

TENDER ENQUIRY DOCUMENT

FOR SECURITY SERVICES

INDIAN DRUGS & PHARMACEUTICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

CIN No. U24231HR1961GOI003418

IDP(R)/Security/2017-18/02

INDIAN DRUGS & PHARMACEUTICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Virbhadra, Rishikesh- 249202

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URL: www.idplindia.in

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TENDER COST- 500+GST/-

SECTION-I NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: IDP(R)/Security/2017-18/02

Dated: 07.12.2017

1. Sealed Tenders are invited by Dy. Personnel Manager, from reputed Security Agency /Service providers for supply of security personnel on one year contract (further extendable for one year on satisfactory performance), as per requirement indicated in the tender document. Interested parties, fulfilling eligibility criteria are requested to submit duly filled tender documents in two bids system i.e. Technical Bid and Financial bid specifying clearly on the Covers. Bids shall be submitted on or before 14:30 Hrs on 02.01.2018 and technical bid will be opened on the same date at 15:00 Hrs. Date and time for opening of financial bid will be informed to bidders (qualifying in technical evaluation) later. The detail of tender document can also be downloaded from our website www.idplindia.in & www.eprocure.gov.in.

SL No	Name of the Work	Approx value in (Rs in lakhs)	EMD (Rs)	Period of contract	Last date for submission of the tender
1	Supply of security personnel on one year contract	45.56	91,500	One Year	02.01.2018 upto 14:30 Hrs

2.

SI No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	15.12.2017 TO 01.01.2018
ii	Place of sale of Tender Enquiry Documents and Venue of Opening of Techno Commercial Tender	Indian Drugs & Pharmaceuticals Limited Administration Block. Virbhadr, Rishikesh-249202
iii.	Cost of the Tender Enquiry Document	Rs. 500+ GST
iv.	Closing date & time for receipt of Tender	14.30 Hrs on 02.01.2018
v.	Time and date of opening of Techno-Commercial Bid	15.00 Hrs on 02.01.2018

3. Interested tenderers may obtain further information about this tender from the office of Dy. Personnel Manager, I.D.P.L, Virbhadr, Rishikesh. Tender Enquiry Documents may be purchased on payment of non- refundable tender fee of Rs. 500+GST per set in the form of cash or account payee Demand Draft/Pay Order/Banker's Cheque, drawn on a scheduled bank in India, in favour of "I.D.P.L, Rishikesh" payable at Rishikesh.
4. Tenderer may also download the tender enquiry documents from the web site www.idplindia.in & www.eprocure.gov.in and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. Tender without tender fee shall not be considered valid.
5. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **I.D.P.L, Administration Block, Virbhadr, Rishikesh-249202, UK** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.

6. In the event of any of the above mentioned dates being declared as a holiday /closed day for I.D.P.L, the tenders will be sold/received/opened on the next working day at the appointed time.
7. The Tender Enquiry Documents are not transferable.
8. All Tenders must be accompanied by EMD as mentioned in Para 1 above. Tenders without EMD shall be rejected.
9. **The site for work is situated at IDPL Plant, Virbhadra, Rishikesh-249202 and is ready for starting the work.**

For and on behalf of Indian Drugs & Pharmaceuticals Ltd (I.D.P.L)

**Dy. Personnel Manager
Administration Block,
Virbhadra, Rishikesh-249202,
Phone: 0135-2450302**

SECTION-II

PROFILE OF TENDERER

1. Name of the Contractor / Firm :
2. Address & Phone No :
3. E-mail ID and FAX No. :
4. Name of work :
5. Tender Notice No & Date, Item No :
6. Details of DD / Cash paid :
- a. D.D for cost of tender document (if downloaded from website) or Cash receipt for the same to be enclosed :
- b. DD for EMD :
7. Particulars of experience / credentials :
- a. Whether all details as per pre-qualification requirements enclosed :
8. P.F.Code No (proof of having Code No. to be Enclosed) :
9. ESI Code No (proof of having Code No. to be Enclosed) :
10. PAN No with proof (in case not available, proof of having applied with acknowledgement from concerned authorities to be enclosed) :
11. GST No / TIN No. (the No & proof of allotment of No) or applied proof to be submitted. :
12. GST No. with proof of allotment to be submitted :
13. Financial turn over during the last three years duly certified by chartered accountant / auditor. :
14. Contractors Licence no. & registration/ Reputed contractor details :

Signature of Tenderer

SECTION-III

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. **Sale of Tender Document:**

- i. Tender document can be obtained from Accounts Department, Administration Block, I.D.P.L, Virbhadr, Rishikesh on payment of Rs. 500+GST/- (Rs. Five Hundred + GST Only) in form of cash or demand draft in favour of I.D.P.L, Virbhadr, Rishikesh-249202 payable at Rishikesh, from 10.00 hrs to 16.00 hrs on all working days between 15.12.2017 to 01.01.2018.
- ii. Tender document can also be downloaded from company's website i.e. www.idplindia.in & www.eprocure.gov.in and cost of tender document shall be paid in the form of DD/ banker's cheque/ pay order in favour of I.D.P.L, Virbhadr, Rishikesh payable at Virbhadr, Rishikesh and must be enclosed to the technical bid.
- iii. Technical bid without cost of tender/ cash receipt issued by account department for cost of tender, will be liable for rejection.

2. **Last date of submission of bid:**

- i. Bids, complete in all respect, shall be submitted at Administration Block, I.D.P.L, Virbhadr, Rishikesh up to 14:30 hrs on 02.01.2018.
- ii. The tender documents can be submitted in person or through courier/ post to reach within the stipulated date and time. IDPL is not responsible for any postal delay.
- iii. Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **Administration Block, I.D.P.L, Virbhadr, Rishikesh-249202**.
- iv. The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the Company, the tenders will be received up to the appointed time on the next working day.
- v. A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

3. **Opening of bid:**

- i. Technical bid will be opened at 15:00 hrs on 02.01.2018.
- ii. Date and time for opening of Price Bid shall be informed later to parties who qualify in technical evaluation by committee members of I.D.P.L.
- iii. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Company, the tenders will be opened at the appointed time and place on the next working day.
- iv. Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding tenderer's names and addresses.

4. **Earnest Money Deposit:**

- i. EMD amounting Rs 91,500/- (Ninety One Thousand Five Hundred Only) in shape of bank draft from any scheduled bank, in favour of I.D.P.L, Virbhadr, Rishikesh payable at Virbhadr, Rishikesh, must be attached with the technical bid.

OR

EMD may be furnished in form of bank guarantee (as per format given in **Section-V**) issued by any scheduled bank in India for Rs 91,500/- (Ninety One Thousand Five Hundred Only). Bank guarantee shall be unconditional and valid for minimum nine months from date of opening of technical bid.

- ii. Technical bid without EMD will be liable to rejection.

- iii. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals and / or with District Industries Centers or khadi & Village Industries Commission or Khadi & Village Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, registered with for the specific goods/services, as per tender enquiry specification, under single point registration scheme shall be eligible for exemption from EMD. In such case the tenderer should furnish copy of its valid registration details (with DGS&D or NSIC/MSME, as the case may be)
- iv. Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- v. Earnest Money is required to protect the Company against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Company. The successful tenderer's earnest money will be forfeited without prejudice to other rights of the Company if it fails to furnish the required performance security within the specified period.

5. **Performance Security:**

- i. Successful tenderer will have to submit performance security cum guarantee bond in the form of Demand Draft drawn on any scheduled bank in India or bank guarantee issued by any scheduled bank in India amounting to 5% of work order value within 15 days from the date of letter of intent/notification of award of work to successful bidder.
- ii. The bank guarantee shall be unconditional and shall be valid till minimum six months beyond the scheduled date of completion of work. In the event of any failure/default of the contractor, with or without quantifiable loss to the Company, the amount of the performance security is liable to be forfeited.
 - i. Performance security shall be returned to the party after successful completion of work and shall bear no interest.

6. **Eligibility Criteria:**

The parties who will qualify for participating in the tenders must fulfil followings:

- i. Average annual financial turnover during the last three years, ending 31st march of the previous financial year, should be at least 30% of the tender value.
- ii. The office of tenderer should be located in IDPL Virbhadrha, Rishikesh.
- iii. The tenderer should have all valid statutory registrations like E.S.I., E.P.F, registration with Labour Department, PAN No. and GST No. etc.
- iv. The bidder should be empanelled with DGR or State Ex-servicemen Corporation Certificate or valid license from the Deptt. of Home, UK in accordance with the private security agency (Regulation Act 2005). Any bidder who has applied to the Deptt. of Home, U.K for obtaining licence for private security work can submit his offer against this tender but he will have to submit the valid licence of UK govt. before opening of price bid. In case party does not submit the required licence on or before opening date of price bid, his offer will be rejected.
- v. Experience of having successfully completed similar works during last 7 years, ending previous month of this tender notice shall be one of the following.

- a. Three completed works costing each not less than the amount equal to 40% of the estimated cost.
- OR
- b. Two completed works costing each not less than the amount equal to 50% of the estimated cost.
- OR
- c. One completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means:- Satisfactorily completed contract (for minimum one year) for supply of security personnel's (Guards / Supervisors / Officers) with Central Govt. Dept./State Govt. Dept./PSUs/Autonomous.

Note: Notwithstanding anything stated above, the Company reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the Company.

Those agencies blacklisted or debarred either by Govt. or any Public Sector Undertaking will not be eligible for tendering. Concealing of such facts shall result in ipso-facto termination of services of the Agency, without notice, at any stage of the contract, if executed.

7. **List of documents:**

- i. Technical bid should consist of following documents:-
- a) Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
 - b) Profile of Tenderer.
 - c) Cash receipt issued by Accounts department of IDPL Virbhadr, Rishikesh for cost of tender or DD of Rs.500+GST/- from any scheduled bank, in favour of I.D.P.L, Virbhadr, Rishikesh payable at Virbhadr, Rishikesh (in case tender document is downloaded from website/CPP Portal).
 - d) EMD as mentioned in clause 4 (i) above.
 - e) Power of Attorney/Authorisation in favour of signatory of documents.
 - f) Audited financial statement (balance sheet and profit/loss a/c with schedules) along with Certificate issued by C.A, regarding confirmation of audit, and turnover & net worth of the bidder (in original) and income tax returns for the last three financial year.
 - g) Copy of work order / agreement (with complete schedule) and certificate for satisfactorily execution of the same work, to prove eligibility as per **clause no 6 (vi)** mentioned above.
 - h) Copy of labour registration of agency with Central Labour Commissioner (Central)/ Secretary to Government/ Labour Commissioner/Dy. Labour Commissioner, Government of UK.
 - i) Copy of valid DGR empanelment certificate in case empanelled with DGR or State Ex-servicemen Corporation Certificate or valid license from the Deptt. of Home, UK in accordance with the private security agency (Regulation Act 2005)/proof of application and fee deposited for license. However, the price bid of the bidder will not be opened if the valid licence from department of Home ,U.K. Government is not furnished before opening of price bid & the offer will be treated as rejected.
 - j) List of organizations where security services were rendered in last five years/are being rendered by the bidder, along with length/period for which GST is being provided and the nature of service.
 - k) ESI code no. with proof of allotment.
 - l) P.F. Code no. with proof of allotment.
 - m) GST No with proof of allotment.
 - n) Copy of PAN Card.

ALL THESE DOCUMENTS MUST BE SIGNED AND STAMPED BY AUTHORISED PERSON AND SUBMITTED ALONG WITH TECHNICAL BID. NON SUBMISSION OF ANY OF THE ABOVE DOCUMENTS MAY LEAD TO REJECTION OF THE TENDER.

- ii. Price bid should consist of party's quoted rates in **Section-VI** of this tender document, duly signed and stamped by authorised person.

N.B.

- a. All pages of the Tender should be page numbered and indexed.
- b. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.
- c. The authorized signatory of the tenderer must sign and stamp on all the pages of the tender
- d. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- e. Tender sent by fax/telex/cable/electronically shall be ignored.

8. Prices

- i. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, weekly off replacement charges etc., , and all kind of taxes/ GST charges etc. of the agency. It shall be the agency's responsibility to strictly adhere to all the provision of all Acts, Laws, Rules & regulations including Contract Labour Act, EPF Act, Minimum Wages Act, ESI Act, GST Rule etc. in addition to other rules and regulations for contract labour with all subsequent amendment thereof. I.D.P.L. Virbhadra, Rishikesh is not in any way responsible/liable for the payment of the same. All responsibility/liability is of the Agency/Contractor.
- ii. If the contractor has not quoted the rate for any item(s), it is considered as incomplete tender and tender cannot be accepted unless otherwise specified, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract. Offer with price variation clause will be rejected.

9. Tender currencies

The tenderer shall quote only in Indian Rupees.

10. Tender Validity

- i. If not mentioned otherwise, the tenders shall remain valid for acceptance for a period of 120 days (One Hundred Twenty days) after the date of opening of techno-commercial bids. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**
- ii. In exceptional cases, the tenderers may be requested by the Company to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- iii. In case the day up to which the tender is to remain valid falls on/ subsequently declared a holiday for the Company, the tender validity shall automatically be extended up to the next working day.

11. Tenderer to be conversant with the documents

The tenderer is expected to read all the documents hereof and be conversant with the contents and when tenders are signed it will be understood and inferred that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the Company in writing, and, should any written clarification be required it will be made available by them to all tenderers. No extra cost will be entertained because of the tenderers mistakes, ignorance or misinterpretation of tender document.

12. Acceptance

Promptly after opening of tenders, the Company will undertake a detailed study and appraisal of the tenders submitted. The Company does not bind itself to award the Contract to the lowest or to any tenderer but will take into careful consideration the tenderer's price and such other factors as are

deemed to be applicable for awarding the contract.

13. **Rights**

- i. The Company reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender documents and forms), if it appears to be in his best interest to do so.
- ii. The Company reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected tenderer.
- iii. At the time of awarding the contract, the Company reserves the right to increase or decrease the quantity mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the tenderer.
- iv. If the quantity has not been increased at the time of the awarding the contract, the Company reserves the right to increase the quantity mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

14. **Labour Laws.**

The contractor/firm shall, in relation to the works executed under this contract, strictly comply with the provisions of all current labour laws and statutory amendments or additions thereof and any regulation or orders made there under affecting the works. Liabilities towards labourer i.e. PF, ESI, and other liability under any law shall be of the contractor/firm.

15. **Terms and Mode of Payment**

- i. Salary must be disbursed to all security personnel latest by 7th of each month in presence of Company's representative, during working hours. No advance payment for disbursement of salaries to the security staff supplied will be made, **only bill reimbursement will be permissible.**
- ii. Bill submitted shall be reimbursed within 20days from the date of submitting of bill.
- iii. The income tax at prevailing rate shall be deducted at source from the monthly bill.
- iv. The bill should be accompanied by photocopies of the challans for deposit of E.P.F. & E.S.I. contribution and GST, failing which the payment will be withheld.
- v. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which IDPL can avail credit. Otherwise the payment to the contractor will be reduced to that extent.
- vi. The payment of Innd bills and onward will only be released after submission of required copy of paid challans on account of EPF, ESI dept. etc. along with the list of employees with Sub.No. allotted to them against the payment of previous bill. The performance security deposit will be released only after the expiry of guarantee period and after the copy of paid challan on account of EPF, ESI & GST of final bill are submitted to the department after release of final payment.
- vii. The supplier shall not claim any interest on payments under the contract.

16. **Amendments to tender document**

- i. At any time prior to the deadline for submission of tenders, the Company may, for any reason deemed fit by it, modify the tender document by issuing suitable amendment(s)/corrigendum(s) to it. **The same shall be published in the Company's websites only.**
- ii. Such an amendment will be notified in writing by fax/email, followed by copy of the same by registered post/speed post to all prospective tenderers, who have received the tender document from Company's office and will be binding on them. Contractors/firms who download tender document from website/ CPP Portal shall check company's website for any amendment(s)/corrigendum(s) before submitting their bids and in any case if any contractor / firm does not comply with the amendment/ corrigendum before submitting their side bids will be liable to be rejected.
- iii. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Company may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that

deadline.

17. **Minor Infirmary/Irregularity/Non-Conformity**

If during the preliminary examination, the Company find any minor informality and/or irregularity and/or non-conformity in a tender, the Company may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Company will convey its observation on such “minor” issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

18. **Discrepancies in Prices**

- i. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Company feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub **clause 18 (i) and 18 (ii) above.**
- iv. If, as per the judgment of the Company, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Company, the tender is liable to be ignored.

19. **Contacting the Company**

- i. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Company for any reason relating to tender enquiry and/or its bid, it should do so only in writing.
- ii. In case a tenderer attempts to influence the Company in the Company’s decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Company.

20. **Notification of Award**

Before expiry of the tender validity period, the Company will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for the services, which have been selected by the Company, has been accepted, also briefly indicating therein the essential details like description and quantity of the manpower to be supplied and corresponding prices accepted. The successful tenderer must sign an agreement of contract within 15 (fifteen) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.

21. **Issue of Contract**

Within fifteen days from the date of notification of award, the contractor will have to sign the contract agreement, failing which the EMD will be forfeited and the award will be cancelled.

22. **Corrupt or Fraudulent Practices**

It is required by all concerned to observe the highest standard of ethics during the tender process and execution of contract. In pursuance of this policy, the Company: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tender process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a tender process or the execution of a contract to the detriment of the Company, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to

establish Tender prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition;

- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Company if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

23. **Termination for default**

- i. The Company, without prejudice to any other contractual rights and remedies available to it (the Company), may, by written notice of default sent to the contractor/firm, terminate the contract in whole or in part, if the contractor/firm fails to deliver any or all services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Company.
- ii. In the event of the Company terminates the contract in whole or in part, pursuant to **clause 23(i)** above, the Company may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the contractor/firm shall be liable to the Company for the extra expenditure, if any, incurred by the Company for arranging such services.
- iii. Unless otherwise instructed by the Company, the contractor/firm shall continue to perform the contract to the extent not terminated.

24. **Termination for insolvency**

If the contractor/firm becomes bankrupt or otherwise insolvent, the Company reserves the right to terminate the contract at any time, by serving written notice to the contractor/firm without any compensation, whatsoever, to the contractor/firm, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Company.

25. **Force Majeure**

- i. For purposes of this clause, Force Majeure means an event beyond the control of the contractor/firm and not involving the contractor's/firm's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- ii. If a Force Majeure situation arises, the contractor/firm shall promptly notify the Company in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Company in writing, the contractor/firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- iv. In case due to a Force Majeure event the Company is unable to fulfil its contractual commitment and responsibility, the Company will notify the contractor/firm accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

26. **Termination for convenience**

- i. The Company reserves the right to terminate the contract, in whole or in part for its (Company's) convenience, by serving written notice on the contractor/firm at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Company. The notice shall also indicate inter alia, the extent to which the contractor's/firm's performance under the contract is terminated, and the date with effect

from which such termination will become effective.

- ii. The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's/firm's receipt of the notice of termination shall be accepted by the Company following the contract terms, conditions and prices. For the remaining goods and services, the Company may decide:
 - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the contractor/firm by paying an agreed amount for the cost incurred by the contractor/firm towards the remaining portion of the goods and services.

27. **Resolution of disputes**

- i. If dispute or difference of any kind shall arise between the Company and the contractor/firm in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to Chairman & Managing Director of I.D.P.L and his decision/ award shall be binding on both the parties.
- iii. Any dispute arising out in this connection will be subject to Virbhadra, Rishikesh Jurisdiction only.

28. **Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

29. **General/ Miscellaneous Clauses**

- i. The contractor/firm shall notify the Company of any material change would impact on performance of its obligations under this Contract.
- ii. The contractor/firm shall, at all times, indemnify and keep indemnified the Company against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the contractor/firm/its associate/affiliate etc.
- iii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- iv. 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.
- v. The contractor will have to compensate / make good to any damages of the company property / equipment.
- vi. The Contractor/firm shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Company's prior written permission.

30. **Bids should be submitted in sealed envelopes as mentioned below:**

- i. **Cover (A)**
Sealed envelope consisting of all the documents mentioned in clause no. 7(i) of Section - III. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as "COVER-A" "Tender no. IDP(R)/Security/2017-18/02 dt 07.12.2017" "Technical Bid".
- ii. **Cover (B)**
Sealed envelope consisting of Price Bid, duly signed and stamped by authorised person, in price schedule format of Section-VI of this tender document. Cover should be superscripted as "COVER-B" "Tender no IDP(R)/Security/2017-18/02 dt 07.12.2017" "Price Bid".
- iii. **Cover (C)**

Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as "COVER-C" "Tender no. IDP(R)/Security/2017-18/02 dt 07.12.2017".

31. **This Tender Document shall form a part of the contract document. The successful tenderer /contractor, on acceptance of his tender, by the Accepting Authority, shall, sign the contract within 15 (fifteen) days from the date of letter of intent / Notification of Award.**

32. **VISIT TO SITE**
Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of the ground (as far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions of the tender.

SECTION-IV

SPECIAL INSTRUCTION TO TENDERS (SIT)

1. Scope of work :

- i. The broad objective of the contracted Security Agency shall be to provide security GST by deploying adequately trained and well disciplined security personnel who shall safeguard the I.D.P.L. buildings, moveable and immovable assets, equipments from any thefts, pilferage of damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
- ii. The security contractor will provide the security services round the clock, normally in three shifts running from 06.00 AM to 02.00 PM, 02.00 PM to 10.00 PM and 10.00 PM to 06.00 AM on all days including weekly offs/Sundays/holidays. Round the clock duty register is to be maintained by the agency and under no circumstances the main entries should be left unattended/without security personnel. During night hours particularly all the entries into the office/plant premises will be under strict watch.
- iii. The security personnel must watch that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises.
- iv. Security personnel will look after, regulate and maintain all the relevant records at front office, of all persons entering or leaving the premises. Security personnel will monitor and regulate the entry and exit of employees/visitors and will ensure that no entry/exit into the premises shall be made without proper authorization. The security guard shall also ensure providing visitor pass to incoming visitor(s) and collect it back on their exit.
- v. Visitors shall be allowed entry only after a responsible person from the occupying company's/IDPL personally identifies the visitor and gets entry pass issued from front office. Security staff/personnel shall not enter into any verbal argument with the visitor(s)/employee(s) and should ensure that individual dignity of employees/ visitors are not compromised. They will be always polite, courteous, and tactful in discharging their duties. They should not give lenient or casual impressions in the duties and should be alert and attentive. The security personnel are required to display mature behaviour, especially towards female staff, female visitors and elderly. The security personnel are required to also attend to distinguished visitors, VIP's and officers visiting the premises.
- vi. The security personnel deployed shall take routine rounds of the premises to maintain vigil and remain alert.
- vii. The security personnel should ensure that only authorized staff of I.D.P.L. is working after normal working hours and on holidays. Security personnel should properly record the movement of employees of I.D.P.L. after normal working time/night hours and holidays. The security personnel should extend all the additional necessary support to those employees working during night hours.
- viii. If a security personnel is forced to leave the guarding point due to emergency, or for other routine work assigned to him, even for a short duration, they should ensure that they have properly handed their work to the second guard or to a responsible person authorized by I.D.P.L. They shall sign the duty register when going on and off duty. Under no circumstances, the deployed security guard shall leave the guarding point/duty without proper relieving/handing over has been done.
- ix. Security personnel may also be responsible, if required, for maintenance of various registers kept at the Reception namely; Key Register and Visitors Register etc.
- x. The security personnel have to ensure and verify that all the unnecessary lights, fans etc. are switched-off in the premises and lock the rooms after the respective official has left for the day, on all days.
- xi. The duty personnel shall note down in the message register any message that needs to be passed on to any official, and action taken or required to be taken shall be passed on to next shift guard at

the time of shift change over. The security staff shall keep a Log Book to record all such occurrences. It is essential that full and accurate information is recorded.

- xii. Security personnel should maintain important telephone Nos. of official(s), police, fire brigade etc. for using at emergency situations.
- xiii. Security personnel shall keep a watch and restrict any unauthorized tampering with electricity, water, telephone and other installations and immediately bring the same to the notice of the authorities if the situation goes beyond their control. Security personnel shall ensure that water taps/ lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
- xiv. The security personnel shall be duly trained in Fire Safety operations. They should be trained to operate various fire control equipment installed. In case of fire, the Security Guard will immediately alert the staff on duty and assist in fire fighting operation. In case of fire accident before or after office hours, the guards shall immediately inform the nearest fire station first and then the I.D.P.L. official(s), besides taking fire control measures on their own.
- xv. The security personnel must be in proper, neat and tidy uniform. The names of the security guards should always be displayed by them on their uniforms for identification purpose.
- xvi. The security agency shall be entirely responsible for thefts of easily movable items such as Scrap materials, bathrooms fittings, fans, exhaust fans, telephone instruments, fire fighting equipments, stationary etc. etc.
- xvii. The security personnel shall also carry out such other legitimate duties as are entrusted to them from time to time from I.D.P.L.
- xviii. The security personnel will not discuss instructions of confidential nature with anyone outside the security department.
- xix. The security personnel will at all times carry their Identity Cards issued by the Contractor. A copy of the same shall be furnished to I.D.P.L.
- xx. The details and credentials of the security personnel deployed for duty by the contractor shall be provided by the contractor to I.D.P.L. before being assigned the duty under the contract. If I.D.P.L. objects to the appointment of any security personnel, the contractor will be under an obligation to reject such person and not assign him any duty under the contract.
- xxi. The security personnel will be deployed by the contractor at all points/place/centers etc. as may be required by I.D.P.L. If any additional security is required at same point or any new point, then the Security Agency/ Contractor shall provide the same in consultation with I.D.P.L.
- xxii. In case, any personnel of the contractor is found to be unfit by I.D.P.L. or is found to be not discharging his/her duties properly or is found incapable, the contractor, on the written complaint/request of I.D.P.L. shall be under an obligation to remove him from any duty in I.D.P.L. under this contract, and he/ she shall be immediately replaced by another competent person as per this Agreement.
- xxiii. If any complaint is received by I.D.P.L. regarding the conduct or behaviour of any security personnel, I.D.P.L. will have a right to enquire in to the matter and if I.D.P.L., in its sole discretion, considers that such personnel should not continue to discharge any duties further under the Agreement, the contractor shall forthwith replace such person for the remaining period of the contract.
- xxiv. If any loss or injury is caused to I.D.P.L., either directly or indirectly, by any act of omission or commission on the part of the contractor or its employees/representatives/security personnel, the contractor will be under an obligation to make good such loss and injury at its own cost and responsibility.
- xxv. The contractor shall keep I.D.P.L. indemnified against all losses, claims, litigation etc. arising out of any act of omission or commission on the part of the contractor or any person claiming through or under it.
- xxvi. A duty chart of the security personnel will be prepared with the prior approval of I.D.P.L. and no change will be made therein without prior written information and approval of I.D.P.L. except in case of emergency.
- xxvii. Any loss or injury caused to any security personnel while discharging the duties under the contract shall be the sole responsibility of the contractor.

- xxviii. The security personnel shall be under an obligation to discharge all duties and instructions that may be issued by I.D.P.L. in relation to the contract and under it. In case of any emergency, additional duties may be assigned to the security personnel.
- xxix. The contractor must ensure that in no circumstances guards are allowed to perform duty beyond 8 hours except under emergencies. The security agency will provide necessary relievers for providing weekly offs/ holidays for their staff at their own arrangement.

2. **General Terms & Conditions**

- i. Initially contract shall be for one year, which can be further extended for one year, subject to satisfactory performance of the Contractor, at the sole discretion of the company.
- ii. Present requirement of security personnel for I.D.P.L. Virbhadra, Rishikesh is as follows:

S.No	Post	Qualification/Experience	Number
1	Security Supervisor	preferably ex-army retired Hony. Capt./ Dy. Commdt. of Para-military force	04
2	Security Guards with Arms.	preferably retired from the rank of Army JCO/Sub-Inspector/Inspector of Para-military force	10
3	Security Guards without Arms.	10 th pass	31

The number indicated is tentative & may increase or decrease at discretion of the Company.

- iii. The deployment of above personnel will be on discretion of I.D.P.L. management. The requirement of security personnel may increase/decrease as per requirement and the contractor shall provide additional security guards on same terms and conditions on the rates as quoted in the tender.
- iv. In case of violation/contravention of any of the terms and conditions mentioned herein, Plant In charge reserves the right to terminate this agreement forthwith without giving any notice to the contractor and without prejudice to its right to recover damages and other charges/cost to I.D.P.L. from the amount payable to the contractor or otherwise.
- v. The rates quoted in Price Bid will increase when minimum wage rates are revised by Govt. of UK in future from time to time. The increase will be proportionate to the increase in the rates.
- vi. The contractor shall comply with all applicable laws, ordinances, rules and regulations in respect of this agreement and employment of employees employed by him and shall obtain all such permits, licenses and inspections from Govt./authority/forum/local body etc. which may be necessary and shall pay at his own costs all charges in connection therewith. No liability of any sort shall be fastened on the I.D.P.L.
- vii. The contractor shall fully comply with all applicable laws, rules and regulations relating to EPF Act including the payment of P.F. contributions, Minimum Wages Act, Worker's Compensation Act, E.S.I., Contract Labour (Regulation & Abolition) Act relating to certificates of registration, relating to license, relating to issue of employment card and relating to quarterly/half yearly/annual return of the principal employer or law or regulations passed by Central/State Govt. including TDS as per IT Act and any other Act as may be relevant as applicable to him from time to time. No liability of any sort shall be fastened on I.D.P.L.
- viii. The contractor shall be solely liable for all the payments/dues to the security personnel employed and deployed by him, without any reference to I.D.P.L.
- ix. Attendance of security staff shall be marked through biometric attendance system and shall be the basis of calculating monthly wages payable.
- x. The contractor shall maintain a register in which day to day deployment of security personnel will be entered. While raising the bill, copy of the deployment particular of the security personnel engaged during each month, shift-wise, should be enclosed.
- xi. The contractor shall not assign or sub-contract this contract either whole or in part.
- xii. There shall not be any master and servant relationship between I.D.P.L. and the contractor or the security personnel.
- xiii. The contractor shall work under the overall supervision and direction of the officer authorised by I.D.P.L. Virbhadra, Rishikesh and the day to day functioning of the services shall be carried out in consultation with and under direction of I.D.P.L. Virbhadra, Rishikesh.

- xiv. The successful security agency must produce original bio-data/ credentials of security staff to be deployed for verification/submission including educational qualification, date of birth etc.
- xv. The contractor shall at his own cost provide suitable uniform and shall be responsible for their proper maintenance. The contractor's staff working at I.D.P.L. Virbhadra, Rishikesh under this agreement should not work for any other firm/contractor/company during the tenure of this particular contract.
- xvi. I.D.P.L. Virbhadra, Rishikesh will not be made liable to answer any officials under Security Guard Boards of State/Govt. of India. It shall be the sole responsibility of the security agency to satisfy them.
- xvii. The contractor will be responsible for proper deployment of the guards. The list of employees appointed by the agency together with the names, address & telephone/mobile numbers of the employees including those as leave reserve shall be made available to the employer in advance.
- xviii. The contractor shall ensure that the personnel deployed by him are disciplined and do not participate in any activity prejudicial to interest of I.D.P.L.
- xix. The decision of I.D.P.L. Virbhadra, Rishikesh in regard to interpretation of the terms and conditions of the agreement shall be final and binding on the Agency.
- xx. The Company may, subject to availability, provide accommodation to the security personnel in I.D.P.L. township on payment basis at a reasonable rate, if successful security agency requires the same. However, there is no compulsion on I.D.P.L. to provide the accommodation.
- xxi. I.D.P.L. may provide accommodation to some security personnel on a purely license basis. I.D.P.L. has right to terminate the license at any time without assigning any reason and in such an eventuality, the contractor neither has a right to object nor can it be a pretext for not discharging the duties under this contract.
- xxii. In case, any dispute arises out of the interpretation, operation, and enforcement of this agreement, the same shall be referred to the sole adjudication of the Chairman & Managing Director, I.D.P.L, who shall be the sole arbitrator and his decision on all such matters shall be final and acceptable to all the parties of this contract.
- xxiii. Any dispute arising out in this connection will be subject to Virbhadra, Rishikesh Jurisdiction only.
- xxiv. The security personnel should not have been charged and/or convicted for any offence. He/she should have a clean work record. An undertaking to this effect shall be duly furnished by the contractor.
- xxv. Salary must be disbursed to all security personnel latest by 7th of each month in presence of Company's representative, during working hours.
- xxvi. Contractor shall provide security staff within 15 days from the date of agreement.
- xxvii. Staff to be provided by the contractor will be short listed/selected for engaging their GST by Officer in-charge of IDPL. During the currency of contract, any person deployed under this contract is found not performing to satisfaction will be removed/dismissed at once. Contractor will have to replace such person within 03 working days.
- xxviii. Minimum age of manpower deployed shall be 18 years. Person below 18 years of age shall not be supplied under this contract. Contractor shall be sole responsible to verify the age of person deployed by him.
- xxix. Maximum age of manpower deployed shall not be more than 56 years at the time of deployment and shall work with I.D.P.L only up to the age of 58 years. Person above 58 yrs of age shall not be permitted by the company under this contract.

3. Minimum Wages

- i. Wages quoted by bidder should not be less than minimum wages mentioned in table below, which is statutory as per minimum wages act of UK Govt.
- ii. Bids with basic wages less then as mentioned in table below will be liable for rejection.
- iii. Minimum wages include basic wages and D.A as announced by Government of U.K w.e.f 01.10.2017, but exclude other statutory dues.

S.No	Category	Minimum wages to be quoted
1	Security Supervisor	8245.00
2	Security Guards with Arms.	7495.00
3	Security Guards without Arms.	7015.00

SECTION – V
BANK GUARANTEE FORM FOR EMD

Whereas (bidder's name & address) (hereinafter called the "Tenderer") has submitted its quotation dated _____ for supply of security staff against the Company's tender enquiry No. IDP(R) /Security/2017-18/02 dt 07.12.2017. Know all persons by these presents that we _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto M/s Indian Drugs & Pharmaceuticals Ltd (hereinafter called the "Company") in the sum of Rs 91,500/- (Ninety One Thousand Five Hundred Only) for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Company during the period of its validity: -
 - a) fails or refuses to accept/execute the contract.
 - b) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of nine months from the date of opening of technical bid of tender and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer(s)

Seal, name & address of the Bank and address of the Branch

Section-VI
PRICE BID
IDPL(R)/Security/2017-18/02

Quotations to be submitted by the Tenderer as per the following Format only on the Letter Head of the Tenderer. No additional entries shall be permissible other than those indicated in the table.

S. No.	Description	Security Supervisor	Security Guards with Arms	Security Guards without Arms
1.	Basic	8245	7495	7015
2.	Relieving charges (weekly of replacement charges -1 /6 of basic)	1374	1249	1169
3.	Total of Serial No. 1+2	9619	8744	8184
4.	Profit margin of the bidder on serial no. 3 (in %age also)			
5.	EPF @ 12% on serial no. 3	1154	1049	982
6.	EDLI etc. @ 1.15% on serial no. 3	111	101	94
7.	ESI @ 4.75% on serial no. 3	457	415	389
8.	GST (at prescribed rate)			
9.	Grand Total			

- Minimum wages quoted should not be less than as indicated in clause- 3 (iii) of Section -IV (SIT) of this tender document, which are based on wages declared as on 01.10.2017 (applicable from 01.10.2017 to 31.03.2018).
- Bidder has to fill his profit margin in Column no. 4 above.