

BIHAR DRUGS & ORGANIC CHEMICALS LIMITED

(A 100 % own Subsidiary Unit of IDPL)

(A GOVT. OF INDIA UNDERTAKING)

Bela Industrial Estate

Muzaffarpur- 842005

URL: www.idplindia.in

Contact No: 8102259043/9771271803

CIN No. U24231HR1961GOI003418

TENDER ENQUIRY DOCUMENT

FOR

SECURITY SERVICES

BDOCL/Security/2017-18/01

TENDER COST- 500/-

NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: BDOCL/MUZ/Security/2017-18/01

Dated: 27.10.2017

1. Sealed Tenders are invited by Executive (P & A)/I/C- Security 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 bid system i.e. Technical Bid and Financial Bid specifying clearly on the Covers. Bids shall be submitted on or before 1400Hrs on 27.11.2017 at BDOCL Muzaffarpur. Bids will be processed (i.e. opening of Technical & Financial Bids and their evaluation) by a Corporate Level Committee at IDPL Corporate Office-Gurgaon. Date & Time of opening Technical Bid will be informed to bidders suitably after receipt of their bids at Corporate Office- Gurgaon by BDOCL Muzaffarpur. Date and time for opening of Financial Bid will be informed suitably later on to only those bidders who qualify in technical bid evaluation. The details of tender document can also be downloaded from our website www.idplindia.in

S.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 personals on one year contract	30.00	60000	One Year	27.11.2017. Up to 1400 Hrs

S.No.	Description	Schedule
i	Dates of sale of tender enquiry documents	28.10.2017 to 25.11.2017
ii	Place of sale of Tender Enquiry Documents	BDOCL Muzaffarpur Administration Block
iii	Cost of the Tender Enquiry Document	Rs. 500.00
iv	Closing date & time for receipt of Tender	1400 Hrs on 27.11.2017
v	Time and date of opening of Techno-Commercial Bid	To be informed suitably

1. Interested tenderers may obtain further information about this tender from the office of Executive (P & A)/I/C- Security, BDOCL Muzaffarpur. Tender Enquiry Documents may be purchased on payment of non- refundable tender fee of Rs. 500/- 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 "**BDOCL Muzaffarpur**" payable at Muzaffarpur.
2. Tenderer may also download the tender enquiry documents from the website www.idplindia.in and submit his tender by utilizing the downloaded document, along with the required non-refundable fee. Tender without tender fee shall not be considered valid.
3. Tenderers shall ensure that their tenders complete in all respects, are dropped in the Tender Box located at **BDOCL, Administration Block, Muzaffarpur -842005** on or before the closing date and time, 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, failing which the tenders will be treated as late tender and rejected.
4. In the event of any of the above mentioned dates being declared as a holiday /closed day for BDOCL Muzaffarpur the tenders will be sold/received/opened on the next working day at the appointed time.
5. The Tender Enquiry Documents are not transferable.
6. All Tenders must be accompanied by EMD. Tenders without EMD shall be rejected.
7. The site for work is situated at BDOCL Muzaffarpur Plant and is ready for starting the work.

For and on behalf of Bihar Drugs & Organic Chemicals Ltd.

Executive (P & A) /I/C- Security

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. VAT No / TIN No. (the No & proof of allotment of No)
12. GSTIN 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

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Sale of Tender Document:

- i. Tender document can be obtained from account department, Administration Block, BDOCL Muzaffarpur on payment of Rs. 500/- (Rs. five hundred Only) in form of cash or demand draft in favour of BDOCL Muzaffarpur payable at Muzaffarpur, from 10.00 hrs to 16.00 hrs on all working days between 28.10.2017 to 25.11.2017
- ii. Tender document can also be downloaded from company's website i.e. www.idplindia.in, and cost of tender document shall be paid in form of DD/ banker's cheque/ pay order in favour of BDOCL Muzaffarpur payable at Muzaffarpur 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, BDOCL Muzaffarpur up to 1400 hrs on 27.11.2017
- ii. The tender documents can be submitted in person or through courier/ post to reach within the stipulated date and time. BDOCL Muzaffarpur 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, BDOCL Muzaffarpur.
- 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. Date & Time of opening Technical Bid will be informed suitably after receipt of bids at Corporate Office- Gurgaon by BDOCL Muzaffarpur. Date and time for opening of Price Bid shall be informed latter, to parties who qualify in technical bid evaluation by committee members of I.D.P.L
- ii. 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.
- iii. 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. 60000/- (sixty thousand) in shape of bank draft from any scheduled bank, in favour of BDOCL Muzaffarpur payable at Muzaffarpur, must be attached with the technical bid.

OR

- EMD may be furnished in form of bank guarantee issued by any scheduled bank in India for Rs. 60000/- (sixty thousand) 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. 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.
 - iv. 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 warranty 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 tender value within 15 days from the date of letter of intent/notification of award to successful bidder.
- ii. The bank guaranty 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.
- iii. Performance security shall be returned to the party after successfully 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 preferably in Muzaffarpur (Bihar)
- 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 have empanelled with DGR or State Ex-servicemen Corporation Certificate or valid license from the Deptt. of Home, Bihar in accordance with the private security agency (Regulation Act 2005).
- 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 personals (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:**

Technical bid should consist of following documents:-

- Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
- Profile of Tenderer.
- Cash receipt issued by Accounts department of BDOCL Muzaffarpur for cost of tender or DD of Rs.500/- from any scheduled bank, in favour of BDOCL Muzaffarpur

payable at Muzaffarpur (in case tender document is downloaded from website/CPP Portal).

- EMD as mentioned
- Letter of Authorisation in favour of signatory of documents.
- 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.
- Copy of work order / agreement (with complete schedule) and certificate for satisfactorily execution of the same work, to prove eligibility.
- Copy of labour registration of agency with Central Labour Commissioner (Central)/ Secretary to Government/ Labour Commissioner/Dy. Labour Commissioner, Government of Bihar.
- 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, Bihar in accordance with the private security agency (Regulation Act 2005)/proof of application and fee deposited for license
- List of organizations where security services were rendered in last five years/are being rendered by the bidder, along with length/period for which service is being provided and the nature of service.
- ESI code no. with proof of allotment.
- P.F. Code no. with proof of allotment.
- GSTIN of the Agency with proof of allotment.
- Copy of PAN Card of the Agency
- Proof of Labour Registration

Price bid should consist of party's quoted rates in Price Bid Format 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 entire 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., cost of uniform of personnel deployed by the contractor, all kind of taxes, service 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, etc. in addition to other rules and regulations for contract labour with all subsequent amendment thereof. BDOCL Muzaffarpur 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. 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 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 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Terms and Mode of Payment**

- i. Salary must be disbursed in respective bank accounts of all security personnel before 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 20 days from the date of submitting of bill.
- iii. Contractor/agency will maintain proper record for patrolling activity and submit the same, every month, along with bills.
- iv. The income tax (TDS) at prevailing rate shall be deducted at source from the monthly bill.
- v. Copies of the challans for deposit of E.P.F. & E.S.I. contribution and GST for the previous month shall be enclosed along with bill, failing which the payment will be withheld.
- vi. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BDOCL can avail credit. Otherwise the payment to the contractor will be reduced to that extent.
- vii. The payment of 2nd bill and onward will only be released after submission of required copy of paid challans on account of EPF, ESI 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 copy of paid challan on account of EPF,

ESI & service tax of final bill are submitted to the department.

viii. The supplier shall not claim any interest on payments under the contract.

15. **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). **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.
- 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.

16. **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.

17. **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.
- 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.

18. **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.

19. **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.

20. **Issue of Contract**

Within fifteen days from the date of notification of award, the contractor will have to sign the contract agreement and submit the Performance Security, as mentioned in clause 5 of section-III of this tender document, failing which the EMD will be forfeited and the award

will be cancelled.

21. **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.

22. **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, 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.

23. **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.

24. **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.

25. **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 interalia, 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.

26. **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 Muzaffarpur Jurisdiction only.

27. **Applicable Law**

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

28. **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.

29. **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. BDOCL/MUZ/Security/2017-18/01 dt 27.10.2017**" "**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 BDOCL/MUZ/Security/2017-18/01 dt 27.10.2017” “Price Bid”**.

iii. **Cover (C)**

Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as **“COVER-C” “Tender no. BDOCL/MUZ/Security/2017-18/01 dt 27.10.2017”**

30. 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.

31. **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.

SPECIAL INSTRUCTION TO TENDRERS (SIT)

1. **Scope of work :**

- i. The broad objective of the contracted Security Agency shall be to safe guard buildings, moveable and immovable assets, equipments at BDOCL Muzaffarpur and open land, from any thefts, pilferage of damage, encroachment etc. and also ensure safety of the employees, visitors, guests or any other persons working in its complex, by deploying adequately trained and well-disciplined security personnel who shall safeguard the 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/BDOCL 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 is 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 BDOCL is working after normal working hours and on holidays. Security personnel should properly record the movement of employees of BDOCL 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 BDOCL. 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.
- 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 BDOCL 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 equipment's, stationery etc. etc.
- xvii. The security personnel shall also carry out such other legitimate duties as are entrusted to them from time to time from BDOCL.
- 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 BDOCL
- xx. The details and credentials of the security personnel deployed for duty by the contractor shall be provided by the contractor to BDOCL. before being assigned the duty under the contract. If BDOCL. 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 BDOCL. 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 BDOCL.
- xxii. In case, any personnel of the contractor is found to be unfit by BDOCL. or is found to be not discharging his/her duties properly or is found incapable, the contractor, on the written complaint/request of BDOCL. shall be under an obligation to remove him from any duty in BDOCL. 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 BDOCL. regarding the conduct or behaviour of any security personnel, BDOCL. will have a right to enquire in to the matter and if BDOCL. 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 BDOCL., 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 BDOCL. 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 BDOCL and no change will be made therein without prior written information and approval of BDOCL. 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 BDOCL 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 BDOCL Muzaffarpur is as follows:

S.No	Post	Qualification/Experience	Number
1	Security Supervisor	Minimum Graduate/Ex-serviceman/retired from Para-military force	01
2	Armed Security Guard	Minimum 10 th . Pass/ Ex-serviceman/retired from Para-military force	03
3	Security Guards	Minimum 10 th . Pass/ Ex-serviceman/retired from Para-military force	15

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 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 BDOCL from the amount payable to the contractor or otherwise.
- v. The wages quoted in Price Bid will increase when minimum wage rates are revised by Govt. of Bihar in future from time to time. The increase will be proportionate to the change mentioned in Government Order.
- 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 BDOCL
- 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 BDOCL
- 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. The contractor shall work under the overall supervision and direction of the officer authorised by BDOCL. Muzaffarpur and the day to day functioning of the services shall be carried out in consultation with and under direction of BDOCL Muzaffarpur.
- xiii. The successful security agency must produce original bio-data/ KYC/credentials of security staff to be deployed for verification/submission including educational qualification, date of birth etc.
- xiv. The contractor shall at his own cost provide suitable uniform and shall be responsible for their proper maintenance. The contractor's staff working at BDOCL Muzaffarpur under this agreement should not work for any other firm/contractor/company during the tenure of this particular contract.
- xv. BDOCL Muzaffarpur 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.
- xvi. 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.
- xvii. The contractor shall ensure that the personnel deployed by him are disciplined and do not participate in any activity prejudicial to interest of BDOCL
- xviii. The decision of BDOCL Muzaffarpur in regard to interpretation of the terms and conditions of the agreement shall be final and binding on the Agency.
- xix. 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.
- xxvi. Any dispute arising out in this connection will be subject to Muzaffarpur Jurisdiction only.
- xx. The security personnel, deployed in BDOCL, 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.
- xxi. Salary must be disbursed to all security personnel before 7th of each month in presence of Company's representative, during working hours.
- xxii. Contractor, against this contract, shall provide the security staff within 30 days from the date of agreement.
- xxiii. Staff to be provided by the contractor will be short listed/selected for engaging their service by Officer in-charge of BDOCL. 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.
- xxiv. 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.
- xxv. Maximum age of manpower deployed shall not be more than 60 years at the time of deployment and shall work with BDOCL only up to the age of 62 years. Person above 60 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 then minimum wages mentioned in table below, which is statutory as per minimum wages act.
- ii. The contract shall comply will all applicable laws, ordinances, rules and regulations of the state/central government that shall be applicable in respect of this tender/ agreement such as the provision of Minimum Wages Act, payment of wages act contract (Regulations and abolitions rules 1971)
- iii. Bids with basic wages less then as mentioned in table below will be liable for rejection.
- iv. Minimum wages, vide include basic wages and D.A as announced by Government of Bihar but exclude other statutory dues.
- v. Any increase during the course of contract on minimum wages (basic & DA) and statutory contributions shall be payable according to GOs from time to time. The Increase shall be in proportionate to the increase of the rates in GOs
- vi.

S.No	Category	Minimum wages to be quoted
1	Security Supervisor	9906.00
2	Armed Security Guard	9906.00
3	Security Guard -Unarmed	8138.00

PRICE SCHEDULE
BDOCL/MUZ/Security/2017-18/01

Quotations to be submitted by the Tenderers as per the following Format on the Letter Head of the tenderer.

S. No.	DESCRIPTION	Security Supervisor	Armed Security Guard	Un-Armed Security Guard
(a)	(b)	(c)	(d)	(e)
1.	*Basic			
2.	E, P, F, @ (12%)			
3.	E, S, I, @ (4.75%)			
4.	E,,D,,L,,I,, @ (1.15%)			
5.	Service Charges/Profit Margin			
6.	TOTAL (1+2+3+4+5)			
7.	GST (at prevailing rate)			
8.	Total Charges/person/month (6+7)			
9.	No of person deployed in month	1	3	15
10.	TOTAL (8 x 9)			
11.	Total monthly wages (10c+10d+10e)			
12.	GRAND TOTAL			

***Minimum wages quoted should not be less then as indicated in this tender document.**

Quoted rate should only be in sealed envelope i.e. cover-B. Price Bid kept in open condition will result in disqualification of bid