



Government of India
Department of Atomic Energy
ZIRCONIUM COMPLEX
(A unit of Nuclear Fuel Complex, Hyderabad)
Pazhayakayal, Srivaikundam Taluk, Tuticorin – 628 152

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TENDER DOCUMENT

FOR

ANNUAL CONTRACT FOR ENGAGEMENT OF PRIVATE SECURITY
PERSONNEL AT ZC TOWNSHIP & APPROACH ROAD TO PLANT SITE
ZIRCONIUM COMPLEX, PAZHAYAKAYAL, TUTICORIN – 628 152

Tender Notice No: ZC/NFC/Admn/41/02/2017 dated 11.10.2017

DURATION OF SALE OF TENDER DOCUMENT : 11.10.2017 to 25.10.2017
BID SUBMSSION : 28.10.2017 upto 14.00 hrs.
BID OPENING : 28.10.2017 on 15.00 hrs.
TENDER DOCUMENT FEE : Rs.1,000/-
(Non-Transferable & Non-refundable)

TENDER NOTICE

FOR

ANNUAL CONTRACT FOR ENGAGEMENT OF PRIVATE SECURITY PERSONNEL AT ZC TOWNSHIP & APPROACH ROAD TO PLANT SITE ZIRCONIUM COMPLEX, PAZHAYAKAYAL, TUTICORIN – 628 152

Tender Notice No: ZC/NFC/Admn/41/02/2017 dated 11.10.2017

1. Sealed tenders are invited from the approved and eligible security Agencies having adequate experience, capability who have executed works of similar nature in last five years to carry out the following works at Pazhayakayal, Tuticorin 628 152. Reputed security agency have to provide Security services, as given in Scope of Work (Annexure-A), for 12 months as per terms & conditions of the tender document. Brief description of job and to obtain tender / qualification conditions are given below:

Sl. No.	Description	Particulars
01	Name of the work	Engagement of Private Security Personnel at ZC Township and Approach Road to Plant Site Zirconium Complex, Pazhayakayal, Tuticorin- 628 152.
02	Estimated cost	Rs.45,54,000/-(Rupees Forty Five Lakh Fifty Four Thousand Only)
03	Earnest money deposit	Rs.91,080/- (Rupees Ninety One Thousand and Eighty Only) DD drawn in favour of Pay & Accounts Officer, NFC, Hyderabad
04	Security Deposit	@ 2.5% of Work Order value
05	Performance Guarantee	@ 5 % of Work Order value
06	Period of work	ONE YEAR (TWELVE CALENDER MONTHS)
07	Manpower requirement	24 Security Guards & One Supervisor (Preferably EX-Serviceman)
08	Cost of Tender Document	Rs.1,000/- (Rupees One Thousand Only) (Rs.200/- extra if desired by post) by means of cash from Assistant Accounts Officer, ZC, Pazhayakayal or Demand Draft drawn in favour of Pay and Accounts Officer, NFC, payable at Hyderabad.
09	Date from which tender form will be issued	From 11.10.2017 to 25.10.2017 on working days and working hours (09.00 hrs. to 15.30hrs.)
10	Submission of tender document	28.10.2017 upto 1400 hrs. at Zirconium Complex, Pazhayakayal
11	Date and time of opening quotation	28.10.2017 at 1500 hrs at Vedaprashta Building, Zirconium Complex, Pazhayakayal.

Sl. No.	Description	Particulars
12	Documentary proofs to be submitted for collecting tender documents.	<p>Security Agency shall have to produce the following certificate:</p> <ul style="list-style-type: none"> a) Registration Certificate from the appropriate Central Govt./State Govt. b) Employee's Provident Fund Organization – Registration Certificate. c) Employees State Insurance Certificate. d) GST Registration Certificate e) Permanent Account Number alongwith IT Returns for the last 3 years f) Solvency Certificate from Bankers or equivalent in support of financial standing. g) Experience in work shall be as provided at SI No. 5 of Section I.

2. A set of tender document can be obtained from the Office of Administrative Officer-III, Zirconium Complex, Pazhayakayal, Srivaikundam Taluk, Tuticorin – 628 152 on any working day from **11.10.2017 to 25.10.2017** between 09.00 hrs. to 15.30 on payment of Rs.1,000/- (Rupees One Thousand Only) payable by non-refundable cash / demand draft from any scheduled bank drawn in favour of “Pay & Accounts Officer, NFC” payable at Hyderabad.
3. The *Deputy General Manager*, Zirconium Complex, Pazhayakayal, Srivaikundam Taluk, Tuticorin – 628 152 reserves the right to accept or reject the tender without assigning any reason thereof.


 [Deputy General Manager, Zirconium Complex]

**Government of India
Department of Atomic Energy
Zirconium Complex
(A unit of NFC, Hyderabad)
Pazhayakayal – Tuticorin.**

Tender No. ZC/NFC/Admn/41/02/2017 dated 11.10.2017

TENDER FORM

Tender No. **ZC/NFC/Admn/41/02/2017**
Due Date: 28.10.2017 up to 1400Hrs.
Date of Opening: 28.10.2017 at 1500 Hrs.

From

To

The Dy. General Manager,
Zirconium Complex,
Pazhayakayal, Tuticorin - 628 152.

Dear Sir,

I/We hereby offer to carry out “Engagement of Private Security Personnel at Zirconium Complex Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin” on contract basis at the rates quoted in the schedule hereto and agree to keep this offer open for a period of 90 days from the due date for submission of tender for acceptance. I hereby give my consent, to forfeit 50% of my EMD if I modify or back out my offer before the validity of the offer period of 90 days.

2. I/We hereby submit the two covers separately (1) Financial Bid, (2) Technical Bid towards “Engagement of Private Security Personnel at Zirconium Complex Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin”. I/We are fully aware that the financial bid will be opened later only if the tenderer is technical suitable and submits the prescribed EMD as per the terms and conditions.

3. I/We have understood the terms and conditions of the contract given in the Tender **No. ZC/NFC/Admn/41/02/2017** annexed hereto and have thoroughly examined the pattern to be quoted or referred to in the schedule hereto and am/are fully aware of the nature of services to be provided and the terms and conditions stipulated in the tender.

4. If this tender is accepted in full or in part, I/We hereby agree to abide by and fulfil all the terms and conditions, instructions, etc., contained herein or in default thereof, to forfeit the Security Deposit for this contract and pay to the President of India or his successors in Office.

5. If I/we fail to commence the work specified in the above Memorandum within the stipulated period I/we agree that the said performance guarantee shall be forfeited to the President of India or successors in office, without prejudice to any other right or remedies under the contract.

Dated the _____ day of _____

Signature of the Tenderer

Witness:

Signature:

Address:

Occupation:

TENDER DOCUMENT
FOR
ANNUAL CONTRACT FOR ENGAGEMENT OF PRIVATE SECURITY
PERSONNEL AT ZC TOWNSHIP & APPROACH ROAD TO PLANT SITE
ZIRCONIUM COMPLEX, PAZHAYAKAYAL, TUTICORIN – 628 152

Tender Notice No: ZC/NFC/Admn/41/02/2017 dated 11.10.2017

CONTENTS

Sl. No.	PARTICULARS	PAGE NOS.
01	Section-I: General Instructions to Tenderers	07 to 17
02	Section-II: General Conditions of Contract	18 to 30
03	Annexure-A : Scope of Services	31 to 32
04	Annexure-B : Resource requirement	33 to 34
05	Annexure-C : Technical tender form	35
06	Annexure-D : (Part-i to iii): Format of Declaration, Details of staff and Performance statement	36 to 38
07	Annexure-E : Financial bid	39 to 40
08	Annexure-F: Format of Contract Agreement	41 to 42

Section-I

General Instructions to Tenderers

1. Definitions and Abbreviations:

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

1.2. Definitions:

(1.2.1) "ZC Township and Approach Road to Plant Site Zirconium Complex, Pazhayakayal, Tuticorin- 628 152" where the Security services are required to be performed as specified in the Contract.

(1.2.2) "Contract" means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(1.2.3) "Contractor" means the successful tenderer selected for execution of contract for Security services.

(1.2.4) "Day" means calendar day.

(1.2.5) "Earnest Money Deposit" (EMD) means Bid Security / monetary or financial guarantee to be furnished by a tenderer alongwith its tender.

(1.2.6) "Services" means the scope of work together with articles, material, consumables, etc. which the contractor is required to deliver at different place of posting under the contract.

(1.2.7) "Tender Inviting Authority" OR "Client" or "Tender Acceptance Authority" or "Contracting Authority" means the Dy. General Manager, Zirconium Complex, Pazhayakayal, Tuticorin.

(1.2.8) "Nodal Officer" is the designated officer of the Zirconium Complex, Pazhayakayal nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.

(1.2.9) "Performance Guarantee" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it.

(1.2.10) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.

(1.2.11) "Tenderer" means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India

1.3 Abbreviations:

- (1.3.1) "BG" means Bank Guarantee
- (1.3.2) "GST" means Goods and Service Tax
- (1.3.3) "GCC" means General Conditions of Contract
- (1.3.4) "GIT" means General Instructions to Tenderers
- (1.3.5) "NIT" means Notice Inviting Tenders.
- (1.3.6) "TE Document" means Tender Enquiry Document
- (1.3.7) "VAT" means Value Added Tax
- (1.3.8) "ITB" means Instructions to Bidder
- (1.3.9) "TIA" means Tender Inviting Authority

2. **Scope of Services:** The Scope of Services are given in **Annexure-A**.

3. **Site Visit:** Eligible / interested firms may visit the site(s) to get the onsite assessment of the work on any working day between 10:00 AM to 4:00 PM by taking permission Administrative Officer-III, Zirconium Complex, Pazhayakayal, Tuticorin.

4. **Eligibility Criteria**

(4.1) Tenderers should be registered agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services and having minimum five years of experience of security services i.e. providing security services, preferably through Ex-servicemen, in Heavy / Small scale Central Government / State Government / Large Educational / Research Institutions, Universities run by Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies etc.

(4.2) The bidder must have a valid (as on bid submission date) license for security services of the private security agencies (Regulation) Act, 2005 and as amended / revised by Tamil Nadu State Government Security Agency Regulation. The bidder must also have a live registration continuously for the last five years.

- (4.3) The Tenderer must have achieved minimum average annual turnover of Rs.50 lakh during latest three completed financial years and should be profit making.
- (4.4) The Tenderer should be registered with ESI, EPF & GST.
- (4.5) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and should be valid at the time of bid submission date.
- (4.6) The Tenderer should not be debarred either by the Tender Inviting Authority or by any State Government or by Government of India.

5. Qualification Criteria

- (5.1) The Tenderer should have minimum five years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (5.2) The Tenderer should meet any one of the three criteria as under:
 - (5.2.1) 01 work completed each costing not less than 80% of estimated value or more from any reputed large Hospital / Educational / Research Institutions, Universities / hospitals run by Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies in last three years.

OR
 - (5.2.2) 02 works completed each costing not less than 60% of estimated value or more each from any reputed large Hospital / Educational / Research Institutions, Universities / hospitals run by Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies in last three years.

OR
 - (5.2.3) 03 works completed each costing not less than 40% of estimated value or more from any reputed large Hospital / Educational / Research Institutions, Universities/hospitals run by Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies in last three years.

(5.3) The Tenderer should have sufficient employees on its rolls specifically trained for Security work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of Security, PF, ESI deduction and details etc. should be attached with the Technical Bid. Tenderer should also submit details of the health and safety measures which the tenderer has taken for his workers. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last five financial years.

6. Documents required in support of eligibility and Qualification:

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

- (6.1) The copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (6.2) Self-attested copy of valid license for security services of the private security agencies (Regulation) Act, 2005.
- (6.3) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (6.4) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (6.5) Audited Balance Sheet along with Profit & Loss Statement for the past five financial years out of which there shall not any loss for the consecutive two years.
- (6.6) EMD Rs.91,080/- (Rupees Ninety One Thousand and Eighty Only) by way of DD drawn in favour of PAO, NFC payable at Hyderabad.
- (6.7) Income Tax clearance certificate of last financial year.
- (6.8) Self-attested copy of **GST** registration certificate, Employee Provident Fund (EPF) and PAN card.
- (6.9) Self-attested copy of Registration certificate under Contract Labour (R & A) Act 1970.
- (6.10) Self-attested copies of Work Orders and Client's Satisfactory Certificates in support of qualification criteria given in Para 6 above.

(6.11) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.

7. Sale of Tender Document:

(7.1) The complete set of tender documents may be purchased within the prescribed time by interested Tenderers on the submission of a written application to the Tender Inviting Authority and upon payment of a non-refundable fee of Rs.1,000 (Rupees One Thousand Only) in the form of Demand Draft drawn in favor of "Pay & Accounts Officer", NFC payable at Hyderabad.

(7.2) **The Tender document can also be downloaded from the website www.nfc.gov.in. In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand Draft alongwith its Technical Bid. Tenders found without tender fee in a separate cover for EMD in the technical bid shall be rejected.**

(7.3) **Contractors shall submit the Tenders in the Tender box kept at Veda Prastha Building, Zirconium Complex, Pazhayakayal upto 14:00 hrs of 28.10.2017.** Technical bids will be opened by Deputy General Manager or his authorized representative in the conference room of Vedaprastha building, 2nd Floor, Zirconium Complex, Pazhayakayal at 15:00 hrs.

(7.4) All taxes like IT and Education Cess, **GST**, Seignorage charges as applicable to the works contracts will be deducted at source and rates quoted shall have the provisions for the same.

(7.5) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

(7.6) The Contractor shall not be permitted to tender for works in Zirconium Complex/NFC (Responsible for award and execution of contracts) in which his near relative is posted as Assistant Accounts Officer or as an officer in any capacity between the grades of Chief Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in Zirconium Complex/NFC or in the DAE. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

- (7.7) No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement for Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- (7.8) The tender for the works shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any right or remedy, be at liberty to forfeit 50% of the said earnest money deposit. If the tenderer fails to furnish the performance guarantee within the prescribed period, the EMD shall be forfeited to the president automatically without any notice.**
- (7.9) Temporary entry pass shall be issued to all the contractors and security personnel only on production any one of the photo Identity cards such as (i) Ration Card, (ii) Driving Licence, (iii) PAN Card, (iv) Passport, (v) Voter's Identity Card.
- (7.10) The contractor should abide local department safety rules & regulation and CISF rules & regulation and obtain police verification for each personnel employed.
- (7.11) The contractor shall provide paid weekly off, National Holidays to his workers.
- (7.12) Quotation / tenders not covering minimum wages and statutory payments will be liable to be rejected.
- (7.13) Bio-data of all the Security Guards including army number, post held in army, date of relief may be furnished to the Officer-in-charge along with two stamp size photographs duly attested by you.
- (7.14) The security guards made available by the Agency will be deployed as decided by ZC management in co-ordination with the available officials for the purpose.

- (7.15) The Security guards engaged on contract will report to the Administrative Officer - III, ZC, Pazhayakayal who shall be the Officer-In-Charge for this contract. The Security Guards will attend the duties in ZC Township and other locations, Pazhayakayal, Tuticorin, as assigned by the Officer-in-charge.
- (7.16) The Contractor must ensure that the Security Guards provided by them are medically found fit and disciplined.
- (7.17) The contractor will have to make their own arrangement for Transport and food while on duty. The Department will not provide Transport, Canteen and other facilities.
- (7.18) In case of any indiscipline by any Security guard, the officer-in-charge will inform the Agency for suitable replacement.
- (7.19) Any complaint from any Security Guard deputed by the Agency pertaining to non-payment of wages etc. shall be dealt with as per the rules in vogue and payment for the purpose shall be deducted from the RA bills of the Agency.
- (7.20) Any legal dispute arising out of the Contract to be entered into is subject to the jurisdiction of the Courts located in Tuticorin.
- (7.21) Records Registers like Muster, Payment Register, Leave Register and any other Registers required to be maintained under various statutes if contract are to be maintained by the Agency and shall be produced on demand.
- (7.22) The Agency is precluded to sub-let the work.
- (7.23) The payment will be made on monthly basis and the bill for the Security Guards engaged shall be sent by 5th of the following month to the Administrative Officer-III, Zirconium Complex, Pazhayakayal and the payment shall be made by 15th of each month after scrutiny of the bill. The payment will always be made by online transfer through RTGS by Pay & Accounts Officer, NFC, Hyderabad to the bank account details submitted by you. Income Tax at the prevailing rates will be deducted at source from the bills of the Agency and will be deposited to the Government Account. Security Deposit @ 2.5% will be deducted from RA bills and will be paid back after three months from the date of completion of contract period or after the payment of final bill whichever is later.

8. Tender Validity:

- (8.1) The Tender will be valid for a period of 90 days after the due date of

submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive.

- (8.2) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

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

- (9.1) The Tenderer is required to submit Earnest Money Deposit (EMD) of Rs.91,080/-. The EMD should be in the form of Demand Draft issued from any scheduled Bank drawn in favour of "Pay & Accounts Officer, NFC payable at Hyderabad. DD submitted shall be drawn after publication of NIT.
- (9.2) The Tenders found without EMD as above, shall be summarily rejected.
- (9.3) The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the Performance Guarantee.
- (9.4) No interest shall be paid on the EMD.

10. Bid Price:

- (10.1) The tender prices should be in Indian Rupee.
- (10.2) The tenderer shall quote for all work i.e. mentioned in Scope of Work, failing which the bid shall be considered non-responsive.
- (10.3) Tenderers should submit all the details of bid prices as per format given in Annexure-E.
- (10.4) The remuneration for Security staff (skilled / semi-skilled / non-skilled) should not be less than prevailing labour rates as notified by Tamilnadu State Government / Central Government, whichever is higher, at the time of bid submission.
- (10.5) At any point of time, during currency of contract, the remuneration paid to the Security staff shall not be less than the statutory notified labour rates. If it becomes so due to revision in rates as notified by the DGR / Central Govt. / State Govt., the contractor has to bear the revision and Management of

Zirconium Complex will not be held liable directly or indirectly in this regard for the same.

(10.6) The price quoted shall be inclusive of all Taxes including GST.

11. Preparation and Submission of Tender:

(11.1) Tenders are to be submitted as per two bid system i.e. Technical Bid and Financial Bid.

(11.2) The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested. This will be applicable for "Technical Bid". Any Corrections in "Financial Bid" the same shall summarily be rejected.

(11.3) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.

(11.4) Technical Bid should contain all the documents required in **Para 5, 6 & 7 above**.

(11.5) Technical Bid should also contain Tender Form as per Annexure- C, Declaration Form (Annexure- D), Manpower Details, Performance Statement, Details of Staff available with the Agency.

(11.6) Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure-E**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

(11.7) The rates should be quoted for the services to be provided as per instructions given in the tender document.

(11.8) Both the bids (Technical and Financial) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be superscribed as "Engagement of Private Security Personnel at Zirconium Complex Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin". Tender No. ZC/NFC/ Admn/41/02/2017 dated 11.10.2017.

(11.9) Sealed Tenders should be dropped in tender box kept for the purpose at

Veda Prastha Building, Zirconium Complex, Pazhayakayal,
Srivaikundam Taluk, Tuticorin District – 628 152.

(11.10) Tender received after the specified date and time will not be considered and shall be returned to the Tenderer unopened.

12. Opening of Tenders:

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

(12.2) During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Price Tender shall be signed by all committee members and kept unopened for opening at later date.

(12.3) The date and time of opening of Price Tenders shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of Price Tender.

(12.4) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

13. Evaluation of Tenders:

(13.1) The Nodal Officer / Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.

(13.2) The Technically qualified bids shall be further considered for opening and evaluation of financial bids.

(13.3) The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.

14. Performance Guarantee and Award of Contract:

(14.1) On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 7 days of issue of letter of award for proper performance of contract. This guarantee shall be in the form of fixed deposit receipts or guarantee bonds or DD of any scheduled bank or SBI. This performance guarantee bond shall be valid for 18 months from the date of signing of the agreement. Non-submission of

Performance guarantee within the scheduled time period, the EMD submitted will be forfeited. The total security deposit for the contract is 2.5% of the contract value which is recoverable at the rate of 2.5% of gross running bills after adjusting the EMD amount submitted by the contractor till the total SD amount is made up. Performance Guarantee and Security deposit will be refunded only successful completion of contract and on production of work completion certificate from concerned officer-in-charge.

(14.2) If the successful Tenderer fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him alongwith the tender shall stand forfeited by the Tender Inviting Authority.

15. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract can be extended for a period of 01 (one) year by mutual consent, on the same terms and conditions.

16. Commencement of Services

The Service Provider should commence the security services within 30 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

17. The private Security agencies should be registered under PSAR Act-2005.
18. The agency shall have minimum 5 years of experience of security services and have a live registration continuously for last five years.
19. The agency shall have a strength of 5 times the required strength so as to ensure continuous supply of requisite number of Security Guards in case of absenteeism, leave, etc.
20. Each security personnel deployed by the agency shall possess valid Police Verification Certificate (PVC) issued by the concerned State Police Authorities.

Section-II

General Conditions of Contract

- 1) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools / equipment.
- 2) The contractor should ensure the health and safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct health checkup of their staff deployed at regular intervals at the contractor's cost if required.
- 3) The security agency shall preferably employ 10% manpower from the category of Ex-Servicemen not above the age of 45 years. The contractor shall provide satisfactory proof of Ex-Servicemen status of such Security Guards before their deployment in the ZC Township. The security personnel engaged by the agency shall be mentally and physically sound and shall not be below the age of 18 years and above the age of 45 years. Employment of child labour will lead to the termination of the contract.
- 4) If the Contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Zirconium Complex, Pazhayakayal for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Zirconium Complex, Pazhayakayal.
- 5) The contractor shall engage only such workers, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff. The contractor shall submit copies of the above documents, before their deployment.
- 6) The contractor at all times should indemnify contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made

hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.

- 7) The Security staff deployed through contractor at Zirconium Complex Township shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/Society shall not be a necessary party, however, in any event, either the deployed persons or to the order of the Court, the Zirconium Complex, Pazhayakayal is made necessary parties in dispute to adjudicate the matter, the contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.
- 8) The Security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative / organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the Zirconium Complex has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
- 9) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 10) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 11) Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified / unclaimed / suspicious objects / person in the buildings / premises. The vehicles that enter into the premises must be identified, noted in the

register and parked at designated places. Trolley mirrors will be used for the inspection of four wheelers / other vehicles.

- 12) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the ZC Township premises & other places.
- 13) The contractor shall have his own Establishment / Set up / Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
- 14) That in the event of any loss occasioned to the Township or other placed where the security guard engaged for the job, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the ZC Management, such loss will be made good from the amount payable to the contractor. The decision of the Tender Inviting Authority in this regard will be final and binding on the agency.
- 15) The Contractor shall do and perform all such security services, acts, matters and things connected with the administration, security and conduct of security personnel as per the directions enumerated herein and in accordance with such directions, which the nodal officer may issue from time to time and which have been mutually agreed upon between the two parties. The Officer-In-Charge will give necessary directions to the Security Guards engaged by the contractor which will be binding on them.
- 16) The ZC management shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the Zirconium Complex.
- 17) The contractor shall be responsible to protect all properties of the ZC Township and other places where the security has been deployed at various points entrusted to it.
- 18) The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of **Rs.200/-** on each occasion. The penalty on this account shall be deducted from the Contractor's bills.

- 19) The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff / Officers / Visitors. The ZC Management shall have the right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- 20) The eight hours shift will normally commence from 5:30 AM to 1:30 PM, 1:30 PM to 9:30 PM, 9:30 PM to 5:30 AM. But the timings of the shift are changeable and can be fixed by the ZC Management from time to time depending upon the requirements.
- 21) The security personnel deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer i.e. Administrative Officer entrusted to it or under the Tender Inviting Authority as the case may be. The Tender Inviting Authority / Nodal Officer shall specify the services of guards to be obtained in each shift.
- 22) The Contractor will properly maintain muster roll of the person engaged in connection with the work at the premises of the ZC Township.
- 23) Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized proforma approved by Tender Inviting Authority alongwith attendance sheet in respect of the persons deployed duly verified by the concerned In-charge of the ZC Management for actual shifts manned / operated by the personnel supplied by the contractor.
- 24) No other claim on whatever account shall be entertained by the Zirconium Complex. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:
 - (24.1) Contractor shall pay their entitled wages by 7th of the following month. It shall not be linked to the payment of the bill from TIA or need for the checking & verification, at their end.
 - (24.2) Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.

- (24.3) In order to ensure that such workers get their entitled wages by 7th of the following month, the following schedule will be adhered to:
- (24.3.1) Monthly bill cycle will be from 1st day of the previous month to last day of the month.
- (24.3.2) Monthly bill as per above cycle, will be submitted by the service providers in first week of following month.
- (24.4) The service provider must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month, Service provider will not be given any relaxation in this matter.
- (24.5) While submitting the bill for the next month, the services provider must file a certificate certifying the following:
- (24.5.1) Wages of workers were credited to their bank accounts on (date).
- (24.5.2) ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
- (24.5.3) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
- (24.5.4) He is complying with all statutory Labour Laws including Minimum Wage Act.
- (24.6) Payment authority reserves the right to ask for a certificate issued from Nodal Officer (s) / in-charge of the ZC certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer / Officer-in-charge of the ZC and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.
- (24.7) The service provider should submit the bill in accordance with the above time schedule.
- 25) Any damage or loss caused by contractor's persons to the ZC Township & other placed where security guards engaged, in whatever form would be recovered from the contractor.

26) The Tender Inviting Authority or its representative or the designated nodal officer will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

27)

(27.1) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards / supervisors absent on that particular day shall be levied by the ZC management and the same shall be deducted from the contractor's bills.

(27.2) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty equal to double the wages of number of guards per vacant point per shift be deducted from the contractor's bill.

(27.3) In case any public complaint is received attributable to misconduct / misbehavior of contractor's personnel & is assessed as true by ZC administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the ZC Township/other places where guards engaged for job, immediately.

(27.4) In case the contractor fails to commence / execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Tender Inviting Authority or the designated nodal officer (s) of Zirconium Complex reserves the right to impose the penalty as detailed below:-

(27.4.1) 1% of annual cost of work order / agreement per week, upto four weeks' delay per ZC Township / Approach road to plant, etc. where the security workers engaged.

(27.4.2) After four weeks delay the Tender Inviting Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the

defaulter contractor and his earnest money/security deposit may also be forfeited.

- 28) In the event of any breach / violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Contractor shall stand forfeited.
- 29) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.
- 30) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the ZC Township / other places where the security workers engaged, the Tender Inviting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee / Security Deposit.
- 31) The Contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 32) The contractor shall indemnify and hold the Tender Inviting Authority / designated Nodal Officer harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works / services under the contract provided by the contractor.
- 33) The bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. TIA / Nodal Officer will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty.
- 34) Security staff engaged by the contractor shall not take part in any staff union and association activities.
- 35) The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

- 36) Agency will provide mobile phone or other communications to supervisor on-duty and to security guards per Security point to ensure effective timely communication between them.
- 37) The Zirconium Complex shall not be responsible for providing residential accommodation to any of the worker of the contractor.
- 38) The Zirconium Complex shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Zirconium Complex does not recognize any employee / employer relationship with any of the workers of the contractor.
- 39) If as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Tender Inviting Authority from the agency.
- 40) If any underpayment is discovered, the amount shall be duly paid to the agency by the Tender Inviting Authority.
- 41) The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority.
- 42) The Contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
- 43) The Contractor should have their own supervisory and quick response team in nearby cities of place of contract to deal with any emergency situations.
- 44) The Contract shall initially be valid for a period of One Year and can be extended further for another 01 (one) year, by mutual consent, on the same terms and conditions of the contract and at the same rates. The rates quoted by the bidder shall remain unchanged during the period of contract. Beyond this period, no extension shall be granted or made by the TIA.
- 45) Contracting Authority however, reserves the right to terminate the contract by serving One Months' notice, in writing if the Zirconium complex is not satisfied about the services of the contractor / not complying with statutory provisions. The contractor may also ask for the same by giving Three Months' notice to the Contracting Authority giving reasons thereof.

46) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by Contracting Authority besides annulment of the contract.

47) Pro-rata reduction in payment will be made in case of non-deployment of any person on a given date. Manning of any post will be as per the instructions of Administrative Officer-III, ZC (P).

48) **Scope of work and services:**

(48.1) Details of the scope of work are enclosed at Annexure –A.

(48.2) Details of Equipment to be used, Number of Manpower and liveries to be used at Security job are given at Annexure -B.

(48.3) The numbers given in Annexure -B are the Minimum. The contractor shall provide resources, to meet the contractual obligations. All the resources mentioned at Annexure-B and other items required as & when, shall be provided by the contractor within the cost of his/her management fee. No extra payment shall be made for providing resources to Zirconium Township & other places where security guard engaged, entrusted to the contractor.

49) **Variations**

The Zirconium Complex administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of quoted rates for manpower.

50) **Materials:**

Any deviation in the Security tools' quality and quantity quoted will invoke penalty as per Annexure-B. In case, the contractor has not provided the sufficient no. of equipment, tools and tackles, the Zirconium Complex may procure it and deduct the cost from the bills of the contractor.

51) **Risk Clause:**

(51.1) The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing contractor

and excess expenditure incurred on account of this will be recovered from the contractor's Security Deposit or pending bill or by raising a separate claim.

- (51.2) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with Nodal Officer of Zirconium Complex / Tender Inviting Authority / Contracting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by Zirconium Complex, and shall not knowingly lend to any person or company any of the effects or assets of the Zirconium Complex, under its control.
- (51.3) In the event of loss/damage of equipment etc. at the premises of the ZC Township / Plant Gate due to negligence/carelessness of contractor staff, if established after a joint enquiry, then the contractor shall compensate the loss to Zirconium Complex. The contractor or its representative(s) shall meet the designated respective nodal officer/Tender Inviting Authority or his/her representative(s) regularly to take feedback regarding the Security Services.
- (51.4) The contractor will also maintain a complaint/suggestion book, at ZC Township / Plant Gate where his/her staff is deployed, for comments on the Security services.
- (51.5) The contractor shall, in performing its part of this Agreement, ensure the safety of the ZC Township and the persons working in or visiting the Zirconium Complex and shall indemnify by any act of the contractor or its employees or staff etc.
- (51.6) The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- (51.7) Training on behavior aspects and ethics must be done regularly. Government Township/Plant site way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- (51.8) License, if any, required for Security Services at the site will be made available by the contractor (service provider).

52) **FORCE MAJEURE**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either party may at its option terminate the contract.

53) **OBLIGATION OF THE CONTRACTOR :**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority/Contracting Authority/designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

54) **Dispute Settlement :**

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

- (54.2) Chairman & Chief Executive, Nuclear Fuel Complex, Hyderabad will act as the Sole Arbitrator to adjudicate the disputes and differences between the parties and Zirconium Complex. The Service Provider shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- (54.3) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Chairman & Chief Executive, Nuclear Fuel Complex, Hyderabad, shall nominate/appoint another person, to act as the Sole Arbitrator.
- (54.4) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Service Provider to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- (54.5) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement. .
- (54.6) The work under the Contract shall, however, continue during the Arbitration proceedings.
- (54.7) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- (54.8) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- (54.9) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules

made thereunder, shall apply to the Arbitration proceedings under this Clause.

(54.10) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Tuticorin District in Tamilnadu for all purposes. The Arbitration shall be held at Vedprastha Building, Zirconium Complex, Pazhayakayal, Srivaikundam Taluk, Tuticorin District in Tamilnadu and conducted in English / Hindi language.

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the-clock security services in the entrusted ZC Township and Approach Road to Plant Site Zirconium Complex, Pazhayakayal, Tuticorin-628 152 as mentioned in this tender document.

The agency shall ensure protection of the ZC employees, visitors & property of the Zirconium Complex Township, prevent trespass without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the ZC Township. In case of any incident such as theft, robbery, fight, accident inside ZC Township, it is the responsibility of Security agency to coordinate with Nodal designated Officer in lodging of FIR, legal proceeding etc. The losses / damages and thefts, etc. to the property in ZC, Pazhayakayal Township due to negligence of the Security guards, if any, will be recovered from the contractor. The amount of losses, damages, thefts, etc. worked out based on actual cost as on date + 15% over-head thereon by Officer-In-Charge will be final.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the ZC Township entrusted / covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes / Receipt issued by the competent officers as laid down in the contract or authorized by the Nodal Officer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the ZC Management / Nodal Officer from time to time and the security agency will be responsible for their optimum utilization.
5. Entry of the street - dogs and stray cattle into the premises is to be prevented. They should be at once driven out.

6. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
7. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
8. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
9. In emergency situations, security staff/supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the disaster plan, if any, of the ZC Township. Security personnel should be sensitized for their role in such situations.
10. The Security Supervisor/Guards are required to display mature behavior, especially towards ZC Officers / employees / visitors and elderly persons. The Security Guards shall also assist the handicapped visitors in reaching their desired locations.
11. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
12. Any other duties/responsibilities assigned by the Nodal Officer may be incorporated in the agreement. The same shall also be binding on the contractor.

Resource Requirement**THE CONTRACTOR HAS TO PROVIDE THE FOLLOWINGS:***(to be decided by the authority before floating the tender)*

Sl. No.	Description	Minimum Number required (Mandatory)	Penalty charges per week in case of non availability of equipments / tools
01.	Search light (with the range of 100 mts for night surveillance)	With all gate-keeping staff	Rs.200/-
02.	Umbrellas	For all gate-keeping staff	Rs.50/-
03.	Mobile phone at Gate for Security Guard	For at least half no. of security staff	Rs.200/-
04.	Hand held torch	For all Security Staff	Rs.50/-
05.	Shirt & Trousers, Cap, Shoes, Belt, Name Tag.	For all Security Staff	Rs.200/- (per day/per guard)
06.	Woolen jacket (for winter season)	For all Security Staff	Rs.200/- (per day/per guard)
07.	Battens or Rules	For all Security Staff	Rs.50/- (per day/per guard)
08.	Whistles	For all Security Staff	Rs.10/- (per day/per guard)

The number of items given above is to be maintained at site hence the necessary stand-by arrangement of equipment, materials shall be the contractor's responsibility. Any shortage in the above if observed at site the necessary penalties will be imposed.

Note: No extra payment shall be paid to the contractor towards providing above. He/she has to manage above items within the quoted Management Fee/Service Charges.

MAN POWER REQUIREMENT:

Sl. No.	Manpower Description	Qualifications & experience	Nos.
01.	Supervisor (Asstt. Security Officer)	Graduate having minimum 10 years' experience as Security Guard OR Ex-serviceman not above the age of 55 years.	01
02.	Security Guards	Matriculate (10 th standard) having Minimum experience of 5 years as Security Guards not above the age of 45 years.	24

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting at ZC Township / Plant Main Gate. Contractor shall not place any security staff in the ZC Township / Plant Main Gate where the relatives of that particular security staff are working.

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

Sl. No.	Description of Irregularities	Penalty
01.	If the required workers are less than the minimum required.	Penalty equal to double the wages of number of guards / supervisors
02.	Staff not in Uniform/ without I-Card.	@ Rs.200/- per worker /day
03.	Misbehavior by the Contract Manpower with ZC Officer / employees / visitors / or other contractor workmen.	@ Rs.500/- per incident

Note : In case the agency fails to provide any of equipment, tools, tackles continuously for a period of 15 (fifteen) days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

TECHINAL TENDER FORM

Date_____

Ref. Your Tender Document No. _____ dated _____

To,

1. We, the undersigned have examined the above mentioned Tender document. We now offer to deploy Security staff and supervisors to perform duties as mentioned in Scope of Work at Annexure-A and at the rates as mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

(Name of Tenderer)

N.B: The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Declaration

1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished alongwith the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Person
(Name, designation and seal)

Date :

Place :

N.B : The above declaration, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

B. PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER
(of latest last three years):

Sr. No.	Name and address of client; Name, designation and contact No./e-mail id. of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

(to be printed on letterhead of Tenderer)

FINANCIAL BID

FOR

ANNUAL CONTRACT FOR ENGAGEMENT OF PRIVATE SECURITY PERSONNEL AT ZC TOWNSHIP & APPROACH ROAD TO PLANT SITE ZIRCONIUM COMPLEX, PAZHAYAKAYAL, TUTICORIN – 628 152

Tender Notice No: ZC/NFC/Admn/41/02/2017 dated 11.10.2017

Sl. No.	Description of manpower and accessories required for Security Services:	Rate per month per worker				Total Nos.	Amount per month
		Amount per worker	EPF	ESI	Total		
01	Trained Security Staff in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round-the-clock Security Services at the respective post deployment with knowledge of post duties at all specified locations in ZC Pazhayakayal. In addition, Security Guard shall BE disciplined by appearance & bearings, Turin out, behaviour & politeness and monitoring the movement of trucks, two wheels and contract workers working in the adjacent to salt fields. Entry should be made in the movement register as and when required, complete as specified and as directed by the ZC Management.					24 Nos. Security manpower excluding relievers	
02	Supervisor in Uniform with I-Cards and name plates and shall be performed in General Shifts only, Overall control of operations of Security guards, planning for respective posts deployment, permanent posting of Security Guards, Code of Conduct of Security Guards, Discipline, Appearance & Bearing Turn out, missing from designated post, sleeping, planning of leave/OT of Security Guards, Arrangement for relievers / replacements, Deployment of Security Guards as per contract, ensure attendance & monthly duty roster, keep constant liaison with the management, brief for any untowards instances, period meeting with the management, motivation & maintenance of morale of the Security Guards					01 No. Security manpower excluding reliever(s)	

Sl. No.	Description of manpower and accessories required for Security Services:	Rate per month per worker			Total Nos.	Amount per month
		Amount per worker	EPF	ESI		
	at all times, Accurate maintenance & rostering of duties performed by Security Guards at all complete as specified and as directed by the ZC management.					
(A)	Total A (1+2) per month in (Rs.) Muster roll in support of payment of wages to contract labour shall be submitted as evidence duly signed by the Officer in charge and LCWO with their remarks. The rates quoted in the offer shall be inclusive of all taxes, including GST)					
(B)	Management Fee/Service Charges : <i>Service charge / management fee should include all expenditure on providing resources / managerial / supervisory / administrative services by all means to get the work done through the deployed Security Staff. This shall be based on total amount of A (1+2) in percentage (Non-realistic/vague quotation of this may amount to disqualification)</i>					%
	Total (B) per month. in (Rs.)					
	Total (A+B) One Month in (Rs.)					
	Total (A+B) One Year in (Rs.)					

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

- Note: (a) The minimum wage rates of manpower is as per applicable state government Rules and shall vary according to the amendments/increments enforceable by Government from time to time, however the offered rate/amount of items no. B shall remain constant and will not exceed in any case during the currency of the contract. **If the bidder quotes wages (of the required manpower) less than the prevailing Labour Rates, his/her bid shall be rejected summarily.**
- (b) The agency will have to provide two sets of uniform per year including I Cards, Shoes , Cap, Belts to all the workers & gum boots, rain coat (to whom required as per work allocation) of good quality and shall be approved by the Tender Inviting Authority. The dress includes full trousers, & shirt with full sleeves.
- (c) Where ever TDS (Tax Deducted at Source) is applicable, the same shall be deducted as per governing rules of the Central / State government.

The contractor has to ensure payment to its staff not less than current minimum wages rates applicable in the respective government rules to the workers deployed at entrusted ZC Township. The contractor will have to make payment through e-transfer after opening of individual bank account for the workers deployed and also forward the copy of the monthly bank statements of the concerned workers to TIA/Nodal officer. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to the TIA/Nodal officer.

Note: The price quoted shall be inclusive of all Taxes including GST.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorised Person

Date :
Place :

Full Name:
Company's Seal:

Format of Contract Agreement

THIS AGREEMENT made the day of, 2017 Between _____ (hereinafter "the Client") of the one part and M/s _____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. Supply Security Services in the tender reference no. _____ Dated _____ and has accepted a bid by the Contractor for the performance services for the sum of Rs. _____ /- (*Rupees* _____ *only*) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Offer of the Client along with terms & conditions of NIT & GCC
 - b) The Technical bid
 - c) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the tenderer by mutual consent.
 - d) Our acceptance letter cum work order
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of.....

Signature

Name

Address

Witness 1.

2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1.

2.