

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES TO CIMP CAMPUS

Tender Enquiry No. SAO/116/1/14/SS/17-1, Date: 14th November, 2017

CIMP



CIMP

चन्द्रगुप्त प्रबन्ध संस्थान पटना
CHANDRAGUPT INSTITUTE OF MANAGEMENT PATNA

Mithapur Institutional Area, Patna-800001.

Table of Contents

S.N.	Contents	Page No.
01.	Section-I: General Instruction to Tenderers	03-08
02.	Section-II: General Terms & Conditions of Contract	09-16
03.	Annexure-A: Scope of Work	17-18
04.	Annexure-B: Resource Requirements	19
	Manpower Requirements	20
05.	Annexure-C: Technical Bid	21-22
06.	Annexure-D: Declaration	23
	List of Enclosures	24
07.	Annexure-E: Financial Bid	25-26
	Declaration by the Tenderer	27
08.	Annexure-F: Bank Guarantee Form for EMD	28-29
09.	Annexure-G: Proforma of Performance Guarantee	30-31
10.	Annexure-H: Format of Contract Agreement	32-34

SECTION- I

GENERAL INSTRUCTIONS TO TENDERERS

1. Definitions and Abbreviations:

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

1.2 Definitions:

- (a) "Contract" means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (b) "Tender Inviting Authority" or "Client" or "Tender Acceptance Authority" or "Contracting Authority" means the Senior Administrative Officer of Chandragupt Institute of Management Patna.
- (c) "Competent Authority" means the Director of Chandragupt Institute of Management Patna.
- (d) "Contractor" means the successful tenderer selected for execution of contract for security services.
- (e) "Day" means calendar day.
- (f) "Institute" means Chandragupt Institute of Management Patna.
- (g) "Earnest Money Deposit" (EMD) means Bid Security/Monetary/Financial guarantee to be furnished by a tenderer along with this tender.
- (h) "Services" means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at CIMP under the contract.
- (i) "Performance Security" means Monetary/Financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on him/them. Performance Security may also be interchangeably used as Security Deposit in the document.
- (j) "Tender" means Bid/Quotation/Tender received from a Firm/Tenderer/Bidder.
- (k) "Tenderer" means an agency/firm registered in India as or under Proprietorship/Partnership/LLP/Pvt. Limited/Limited Company/Societies/Trust.

2. Abbreviations:

- (i) BG means Bank Guarantee
- (ii) EMD means Earnest Money Deposit
- (iii) GST means Goods & Services Tax
- (iv) DDP means Delivery Duty Paid named place of destination (consignee site)
- (v) GCC means General Conditions of Contract
- (vi) GIT means General Instructions to Tenderers
- (vii) NIT means Notice Inviting Tenders.
- (viii) TED means Tender Enquiry Document
- (ix) TIA means Tender Inviting Authority
- (x) FY means Financial Year
- (xi) ITR means Income Tax Return

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

4. Eligibility Criteria

- (a) Tenderers should be agencies registered under Indian Registration Act 1908/Indian Partnership Act 1932/Companies Act 1956, for providing similar kind of services for the last five financial years (i.e. providing security services through Ex-servicemen/Civil Guards) to reputed national Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies.
- (b) The bidder must have a valid (as on bid submission date) license for security services of the Private Security Agencies (Regulation) Act, 2005 (Act-29 of 2005, Government of India) as amended/revised by the Bihar Private Security Agencies Rules-2011.
- (c) The Tenderer must have achieved minimum average annual turnover of ₹50 Lakh during the last three completed financial years and should be profit making.
- (d) The Tenderer should be registered for Income tax, GST and EPF
- (e) The Tenderer should have a valid registration under Contract Labour (Regulation and Abolition) Act, 1970 at the time of bid submission date.
- (f) The Tenderer should not have been debarred either by the Tender Inviting Authority or by any State Government or by Government of India.
- (g) The Tenderer should have minimum five years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (h) The Tenderer should meet any one of the three criteria as under:
- (i) Should have successfully completed ONE similar work of value equal to ₹25 Lakh or more reputed national Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies in last three years.
- OR
- (ii) Should have successfully completed TWO similar works of value equal to ₹15 Lakh each or more each from any reputed national Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies in last three years.
- OR
- (iii) Should have successfully completed THREE similar work of value equal to ₹10 Lakh each or more from any reputed national Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies in last three years.

5. Documents required in support of Eligibility:

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

- (a) A copy of Firm's Registration/Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid license for security services of the Private Security Agencies (Regulation) Act, 2005.
- (c) Self-attested copy of valid Registration Certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (d) Statement of Average Annual Turnover of the last three FYs years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (e) Audited Balance Sheet along with Profit & Loss Statement of the last three FYs years.
- (f) GST and Income Tax Clearance Certificate of last financial year.
- (g) Self-attested copies of registration certificates under the Employee Provident Fund (EPF), GST Acts and PAN Card.
- (h) Self-attested copies of Work Orders and Client's Satisfactory Certificates in support of qualification criteria given in **Para-4 (g) above**.
- (i) EMD in the prescribed manner.
- (j) Self-attested copy of GSTIN Certificate
- (k) Self-attested copy of the last three years of ITR of the agency
- (l) Acceptance of Terms and Conditions
- (m) Power of Attorney/Authorisation for signing the tender documents
- (n) Declaration that the security agency has not been blacklisted by any government department
- (o) Declaration confirming the availability of adequate manpower of requisite qualification and experience for deployment in CIMP.
- (p) Certificate/Verification from local police station
- (q) Enclosure(s) as may be applicable under Para-11 (b) to (h) of Technical Bid

6. Tender Validity:

- (a) The Tender should be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

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

- (a) The Tenderer is required to submit Earnest Money Deposit (EMD) of ₹1,00,000/-. The EMD should be in the form of Demand Draft/Bank Guarantee issued from any Scheduled Commercial Bank drawn in favour of **Chandragupt Institute of Management Patna** payable at **Patna**. BG should

be valid for at least 180 days beyond the date of tender submission date. Format of BG is at Annexure-F.

- (b) The Tenders received without EMD as above, shall be summarily rejected.
- (c) The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the Performance Security Deposit.
- (d) No interest shall be paid on the EMD.

8. Bid Price:

- (a) The tender prices should be in Indian Rupee.
- (b) The tenderer shall quote for all work, i.e., mentioned in Scope of Work, failing which the bid shall be considered *Non-Responsive*.
- (c) Tenderers should submit all the details of bid prices as per format given in Annexure-E.
- (d) The wages quoted in the financial bid for security staff (skilled/semi-skilled/non-skilled) should not be less than the prevailing minimum wages as fixed and notified by the Government of Bihar at the time of bid submission. The bids found quoting less than the said rates shall be rejected summarily.
- (e) At any point of time, during currency of contract, the wages payable to the security staff shall not be less than the statutory notified minimum wages. It shall be the responsibility of the contracting agency to bring to the notice of the client all changes in the minimum wages fixed and notified by the respective agency of the Government of Bihar and get the monthly bills under the contract approved accordingly. All the consequences of non-payment of minimum wages shall be the exclusive responsibility of the agency.

9. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per two bid system, i.e., Technical Bid and Financial Bid.
- (b) The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the documents required in **Para-4 & 5 above** and EMD as per **Para-7 above**. Technical Bid should also contain Tender Form as per Annexure- C, Declaration Form (Annexure- D), Manpower Details, Performance Statement, Details of Staff available with the Agency.
- (e) Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure-E**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- (f) The rates should be quoted for the services to be provided as per instructions given in the tender document.

- (g) Both the bids (Technical and Financial) should be separately sealed in envelopes super-scribed as **Technical Bid** and **Financial Bid**, respectively. Both the sealed envelopes should be put in a third **sealed** envelope and should be super scribed as **Tender for Security Services at CIMP**.
- (h) Sealed Tenders should be addressed and submitted to **Senior Administrative Officer, Chandragupt Institute of Management Patna (CIMP), Mithapur Institutional Area, Patna-800001**, by **15:00 hrs. of 07th December, 2017** through **Registered/Speed Post only**.
- (i) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

10. Opening of Tenders:

- (a) Technical Bids shall be opened the same day, i.e., **07th December, 2017** at **16:00 hrs.** at CIMP.
- (b) The Tenderers' representative may attend the Tender opening.
- (c) During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Price Tender shall be signed by all committee members and kept unopened for opening at later date.
- (d) The date and time of opening of Price Tenders shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of Price Tender.
- (e) In the event of any of the above mentioned date(s) being declared as a holiday, the tender(s) shall be opened on the next working day at the appointed time.

11. Evaluation of Tenders:

- (a) **The committee constituted by the Competent Authority shall evaluate the Technical Bids with reference to technical requirements and various other criteria mentioned in the Tender Document. Based on the qualifying criteria, a rank list of the tenders shall be prepared.** Tenderers who fulfil all the basic parameters as per the technical qualification criteria alone shall be qualified.
- (b) Only the Technically Qualified tenderers shall be further considered for Opening and Evaluation of Financial Bids. Financial bids and EMD of those tenderers who are not technically qualified shall be returned immediately without opening of the financial bids.
- (c) The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- (d) In case more than one price bid quoting the same rates are received, the winning bidder shall be selected **based on the respective position in the rank list prepared as per (a) above.**

12. Performance Security Deposit and Award of Contract:

- (a) On being informed about the acceptance of the Tender and before signing the agreement, the

successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, performance security amount, equal to **10% of Annual Contract Value**, in the form of **unconditional irrevocable Bank Guarantee** (as per format given in **Annexure-G**) pledged to Tender Inviting Authority valid for 18 months from the date of signing of the agreement.

- (b) The successful Tenderer shall execute an agreement (As per format given in **Annexure-H**) on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (c) If the successful Tenderer fails to execute the agreement and/or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his/their tender has been sent, on account of any reasons, and is unable to undertake the contract, his/their selection will be cancelled and the EMD deposited with the tender shall stand forfeited by the TIA.
- (d) The TIA reserves the right to accept or reject any or all bids without assigning any reasons. TIA also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the Conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

13. Effectiveness and Duration of Contract

- (a) The contract shall come into effect from the date of signing by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services which can further be extended on the existing terms and conditions from time-to-time, subject to the approval of the Competent Authority, for a maximum duration of 24 (twenty four) months; but not exceeding 12 (twelve) months at a time.
- (b) However, either of the contracting parties may terminate the contract by serving three months' notice in writing without assigning any reason(s) thereof.
- (c) In the event of the institute administration being not satisfied with the services of the contractor due to any proved incident(s) of misdemeanor by the security personnel or any security lapse, the TIA reserves the right to forfeit the SD of the contractor apart from terminating the contract with three months' notice in writing.

14. Commencement of Services

The services provider should commence the security services within 30 days of signing of contract or any other date mutually agreed by both the parties. The validity period for the contract shall be considered from the date of commencement of service.

SECTION-II

GENERAL TERMS & CONDITIONS OF CONTRACT

- 1) The security personnel provided shall be the employees of the Contractor and all statutory liabilities such as ESI, PF, Workmen's Compensation, etc. will be paid by the contractor. The security personnel deployed by the contractor should be properly trained, having requisite experience and skills for carrying out a wide variety of **Security** and **Fire-fighting** services using appropriate materials and tools/equipment.
- 2) The contractor shall ensure the health and safety measures of the employees deputed for the works at its end.
- 3) The security agency shall employ about 10 % manpower from the category of Ex-Servicemen not above the age of 55 years. The contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the institute. The security agency shall not employ any person below the age of 21 years and above the age of 55 years.
- 4) If the Contractor is a Registered Company/partnership of two or more persons, all such persons shall be jointly and severally liable to the institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with the authority to sign. The Company/partnership shall not be altered without the approval of the institute.
- 5) The contractor shall engage only such personnel, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff. The contractor shall submit copies of the discharge books of ex-servicemen to the institute administration, before their deployment.
- 6) The contractor at all times should indemnify Contracting Authority against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time-to-time. Contracting authority will not own any responsibility in this regard.
- 7) The Agency shall also be responsible for the insurance of its personnel. The Security Agency shall specifically ensure compliance of various Laws/Acts, including *but not limited to* the following and their re-enactments/amendments/modifications as may be made from time-to-time:
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund Act, 1952
 - (c) The Workmen's Compensation Act, 1923
 - (d) The Factories Act, 1948
 - (e) The Contract Labour (Regulation and Abolition) Act, 1970
 - (f) The Payment of Bonus Act, 1965
 - (g) The Payment of Gratuity Act, 1972

- (h) The Employees State Insurance Act, 1948
- (i) The Employment of Children Act, 1938
- (j) The Motor Vehicles Act, 1988
- (k) The Minimum Wages Act, 1948
- (l) The Industrial Disputes Act, 1947
- (m) The Maternity Benefits Act, 1961
- (n) The Private Security Agencies(Regulation) Act 2005
- 8) The security staff deployed through the contractor in the institute shall not claim any benefit, compensation, absorption or regularization of their services in the institute either under the provisions of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority shall not be party.
- 9) The Security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters to any third person. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the TIA shall have every right to remove the said person immediately and the onus shall lie on the contractor to comply with it.
- 10) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 11) Any liability arising out of accident or death while on duty shall be borne by the contractor.
- 12) Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. Trolley mirrors will be used for the inspection of four wheelers/other vehicles.
- 13) The Contractor and its staff shall be responsible for protection of all properties, assets and equipments in the premises of the institute and shall take proper and reasonable precautions to prevent its loss, destruction, theft, waste or misuse. In the event of any such unfortunate incident, the onus will lie on the contractor and the contractor shall be liable to recoup the damage/loss and the TIA shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).

- 14) The contractor shall have his own establishment/set-up/mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract. The decision of the TIA in this regard will be final and binding on the agency.
- 15) The Contractor shall do and perform all such security services, acts, matters and things connected with the administration, security and conduct of security personnel as per the directions enumerated herein and in accordance with such directions, which the TIA may issue from time-to-time.
- 16) The institute reserves the right to have any security personnel removed that it deems undesirable or otherwise. The Contractor shall have the right to change its security personnel with prior intimation to the TIA.
- 17) The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of ₹200/- on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
- 18) The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the faculty members/officers/staff/students/visitors etc. The institute reserves the right to have any person removed in case the security personnel is not performing the job to the satisfaction of TIA. The contractor shall be liable to arrange for an immediate suitable replacement in such cases. The decision of the TIA in this regard will be final and binding on the agency.
- 19) The eight hourly shift will normally commence from 06:00 to 14:00 hrs. 14:00 to 22:00 hrs. and 22:00 to 06:00hrs. However, the shift timings are changeable and may be fixed by the institute from time-to-time depending upon the requirements.
- 20) 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.
- 21) The security personnel deployed by the Contractor shall work under overall supervision & direction of the TIA. The Tender Inviting Authority/Nodal Officer shall specify the services of guards to be obtained in each shift.
- 22) The Contractor shall ensure proper maintenance of muster roll of the person employed/engaged in connection with the work at the institute premises.
- 23) Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized Proforma approved by the TIA along with a computer generated attendance sheet and a copy of the payment advice of the preceding month sent to the bank for salary credit in respect of the persons deployed. The attendance sheet must be duly verified by the TIA or an official nominated by the TIA for actual shifts manned/operated by the personnel supplied by the contractor.

24) No other claim on whatever account shall be entertained by the institute. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. To ensure this, the following measures shall be adopted:

- (a) Contractor shall pay their entitled wages by 10th of the following month. It shall not be linked to the payment of the bill from TIA or need for the checking/verification, if any, at their end.
- (b) Payment to such workers must be made by the service providers through bank advice/e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.
- (c) In order to ensure that such workers get their entitled wages by 10th of the following month, the following schedule will be adhered to:
 - (i) Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - (ii) Monthly bill as per the above cycle, will be submitted by the contractor in first week of following month.
- (d) The contractor must ensure that entitled wages of the workers are credited to their bank account on the 10th of the following month, Service provider will not be given any relaxation in this matter.
- (e) While submitting the bill for the next month, the services provider must file a certificate certifying the following along with necessary proof :
 - (i) Wages of workers were credited to their bank accounts on (date).
 - (ii) ESI Contribution relating to workers amounting to ₹ _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - (iii) EPF contribution relating to workers amounting to ₹ _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - (iv) Payment of GST collected during the last month
 - (v) He is complying with all statutory Labour Laws including Minimum Wage Act.

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

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

27) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide a suitable substitute in time for the same, it will be treated as absence and penalty of ₹200/- per vacant point per shift be deducted from the contractor's bill.

- 28) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel and is found to be true by the institute administration, a penalty or ₹5,000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides, the Security Guard/Supervisor found involved in the incident shall be removed from the institute immediately and black-listed for any future deployment at its premises.
- 29) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, TIA reserves the right to impose the penalty as detailed below:
- (a) 1% of annual cost of order/agreement per week, up to four weeks' delay.
- (b) After four weeks' delay, the TIA reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his EMD/SD shall also stand forfeited.
- 30) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Contractor shall stand forfeited.
- 31) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 32) The Contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 33) The contractor shall indemnify and hold the Tender Inviting Authority or any designated officer harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the contractor.
- 34) The bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. TIA will be at liberty to get anybody re-examine in case of any doubt. Only physically fit personnel shall be deployed for duty.
- 35) The contractor shall bear all the expenses incurred on the following items, i.e., Provision of Torches, Dry Cells, Sticks/Baton, and other implements to security staff, Stationary for writing Duty-Charts and Registers at Security Posts/Check Points for records keeping as per requirements.
- 36) Agency will provide Mobile Phones and hand-held Walkie-Talkie sets to each Supervisor on-duty and at each of the Security Points to ensure effective timely communication between them.
- 37) The institute shall not be responsible for providing residential accommodation to any of the security personnel of the contractor.
- 38) The Contractor must have their own Supervisory and Quick Response Team in nearby cities of place of contract to deal with any emergency situations.

- 39) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by contracting authority besides annulment of the contract.
- 40) The decision of the institute in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 41) Penalty Clause-In case of any irregularities noticed, the penalty amount will be levied by the TIA up to the extent of 10% of the monthly charges due for relevant month, after issuing show-cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time.

42) Scope of Work and Services:

- (a) Details of the scope of work are enclosed at **Annexure –A**
- (b) Details of Equipment to be used, Number of Manpower and Liveries to be used are given at Annexure -B.
- (c) The numbers given in Annexure -B are the minimum. The contractor shall provide resources, to meet the contractual obligations. All the resources mentioned at Annexure-B and other items required as & when, shall be provided by the contractor within the cost of its management fee.

43) Variations

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

44) Material:

Any deviation in the quality and quantity of security tools quoted will invoke penalty as per Annexure-B. In case, the contractor has not provided the sufficient number of equipment(s)/tool(s)/tackle(s), the institute may procure it in the larger interests of its security and deduct the cost from the bills of the contractor.

45) Risk Clause:

- (a) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the TIA or a nominated official.
- (b) The Contractor and its staff shall take proper and reasonable precautions to protect from loss, destruction, theft, waste or misuse the areas of responsibility given to them by the institute, and shall not knowingly or unknowingly lend any person or company any of the effects or assets of the institute under its control.
- (c) In the event of any such unfortunate incident, the onus will lie on the contractor and the contractor shall be liable to recoup the damage/loss and the TIA shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).

- (d) The contractor shall ensure the safety of the life and property of all the individuals in the premises, whether residing or working or visiting the institute premises for whatsoever reasons, apart from that of the building and various class of assets in the premises.
- (e) Any proved incident of non-conformity to **Para-45 (d) above** by the security personnel, shall invite forfeiture of the SD apart from termination of the contract as per norms.
- (f) The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- (g) Training to the security personnel deployed in the institute must be imparted regularly on soft skills and ethics. Ways of working in a reputed national educational institution should be communicated to all contract staff.

46) Force Majeure

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

47) Obligation of the Contractor:

- (a) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
- (b) The contractor shall submit copies of acknowledgments substantiating filing of returns every year and shall keep the Tender Inviting Authority fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- (c) The contractor shall also comply with all applicable statutory liabilities under the labour laws, etc.

48) Disputes' Settlement:

- (a) In the event of any dispute or differences arising under the terms of this Agreement, the same shall be settled by mutual discussion and negotiation. Only when such procedure fails, such matters shall be settled through a reference to arbitration by a Sole Arbitrator to be appointed under the provisions of Arbitration and Conciliation Act 1996.

- (b) In case of any dispute between the agency and institute, the institute shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Patna only.



CIMPA

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the-clock security services in the institute premises as mentioned in this tender document.

The agency shall ensure safety of the life and property of the students, employees, visitors, guests or any other person(s) working in the institute premises and safeguard the buildings, movable and immovable assets, equipments and other item/property of the institute, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the institute premises. In case of any incident such as theft, pilferage, robbery, fight, accident inside the campus, it is the responsibility of security agency to coordinate with the designated Officer in lodging of FIR, legal proceeding etc.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. Security staff will be responsible for overall security arrangements of the institute premises.
2. Security Agency will ensure;
 - (a) That all instructions of the administration are strictly followed and there is no lapse of any kind whatsoever.
 - (b) Proper record-keeping of all inward/outward movement of students, employees, guests, visitors, sub-contractor personnel, material, vehicles, etc. with proper check on the same as per instructions given from time-to-time by the TIA or designated official.
 - (c) That no items are allowed to be taken out without proper Gate Pass issued by the competent officers as authorized by the TIA for in-out movement of stores. The specimen signatures and telephone/mobile numbers of the aforesaid officers shall be available with the security personnel.
 - (d) Deployment of Guards/Security Supervisors as per the instructions of the authorities of the institute from time-to-time and the security agency will be responsible for their optimum utilization.
 - (e) That there is no unauthorized or uninvited entry/trespassing either of men or stray dogs/cattle into the premises.
 - (f) That the security guards on patrol duty take regular rounds of the premises to maintain vigil and remain alert and take due care of all the outdoor water taps/valves/water hydrants, etc. over the premises.

- (g) That Plantation, trees and grassy lawns are not damaged by the man, machine or cattle.
- (h) That water taps/lights/ACs are not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.
- (i) Supervision of the water pump operations at desired intervals.
- (j) Simulated exercise of intrusion/forced entries/various other contingencies once in a month.
3. The security personnel should be well-trained in fire-safety and disaster management operations. They should be able to extinguish the fire with the help of fire extinguishing cylinders and other fire-fighting material available on-the-spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities. A mock fire drill may be organized every month.
4. The Security Supervisor/Guards are required to display mature behavior, especially towards women, patients, differently-abled (दिव्यांग) and elderly persons.
9. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
10. The Security Agency will be responsible for all police liaison work
11. Any other duties/responsibilities assigned by the institute administration may be incorporated in the agreement. The same shall also be binding on the contractor.
12. The Security Supervisor/Guards are required to perform a parade ceremony on the occasions of National Festivals (Independence Day & Republic Day).



CIMPA

RESOURCE REQUIREMENT

1. The contractor is required to provide the following items:

S.N.	Description	Nos. required (Mandatory)	Penalty (per person/day) in the case of non-availability (₹)
1	Search Light (with the range of 100 metres for night surveillance)	With all gate keeping staff	200/-
2	Rain Coats	For all gatekeeping staff	200/-
3	Umbrellas	For all gatekeeping staff	100/-
4	Mobile Phone	For at least half of security staff	50/-
5	Hand-held Walkie-Talkie	For at least half of security staff	200/-
6	Hand held Torch	For all Security Staff	50/-
7	Shirt & Trousers, Cap Shoes, Belt, Name Tag, each Security Staff posted.	For all Security Staff	200/-
8	Woolen jacket (for winters)	For all Security Staff	100/-
9	Battens or Rules	For all Security Staff	50/-
10	Whistles	For all Security Staff	50/-

2. The number of items given above is to be maintained at site. Any shortage in the above, if observed at the site, will invite penalty as per Para-1 above.
3. No extra payment shall be paid to the contractor towards providing above items. The agency has to manage above items within the quoted Management Fee/Service Charges.
4. In case the agency fails to provide any of equipment tools, tackles continuously for a period of 15 (fifteen) days, TIA has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

CIMP

MAN-POWER REQUIREMENT

S.N.	Particulars	Essential Qualifications	Number
01.	Trained Security Supervisor (Ex-serviceman/Paramilitary)	Graduate with good communication skills in the age-group of 35 to 55 years with a minimum 8 years of experience. He should not have any physical or mental disability.	01
02.	Male Security Guard (Ex-serviceman/Paramilitary)	Matriculate in the age-group of 30 to 55 years with a minimum 5 years of experience. He should not have any physical or mental disability.	09
03.	Female Security Guard (<i>preferably</i> Ex-servicewoman/Paramilitary)	Matriculate in the age-group of 30 to 55 years with a minimum 5 years of experience. He should not have any physical or mental disability.	01
Total		11	

P.S.:

1. The number indicated above is for each shift of 8 hours' duration. The actual numbers may vary depending upon the need assessed from time-to-time.
2. The onus lies on the contractor to provide the minimum number of manpower as per the schedule.
3. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting in the institute.
4. The contractor shall not post any such security staff whose relatives may be working in the institute.

समृद्धि
विकास
विद्या
संस्कृति

CIMP

TECHNICAL BID
(In a separate sealed Cover-I super scribed as “Technical Bid”)

01. Name of the agency :

02. Full Address of the agency :

03. Telephone No. of the agency :

04. FAX No. of the agency :

05. Email ID of the agency :

06. Website of the agency, if any :

07. Contact Person :

08. PAN of the agency :

09. GST No. of the agency :

10. Trade License No. of the agency :

11. Credentials :

(a) Setup of the agency :

(Details of managerial, supervisory and other staff and also the number of muster roll staff available for performing this service)

(b) Is the agency registered under Private Security Agencies (Regulation) Act 2005 (PSARA)?

Yes/No

(If Yes, please enclose details with document/evidence)

(c) Does the agency has Labour License? Yes/No

(If yes, please enclose copy thereof. License to keep armed guards and license for guns /shots should also be enclosed)

(d) Is the agency registered/empanelled with DGR? Yes/No

(If Yes, please enclose substantiating documents thereof)

(e) Are you covered by the Labour Legislations, such as, ESI, EPF, and Gratuity Act etc.? Yes/No

(f) If Yes to Para-11 (d) above, please provide your

(i) EPF No. :

(ii) ESI Code. :

(g) Are you governed by minimum wages rules of the Govt. of Bihar? Yes/No

(If yes, please enclose substantiating documents thereof)

(h) Work Experience*:

(This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a **Performance Certificate** from the organisation where the job was carried out for the last 3 years)

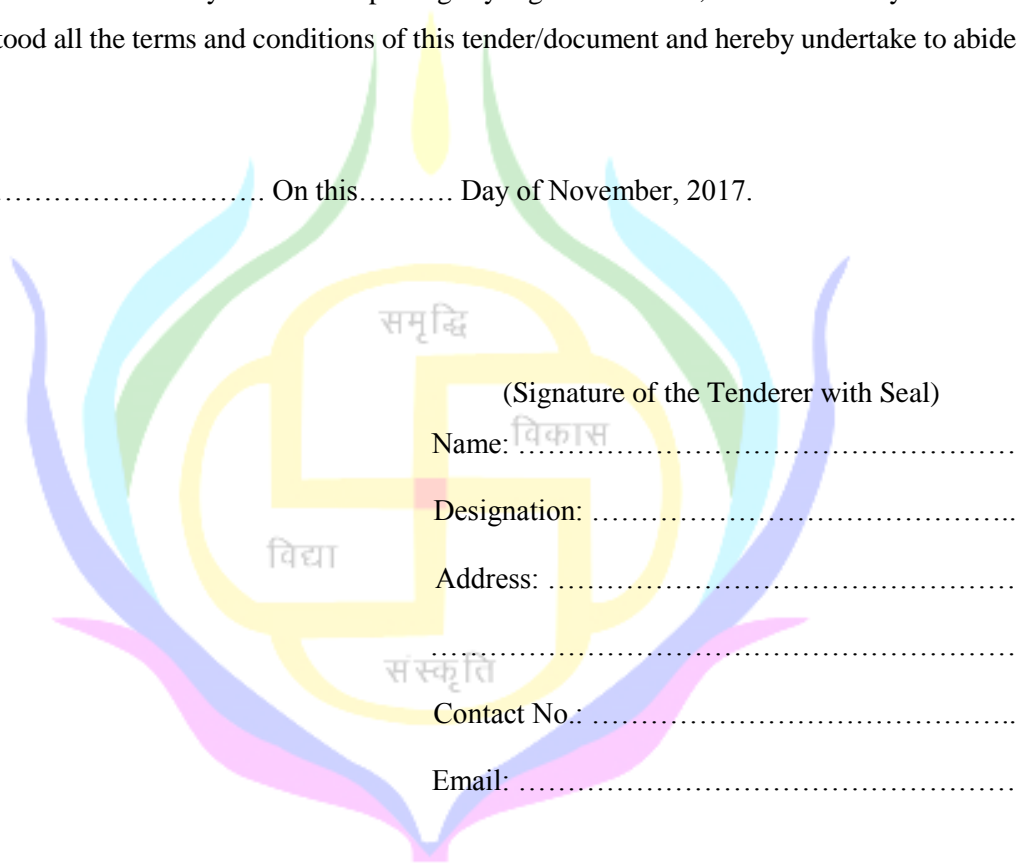
S.N.	Name and full address with Telephone No. and email ID of the organisation to whom services provided	Duration		Total Contract Period	Total Contract Amount (₹)	Reason(s) for termination of contract
		From	To			

*Attach additional sheet(s), if required

DECLARATION

I hereby solemnly declare that the information furnished herein is true and correct to the best of my knowledge and belief. I understand that in the event of any of the(se) information found fully or partially incorrect at any point of time, CIMP may be at liberty to take any action against me as it may deem fit. I further testify that before putting my signature herein, I have carefully read and fully understood all the terms and conditions of this tender/document and hereby undertake to abide by them.

Signed at..... On this..... Day of November, 2017.

The logo of CIMP (Central Institute of Modern Physical Sciences) is a stylized flame or flower shape with a yellow and orange center. It contains the Sanskrit words 'समृद्धि' (Prosperity) at the top, 'विद्या' (Knowledge) on the left, and 'संस्कृति' (Culture) at the bottom. The logo is surrounded by colorful petals in shades of blue, green, and purple.

(Signature of the Tenderer with Seal)

Name: विकास

Designation:

Address:

Contact No.:

Email:

CIMP

List of Enclosures (To be submitted with the Technical Bid):

1. Tender Fee
2. EMD
3. Firm's Registration/Incorporation Certificate with relevant authority in India
4. Self-attested copy of Trade License Certificate
5. Self-attested copy of PAN Card
6. Self-attested copy of GSTIN Certificate
7. Self-attested copy of the last three years of ITR of the agency
8. Balance-Sheet of the last three years of the agency duly certified by a Chartered Accountant
9. Acceptance of Terms and Conditions
10. Power of Attorney/Authorisation for signing the tender documents
11. Undertaking that the security agency has not been blacklisted by any government department
12. Undertaking that no case is pending with the police against the Proprietor/firm/partner or the agency
13. Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in CIMP.
14. Certificate/Verification from local police station
15. Enclosure(s) as may be applicable under **Para-11 (b) to (h)** of **Annexure-C**
16. Financial Bid in a separate sealed cover super scribed "Financial Bid"

The logo of CIMP (Central Industrial Machinery Plant) is a stylized emblem. It features a central yellow square with a white 'C' inside. The square is surrounded by a circular border with the Sanskrit words 'समृद्धि' (Prosperity) at the top, 'विकास' (Development) on the right, 'विद्या' (Knowledge) on the left, and 'संस्कृति' (Culture) at the bottom. The entire emblem is set against a background of colorful, flowing lines in shades of blue, green, and pink.

CIMP

FINANCIAL BID

(To be printed on the Letter Head of the agency and submitted in a separate sealed Cover-II super scribed as “Financial Bid”)

S.N.	Particulars	Unit*	Rate** per person per month (₹)	Amount per month (₹)
01.	Trained Security Supervisor (Ex-serviceman/Paramilitary) in uniform with I-Cards, Shoes, Belts, Cap and Name Plates etc. for providing round-the-clock security in the campus in three shifts of 8 hrs. each. Essential Qualification: Graduate and should not be more than 55 years of age.	01		
02.	Male Security Guard (Ex-serviceman/Paramilitary) in uniform with I-Cards, Shoes, Belts, Cap and Name Plates etc. for providing round-the-clock security in the campus in three shifts of 8 hrs. each. Essential Qualification: Matriculate and not be more than 55 years of age.	09		
03.	Female Security Guard (preferably Ex-servicewoman/Paramilitary) in uniform with I-Cards, Shoes, Belts, Cap and Name Plates etc. for providing round-the-clock security in the Girls' Hostel in three shifts of 8 hrs. each. Essential Qualification: Matriculate and not be more than 55 years of age.	01		
04.	Management Fee/Service Charges	-		
05.	GST	-		
	Total	11		

* Excluding relievers. Exact number may vary as per security requirements assessed from time-to-time.

CIMMP

** The consolidated and all-inclusive quoted rates should not contain the wages component less than the minimum wages of Govt. of Bihar and must contain the break-up in the following structure:

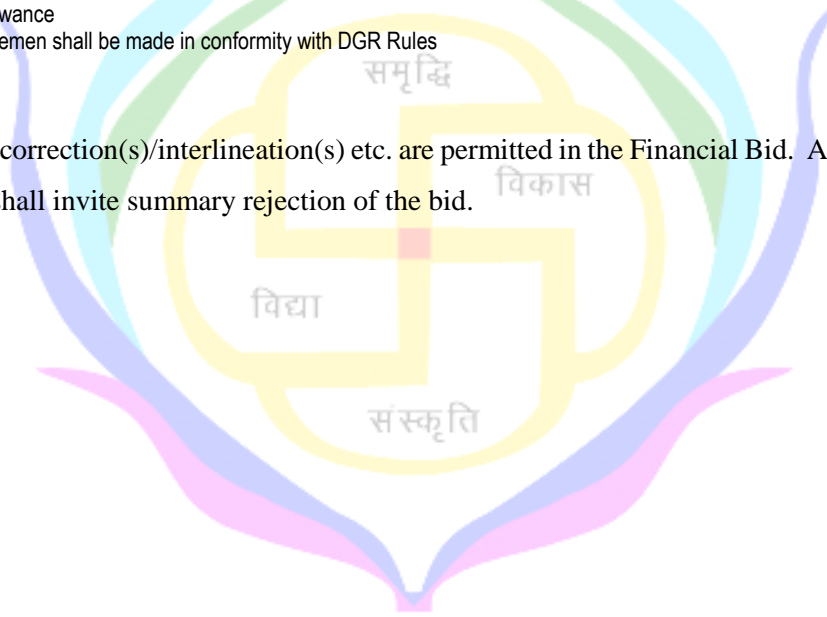
S.N.	Description	Percentage (To be read in conjunction with the latest rules/acts/notifications of the government)	Supervisor (per unit) Ex- Serviceman##	Security Guard (per unit) Ex- Serviceman	Security Guard (per unit) General
01.	Basic wages plus VDA# per month	-			
02.	ESI	4.75% (of Basic + VDA)			
03.	EPF	13.36% (of Basic + VDA)			
04.		Total			
05.	Leave/Weekly Offs	4.33 Days (Column-6/30*4.33)			
06.		Total			
07.	Bonus	8.33% of ₹7,000/- or (Basic + VDA) whichever is higher			
08.		Total Grand			

Variable Dearness Allowance

Payment to Ex-Servicemen shall be made in conformity with DGR Rules

P.S.:

No overwriting(s)/correction(s)/interlineation(s) etc. are permitted in the Financial Bid. Any such instance as such, if found, shall invite summary rejection of the bid.



CIMPA

DECLARATION BY THE TENDERER

1. I hereby solemnly declare that the information furnished herein is true and correct to the best of my knowledge and belief.
2. I understand that in the event of any of the(se) information found fully or partially incorrect at any point of time, CIMP may be at liberty to take any action against me as it may deem fit.
3. I further testify that before putting my signature herein, I have carefully read and fully understood all the terms and conditions of this tender/document and hereby undertake to abide by them.
4. No other charge(s) shall be payable by the client.
5. There shall not be any increase in the rates during the Contract Period, except under the provisions contained under the Terms & Conditions.

Signed at..... On this.....संस्कृति Day of November, 2017.

(Signature of the Tenderer with Seal)

Name:

Designation:

Address:

Contact No.:

Email:

CIMP

BANK GUARANTEE FORM FOR EMD

In consideration of the Senior Administrative Officer (hereinafter called the “Tender Inviting Authority” or “Client”) floating Tender No. SAO/116/1/14/SS/17-1 (hereinafter called “said tender”) for annual contract of security services as per terms and conditions mentioned in the above tender, M/s..... (Hereinafter called “Tenderer”) have decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for ₹1,00,000/- (Rupees One Lakh) only as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We _____ (hereafter referred to as the “Bank”) hereby undertake following:

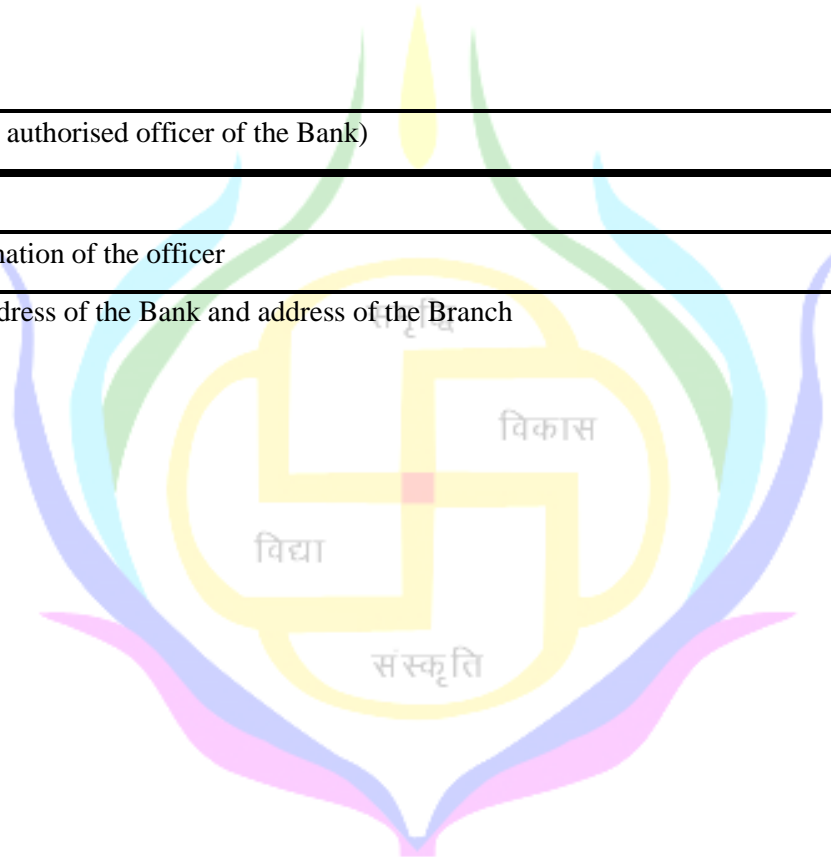
1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the full liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We finally undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client notwithstanding anything mentioned above, our liability against this Guarantee is restricted to ₹75,000/- (Rupees Seventy Five Thousand) only and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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



CIMPA

PROFORMA OF PERFORMANCE BANK GUARANTEE

In consideration of the Senior Administrative Officer (hereinafter called the “Tender Inviting Authority” or “Client”) having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between Chandragupt Institute of Management Patna and M/s..... (Hereinafter called the “said Contractor”) for the work of providing Security Services having agreed to production of an irrevocable Bank Guarantee for ₹...../- (Rupees) only as a security/guarantee from the contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereafter referred to as the “Bank”) hereby undertake following:

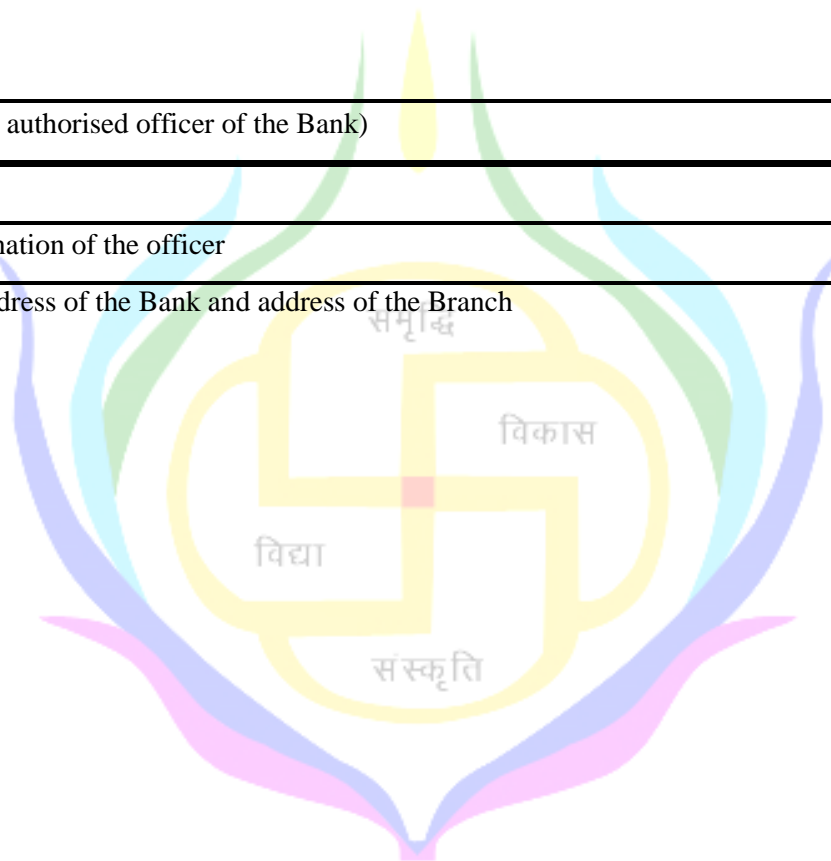
1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the full liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
5. We finally undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to ₹...../- (Rupees) only and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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



CIMP

FORMAT OF CONTRACT AGREEMENT

(On ₹100/- Non-judicial Stamp Paper, see ITB Clause-15)

This agreement is made at Patna on this Day of Two Thousand Seventeen between the Director, Chandragupt Institute of Management Patna, acting through Senior Administrative Officer, Chandragupt Institute of Management Patna, having its campus at Chandragupt Institute of Management Patna, Mithapur Institutional Area, Patna-800001 (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

AND

M/s _____, having its registered office at _____

(Hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Security Services for CIMP at Patna on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in CIMP. The 'Client' shall have no liability in this regard.

2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at CIMP premises. The 'Client' shall have no liability in this regard.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) The Letter of Acceptance issued by the Client.
 - b) The supplier's bid including Enclosures, Annexures, etc.
 - c) The General Conditions of the Contract
 - d) The Scope of Work
 - e) The Financial Bid
 - f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.
4. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving three month notice on either side.
6. In case of non-compliance with the contract, the 'Client' reserves its right to:
 - a) Cancel/Revoke the contract;
and/or
 - b) Impose penalty up to 10% of the Total Monthly Bill.
7. Security Deposit equal to 10% of the **Annual Contract Value** (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.
8. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in CIMP premises.
9. The security personnel provided by the 'Agency' will not claim to become the employees of CIMP premises and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in CIMP premises.
9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Govt. of Bihar.
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
12. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified

against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
13. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide.
However, all matters of jurisdiction shall be at the local courts located at Patna.

This Agreement will take effect from _____. The period of contract will be valid for one years and it may be further extended by maximum period of two years (1+1 ext.+1 ext.) subject to the satisfactory performance by the service provider.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed/(or have hereunto set their respective hands and seals) the day and year mentioned above in Patna in the presence of the witness:

For and on behalf of the 'Agency'

For and on behalf of the 'CIMP'

Signature of the Authorized Official

Signature of the Authorized Official

Name of the Official

Name of the Official

Stamp/Seal of the 'Agency'

SIGNED, SEALED AND DELIVERED

By the said _____ By the said _____

_____(Name)

(Name)

on behalf of the 'Agency' in presence of

on behalf of the 'CIMP' in presence e of

Witness

Witness

Name

Name

Address _____

Address _____

