



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
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CIN - L15492WB1924GOI004835

e- TENDER NO: BL/CFS-KOL/Security/19-20
DATED: 04.06.2019

TECHNICAL / COMMERCIAL BID

Tender Document

Providing Security Services at CFS and WD Kolkata

DUE DATE FOR SUBMISSION

14.06.2019 BY 6.00 P.M.

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	7
5	General Terms and conditions	9
6	Declaration accepting terms & conditions by bidder	18
7	Particulars of the organization	19-20
8	Price Bid	21
9	BG Format	22

NOTICE INVITING E-TENDER

On line bids in Two Bid System are invited from the reputed and experienced Vendors having Licensed Surveyor in their roll , who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” for undertaking the subject contract for **PROVIDING SECURITY SERVICES AT OUR CFS & WD Unit, Kolkata**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder’s credentials are to be uploaded along with the tender documents through the appropriate link.

SL. No	Description	Details
1	Name of Work	PROVIDING SECURITY SERVICES AT OUR CFS & WD Unit, Kolkata
2	e-Tender No	BL/CFS-KOL/Security/19-20
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	Three Years
5	Tender Fee	NIL
6	EMD	Rs.1.40 LAKHS /-(MSME/NSIC Reg. Vendors under micro and small category are exempted from submission of EMD
7	Downloading / Submission of Tender :	
	a. Starts on	04.06.2019
	b. Closes on	14.06.2019
8	Opening of Tenders	On or after due date and time for submission.

1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last three years
- f. Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit a an interest free EMD of Rs. **1,40,000/- (Rupees One Lac fourty thousand only)** by Demand Draft/Pay Order at our above address. **MSME/ NSIC vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.** The DD/PO/BG for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM. SC/ST Category having MSMED/NSIC Certificate should be specially mentioned. The EMD of the unsuccessful bidders will be returned after tender is finalised with the successful vendor**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

HELPEDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		

1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling

for tenders shall not be responsible for any claims/problems arising out of this. **There will be no further paper advertisement on this. Interested parties have to keep referring to the website of Balmer Lawrie or Central Public Procurement Portal or GEM for further information.**

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

PART- I
Experience/Scope of Work / Requirements

The company is desirous to engage a security Agency for guarding company's yard and office both at Container Freight Station (CFS) & Warehousing & Distribution (WD) Unit. Such security personnel should be of categories – Security Guard (Unarmed), Armed Guard (Armed) and Inspectors/Supervisors/ Assistant Security Officer. Company requirement with regard to number of personnel to be deployed may vary from time to time and Security contractor should be prepared to meet the requirements. The agency will have to place their personnel for duty within 24 hours of receipt of such requisition /intimation.

Companies must have experience in the following security activities. (Credentials to be attached.)

- (a) Guarding of the yard and Office premises by deploying security personnel round the clock in a year as per the terms of the NIT/Tender document.
- (b) To patrol and protect the entire Yard, Warehouses, Office & other buildings, all properties and materials, all containers and cargo stored in the yard, all fencings / boundary walls and such other facilities as determined by the Officer-in-charge of the company.
- (c) Checking/controlling/searching/frisking of employees/ visitors/vendors/staff engaged by various contractors as per policy of the Company during entry/exit of the premises, yard/ office building as and when required/as per instruction of the Officer-in-Charge/his authorized representative.

Vehicle Search manually should be done .

- (d) Checking of identity cards/Gate passes of employees/outside visitors moving in and out of the company's premises and to maintain records thereof. And operating the Visitors Management System (VMS)
- (e) Traffic Management in and around yard premises, vehicle parking and their control & to maintain records thereof.
- (f) Material Movement –Checking of documents like Challan / Gate Pass of Incoming & Outgoing materials /vehicles on authorized gate pass or letters and keeping records of the same.
- (g) Attending telephone at gate after Office Hours/Sundays /Holidays and passing important messages on to the concerned staff on the very next day.
- (h) Operate and Monitoring of CCTV & Over all control of the Security System including operating the Visitors' Management System (VMS) and issue of printed I-Cards to visitors/contract labour etc after entering the requisite details in the Computer provided in the gates (under VMS) and walkie talkie communication.
- (i) The Agency shall deploy trained Security personnel during each shift who in addition to their regular duties should be able to handle and operate all fire extinguishing equipments and fire fighting arrangements to combat fire hazards.

- (j) The Security Agency shall ensure that full strength of personnel is maintained at all points in time. All personnel engaged should have adequate training in first aid service and should make themselves available to meet any emergency service at any point of time.
- (k) First Aid / Medical: Basic medical assistance in the form of medicines and First Aid shall be provided by BL.
- (l) The Security Agency shall adhere to the rules framed by the Company from time to time.
- (m) In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to BL. Under no circumstances any security personnel will be allowed on duty beyond one shift. In case if the personnel is made to do duties for more than one shift, BL will not make any additional payment.
- (n) The Security Agency shall be responsible for dealing with the grievances of its employees to ensure their speedy redressal. All union related matters connected with its employees shall be wholly and exclusively be dealt the contracting agency themselves. It shall be the responsibility of the Security Agency to ensure that such issues do not affect the performance of its employees nor shall in any way be an impediment in effective discharge of duties by the security personnel in the yard.
 - a. The Contractor will take care of all the Local and Statutory issues and will be solely responsible to solve and tackle all local related issues.
 - b. The bidder must have Armed Security personnel duly trained in the operation of guns. The guns should have proper licenses issued /renewed by the appropriate Government Authorities. Bidders to provide necessary documentary evidence in this regard.

The above list is only illustrative. The Officer-in-Charge shall in consultation with the Agency can reduce or expand the scope of the duties & responsibilities without any additional liability on the part of BL.

GENERAL TERMS & CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a. Payment of an Interest Free EMD of Rs. **1,40,000/-**. **However, MSME/NSIC bidders under micro and small category are exempted from submission of EMD subject to submission of MSME/NSIC Certificate.**
- b. Average Annual Turnover of **Rs.30** lakhs during each of the last 3 financial years ending on 31.03.2017. Supporting documents regarding turnover, viz. Balance Sheet and Profit & Loss Account or a certificate from a Chartered Accountant, shall be enclosed with Techno Commercial Bid.
- c. Tenderer shall have at least 05 years' experience of providing satisfactory Security/Vigilance Services in reputed companies/establishments. Work Order copies
- d. Bidders are required to submit Solvency Certificate from their Banker not less than Rs.20 lakhs [Solvency certificate is to be submitted in closed envelop issued by the issuing bank].
- e. The Agency should have valid GST, PF & ESI Registration.
- f. The Agency should have Training Centre duly approved under the provision of PSARA Act.
- g. The bidder shall have ISO certification as appropriate for Security Agencies.
- h. The agency should have valid license to engage in the business of Private Security Agency subject to PASARA Act. [Copy of license to be submitted]
- i. The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.
- j. **The bidder must have armed security personal in operation of guns. All armed guards deployed must have valid license issued by appropriate Govt authority and should have Identity Card. The self-declaration for the same to be submitted by the bidder.**

[02] Duty Hours : The Security Services to be provided round the clock throughout the year on shift duty basis. The engagement may be round-the-clock or in more than one shifts depending upon volume of business as per actual requirement. Currently requirements are as follows for a whole day which comprises 03 shifts viz **A Shift – (06 am -02 pm), B Shift – (02 pm -10 pm) and C Shift – (10 pm -06 am):**

	Security Guard including Traffic Guards	Armed Guard (Skilled)	Security Supervisor/ Security Officer	Total

Requirements	(Unarmed) (Un-Skilled)		(Skilled)	
	29	6	3	38

The above figures are purely indicative and may vary depending on actual requirements. However Company does not give any guarantee for any specific number of security personnel to be deployed. Further, 3nos. of Traffic Marshalling person may be required to deployed from time to time only under specific instruction from Office-In-Charge concerned. Payment for such personnel shall be made accordingly.

[03] Negotiations

- 3.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 3.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

[04] Period of Contract:

The Period of contract of will be of three (3) years from w.e.f. date of issuance of our Letter of Intent (LOI)/Work Order (WO).

[05] Regulatory Mechanism:

Supply / deployment / engagement of security personnel shall be regulated in terms of Private Security Agencies (Regulations) Act, 2005 read with the Private Security Agencies Central Model Rule, 2006 and any other rules framed by the appropriate Governing authority under the Act. Relevant jobs are to be done by the respective Agencies within the legal parameters with accountability to regulatory mechanism as provided in the said Act and Rules framed there under as per constitutional objective and in national security and interest.

[06] **Employer – Employee relationship**

There will be no Employer and Employee relationship between Balmer Lawrie & Co. Ltd. and the guards/personnel so engaged by the Agency under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Agency to regulate any terms of employment with the engaged persons without any liability whatsoever to Balmer Lawrie & Co Ltd. The Security Guard personnel provided by the security contractor shall have no lien of claim in any manner on BL after their services are no more required by Balmer Lawrie & Co Ltd. or during their deployment. The Security personnel of the Agency shall not take part in any activity of Balmer Lawrie & Co Ltd Employees' Union/Association or any association/union of the Visitors/Vendors.

[07] Adherence to Labour Laws:

The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications:-

- ✓ Contract Labour [Regulation & Abolitions] Act 1970
- ✓ Employees Provident Fund & Miscellaneous Provision Act. 1952
- ✓ Employees State Insurance Act. 1948
- ✓ Minimum Wages Act. 1948
- ✓ Payment of Wages Act. 1936
- ✓ Employees” Compensation Act. 1923
- ✓ Payment of Bonus Act. 1965
- ✓ Private Security Agencies (Regulation) Act 2005
- ✓ The West Bengal Labour Welfare Act, 1974
- ✓ The Employment of Children Act 1938

[10] Arm License: All Armed Guards deployed must have valid arm license and identity card. Photo copy of each arm license should be enclosed along with the offer. The licenses for guns for the persons deployed by the agency will be the responsibility of the Agency. The Agency should have management capacity to run such security work in yard/factory and necessary License for possession of arms and ammunition. If any of the security personnel to be provided are Ex-Serviceman of Ex-Police man, please indicate their name in the format as provided below

Name of Armguard	Age	Licence No.	Validity

[08] Safety Measures : All guards deployed under this contract should compulsorily use/wear at all times on duty, required safety equipment, personal protective equipment to be provided by the Security Agency and follow all safety instructions written, verbal or implied. Company may disallow from the duty for the shift if any of the guards deployed fails to observe the safety guidelines/does not wear safety equipment, Company would have no liability for any loss or untoward incident arising out of such negligence and for such act the Contractor would be solely responsible to meet all fall-outs including legal and financial ones, if any. Suitable personal safety equipment for such purpose would be arranged by Contractor. Company would provide harness type safety jackets only.

[09] Uniform: The Security Agency shall provide two sets of Uniform for each year to its security personnel at its own cost. The Agency shall ensure that while on duty each and every security personnel presents himself in proper uniform. The illustrative list of uniform (2 sets each year) to be provided is given below:-

- (a) An arm badge clearly distinguishing the Agency,
- (b) Shoulder or chest badge to indicate his position in the organization,

- (c) Whistle attached to the whistle cord and to be kept in the left pocket,
- (d) Leather boots -Black (Army Pattern) with eyelet and laces,
- (e) Nylon Socks -Black/ steel grey
- (f) Woolen Barrette Cap-Blue/maroon
- (g) Web belt –Brown/ black
- (h) Shirt (Good Quality)
- (i) Trousers (cotton/terry cotton)
- (j) A headgear which is also to carry the distinguishing mark of the Agency.
- (k) Rain Coat & Gumboot (One Set Each Year)
- (l) Winter Jacket.(One Set Each Year)

The uniform items to be issued within 1 month of commencement of the contract. Rain Coat & gumboot to be issued on the month of May, before the onset of monsoon season.

The above list is illustrative only. However, the Agency should provide other articles like guns, name badge, , stick, batons, umbrella, torch light, search light, etc. at their own cost as customary for proper and efficient discharge of security duties.

[10] Conduct & Discipline:

- (a) All the security personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- (b) Every security personnel shall behave well with the employees of Balmer Lawrie & Co Ltd., its clients, visitors and also with their own team members.
- (c) All employees shall be at work punctually at the time fixed and as notified to them. Late attendance and irregular attendance including early departure will not be entertained at any point of time.
- (d) If the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, Balmer Lawrie & Co Ltd will be at liberty to deduct the requisite amount on pro-rata basis from the bill of the agency besides imposition of penalty for non-observance of the terms of contract. The Agency should make good to any loss of property incurred by such acts of misconduct as per prevailing norms.
- (e) During the course of duty if any guard is found sick or develop, he shall be immediately withdrawn from duty.
- (f) If Balmer Lawrie & Co Ltd considers that the replacement of a particular security guard personnel deployed by the security agency is necessary for reasons to be recorded in writing by Balmer Lawrie & Co Ltd, this will be done by the Security Agency within 24 hours of receipt of written request from Balmer Lawrie & Co Ltd and Balmer Lawrie shall not be responsible or handle any grievance/dispute arising thereof.

[11] Antecedents etc of Security personnel:

- (a) The agency will get their antecedents, character and conduct of individual security personnel to be deployed in Balmer Lawrie & Co Ltd verified by respective local police before deployment and shall produce the same to Balmer Lawrie & Co Ltd. In case of change of any worker, payment of wages for that worker will be released only after submission of police verification. The character / antecedents verification of Security Guards to be deployed by the Agency will be got carried out by the Security Agency at their cost to the satisfaction of Balmer Lawrie & Co Ltd.
- (b) It is a pre-condition that while employing Security Personnel, the Agency shall take adequate care that no such person having criminal background is employed as Security Personnel. Persons dismissed from defense service and/or involved in or having previous record of anti-social activities should not be deployed in the Company's establishment. In case any adverse report is found against any security personnel deployed by the Agency, such personnel would immediately be removed.
- (c) The agency shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of Balmer Lawrie & Co Ltd. The security personnel shall abide by the provisions of law.

[12] Miscellaneous Expenses: The agency shall provide and bear all the expenses incurred on the following as and when required:

- a) Agency have to ensure that all his 3 (Three) security officer/supervisor deployed in our premises must carry mobile phones while on duty. A lump-sum amount of Rs.100/- per individual per month shall be paid by BL. However, security person found not using/carrying mobile shall be denied payment on this account.
- b) Provision of torches and cells to the security personnel on night patrol.
- c) Stationery for writing duty charts etc.

[13] Supervision:

- (a) There has to be 03 Supervisors/Security Officers, one in each shift respectively who will supervise/coordinate the security arrangements throughout the yard. The Supervisors/ Security Officers would be responsible for overall security arrangements and communicate immediately to competent authority any reportable incident/validated suspicion including safety hazards or infringements within or around the company premises that may compromise safety/security/interest of the company. A log book would be maintained for this purpose.
- (b) The Director or Branch Manager or Area Manager or Authorised Representative of the Security Agency shall visit the unit at least once a week and personally supervise and review the service performance of its personnel posted by them and report to the authorised officials of the Company about the same and satisfy them. They will also carry out such routine inspections at night and keep the Company informed about details of such checks.

- (c) During the weekly visit, Agency's representative will also meet the officer in charge/supervisor of security for mutual feedback regarding the work performed by the personnel deployed and for removal of deficiencies, if any, observed in their working. Such mutual feedback must be documented diligently. The Officer on behalf of BL or his authorized representative may review the work of the agency.
- (d) The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit an attested photocopy of the attendance record and enclose the same with the monthly bill. Such attendance register shall be checked by the Inspector/Supervisor/Assistant Security Officer in charge of the security.

[14] COMMON CHARTER OF DUTIES

[The list below is only illustrative. The Officer-in-Charge shall in consultation with the Agency can reduce or expand the scope of the duties & responsibilities]

[15] Responsibility for Theft/Loss of Company's Property : In case of any theft / loss/ pilferage of Company's property where security agencies have been engaged for guarding purpose, detailed enquiry will be conducted by the company. If negligence on the part of Security Personnel is found, the Agency shall have to accept the liability of loss assessed by Balmer Lawrie & Co Ltd. and it will be recovered from Contractor. The amount is to be deposited by way of Demand Draft in Company's account.

[16] Payment:

Agency has to pay to the security personnel their monthly earnings/ salary by transferring to their individual bank account by 7th day of the succeeding month as per the Minimum wages Circular in the employment of Security Services for Zone A in the State of West Bengal published from time to time, issued by the Office of Labour Commissioner, Government of West Bengal. Payment against monthly bills along with duty roaster duly certified by our Officer/Competent Authority, Wages bill, statutory dues bills of that month, proof of payment of that month into individual bank account, PF and ESI deposit (and service tax deposit proof of the previous month) **shall be made within 15 days from the date of submission of certified bills of the preceding month.** Due to any reason if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. Company will pay minimum wages as revised from time to time.

- (a) Agency has to provide the security personnel every month with their pay slips, PF/ESI submission proof slip.
- (b) The Agency shall be required to provide a bank mandate in order to receive payments through electronic mode which is faster and hassle free. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it.
- (c) The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify Balmer Lawrie & Co Ltd against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in premises/facility.

- (d) The Security Agency shall ensure submission of monthly returns regarding payment of Provident Fund, Employees' State Insurances etc and furnish proof of such contribution to BL along with payment particulars.
- (e) If the Security Agency fails to comply and effect payment to the Statutory / Competent authorities – PF & ESI in respect of their employees deployed to work at BL, and/or fails to comply with the Statutory provisions /laws as applicable and/or fails to pay /implement Minimum wages as revised from time to time, then BL shall be at liberty to with hold payment of bill till the time necessary compliance is done. Furthermore, continuance of such non-compliance will entitle BL to terminate the contract without any loss or encumbrance on the part of BL.

[17] EMD : Rs.1,40,000 [Rupees One Lakh fourty thousand only] only by way of Demand Draft/Bank Guarantee favouring Balmer Lawrie & Co. Ltd., payable at Kolkata to be submitted along with the Techno Commercial bid. EMD will be refunded to unsuccessful bidder without any interest after finalisation of tender.

[18] Security Deposit : Rs.7,00,000/- [Rupees Seven Lakhs only] in the form of Bank Guarantee which would be valid for **36** months from the commencing date of Contract period with a additional claim period for 6 months. EMD will be refunded on receipt of Security Deposit/Bank Guarantee without any interest.

[19] Indemnity : The contractor shall indemnify the Company from all liabilities and responsibilities of all security personnel to be employed by the contractor at Company's premises including their necessary licence/permission etc. from competent authorities. The Company shall have no liability whatsoever concerning the persons/security staff deployed by the Agency for the purpose. The Agency shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of security staff by them during the entire run of the contract. In case the Security personnel deployed by the Agency resort to any litigation in any court for any reason or raise an Industrial Dispute, the security Agency shall be solely responsible towards the verdict of the court, at its own cost. The security Agency is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against BL and BL is entitled to deduct the sum from the pending or future bills of the security Agency.

[20] Sub Contracting : The Agency shall not be allowed to Sub-Contract the work awarded to them in whole or in part.

[21] Overtime:

- (a) No Security personnel will be allowed to work in double shifts at a stretch i,e continuous double shift duties for a single person will not be allowed.
- (b) In the event of stoppage of work due to any political or employees' agitations or for any other reasons, the security personnel shall continue to do their duties and no extra charges will be paid by the Company towards any extra effort for this work.

[22] Parallel Contract and Risk & Cost: The Company reserve the right to award parallel Contract or award part of the work to other Agency (ies) in the event of failure of the Agency to perform the function of the Contract to the satisfaction of the Officer-In-Charge and the same will be at the risk and cost of the Agency.

Secondly, In case the uniform & other dues are not paid in time by the contractor to the security guards In case the Contractor fails to provide the uniform (as per list mentioned in para 9 above) then the same will be provided by BL at the risk & cost of the Contractor.

[23] Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

[24] Termination of Contract: The Company reserves the right to terminate the contract on the happening of any of the following. The list below is however only illustrative.

- (a) Company reserves the right to terminate the contract by giving three month's notice on the vendor and on other side vendor also may terminate the contract by serving three months notice to BL.
- (b) Upon termination of the contract or on expiry of the period of the contract, the Security Agency shall ensure prompt withdrawal of all their personnel/employees deployed by them from the Company's premises and shall ensure peaceful handover of the charge of security arrangements back to the Company or to such personnel/ organisation as may be directed by the Company. Any violation of this will be considered as a breach of trust/agreement and in such an eventuality BL will be entitled to stop all payments to the security agency. The Company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the Security Agency at the premises of the Company will be considered as trespass.
- (c) The Contract will be terminated if the Agency does not commence the work in the time and in the manner described in the Contract Documents or if the Officer-in-Charge notices/finds the occurrences of any one or more of the following events/contingencies :-
 - (i) Failure to carry out the work in conformity with the Contract documents or to comply with any of the terms of the Contract.
 - (ii) Failure to carry out the work in accordance with time schedule and/or fails to safeguard company's interest.
 - (iii) Due to continuous indiscipline and improper supervision on the part of the Agency.
 - (iv) If the Registration by the appropriate authority is cancelled or withdrawn.

- (v) If the Agency abandons the work.
- (vi) Distress execution of any other legal process being levied on or upon the Agency's "goods" "persons" and assets.
- (vii) If the Agency or any person employed by the Agency, offers/accepts for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether in cash or kind) from/to any employee or agent of the Company.
- (viii) If, during the continuance of the contract, the Agency becomes bankrupt, make any arrangement with his creditors or permit any execution to be levied or goes into liquidation whether compulsory or voluntary including voluntary liquidation for the purpose of amalgamation or reconstruction.
- (ix) If the Company decides not to execute the work for any reason whatsoever, then in such case the Company shall have the right/power to terminate the Contract. No compensation shall be payable to the Agency in the event of such termination.
- (x) In the event of termination of the Contract, the Agency shall have to vacate the site/premises peacefully and remove the personnel deployed by the Agency within stipulated period as communicated to the Agency by the Company's officials.
- (xi) If the Agency fails to comply with any obligation as mentioned hereinbefore.
- (xii) If the Agency fails to follow the rules and regulations under Contract Labour (R&A) Act. 1970, Employees Provident Funds and Miscellaneous Provision Act, 1952, Minimum Wages Act, 1948 and other applicable legislations etc.

In the event of termination of the Contract for reason(s) aforesaid (except sub-clause (ix) & (x), the Company reserves the right to get the balance work executed through alternate source(s) at the risk and cost of the Agency and the Security Deposit of the Agency shall stand forfeited.

[25] Validity of Offer : All the tenderers must keep their offers valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender.

[26] Taxes & Duties : All the tenderers should quote their rates which is inclusive of all taxes, duties levies etc. excluding service tax which shall be paid by Balmer Lawrie & Co Ltd. as per prevailing rate at the time of making the payment.

[27] Acceptance/Rejection of Contract : The Company reserves the right to accept the full or part of tender or reject any/or all tenders for the concerned job without assigning any reasons thereof. BL also reserves the right to reject any bid which in its opinion is nonresponsive or violating any of the conditions/specifications without any liability or any loss whatsoever it may cause to the bidder in the process.

[28] Annual Leave: All the security personnel deployed at our premises should be given annual leaves as per the applicable statutory norms.

[29] Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/CFS-KOL/Security/19-20 and hereby confirm our acceptance of the same.

Place: Signature of Tenderer :

Date: Name & Address :

Telephone Nos :

Office :

Fax Nos. :

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./ LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST registration no.	
12	PF & ESI registration no.	
13	Name of the Banker	
14	Whether registration under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

ADDITIONAL DETAILS PERTAINING TO THIS TENDER

Sl. No	Description	Tenderers Details
1	Total No. of Registered Companies to whom Security Service is currently being provided by the Agency: [State at least 3 names with addresses, phone nos.]	
2	List of major customers i.e., Govt./PSU/Reputed Private Companies. (Upload/Enclose experience certificate in support of each indicating number of personnel engaged for last 5 years)	
3	Total No. of Security Personnel on your Roll as on date [Give break-up of each category]	
4	Details of DGR Registration/empanelment (Please upload/enclose the relevant documents/certificate etc.)	
5	Details of training facility complying PASARA ACT.	
6	Details of ISO certification (Please upload/attach a copy of the ISO certificate)	
7	Awards/Commendations received from State/Central Govt (other than contract awarding agencies) (Upload/Enclose attested copies, if any).	
8	Name of the contact person and his/her office/residence phone no. & Mobile No. & e-mail	
9	Do the Security Agency have Armed Security personnel trained in the use of guns which have proper licenses issued /renewed by the appropriate Government Authorities (Necessary documentary evidence in this regard to be produced.)	- Yes/ No

N.B. Copies of documents in support of the particulars furnished hereinabove shall be uploaded/ attached.

PART II: PRICE BID
SCHEDULE OF RATES

No.	Description	Security Guard (Unarmed) (Rs / month per head)	Armed Guard (Armed) (Rs / month per head)	Assistant Security Officer (Rs / month per head)	Remarks
		(Un Skilled)	(Skilled)	(Skilled)	
1.	Basic Wages (Quotations to be given in line with Minimum wages Circular for Zone A in the employment of Security Services in the State of West Bengal published from time to time by the Office of Labour Commissioner, Government of West Bengal.)	8005.00	9687.00	9687.00	
2.	Bonus (8.33% of Sl. No.1)	667.00	807.00	807.00	
3.	Leave wages	385.00	466.00	466.00	
4.	PF (13% of Sl. No. 1) [inclusive of EDLI & Administrative charges]	1041.00	1259.00	1259.00	
5.	ESI (4.75% of Sl.no.1,2, and 3)	428.00	518.00	518.00	
6.	Contribution to Labour Welfare Fund	15.00	15.00	15.00	
7.	Allocation to Gratuity (4.81% of Sl No. 1)	385.00	466.00	466.00	
8.	Tiffin allowance	200.00	200.00	200.00	
9.	Mobile Reimbursement	0.00	0.00	100.00	
10.	Cost per Head (Sum of SL. No:01 to 08)	11126.00	13418.00	13518.00	
11.	Service Charges as a percentage of amount under Sl. 10 above to be quoted. (Inclusive of uniform & others as per NIT)				

Note: Price should be firm for the entire period of contract. No escalation will be permitted on any account during the contract period except due to change in minimum wages or other statutory rates. Statutory charges on account of GST as applicable.

CHAPTER – III
FORMAT OF BANK GUARANTEE

We.....(Name of the Bank) of.....(Place) having registered office at..... (hereinafter called “the Bank”) are bound into BALMER LAWRIE & CO. LTD. [Container Freight Station] P-3/1, Transport Depot Road, Kolkata – 700 088 having its registered office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter called the “Employer”) in the sum of to the said Employer as security for compliance with the contractor M/s..... Address performance obligation in accordance with the Bank binds itself, its successors and assigns, by these presents.

THE CONDITIONS OF THE OBLIGATIONS ARE :-

- [1] If the contractor, withdraws its contract during the period of validity of this guarantee or
- [2] if the contractor, having been assigned with the contract and accepted by the contractor, fails to execute the contract, during period of contract. We hereby affirm that we are guarantors and responsible to you on behalf of the contractor, upto a sum of first written demand declaring the contractor to be in fault under the contract and without any demur any sum or sums as specified by you within the limit ofas aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee shall be irrevocable and valid upto and including 12 [Twelve] months from the commencing date of Contract period with an additional claim period for 6 months. And any demand in respect thereof should reach the Bank not later than such date.

With the common seal of the Bank signed this

[Name of Bank]

By [Authorised Representative]

Designation

[Signature of Witness]

Name of Witness

Address of Witness