

# **THE MEHAM COOP. SUGAR MILLS LTD., MEHAM**

Last date of receipt of tender: 5.1.2015

Negotiation date: 6.1.2015 at 11.00 A.M.

**Subject:- Tender form for Security services in the Mills for the year 2015-16.**

Name & Address of the party:

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Ph. No.

Mobile No.

Fax No. \_\_\_\_\_

<b>S.No.</b>	<b>Particulars</b>	<b>Prevailing minimum wages of Labour Deptt.</b>
1.	Rate of wages per security guard p. month( 26 days)	
2.	PF charges % 13.36%	
3.	Service Charges 5%	
4.	Service tax 14%	
5.	Cess on service tax	
6.	Total wages of one security guard p. month.	

## **Detailed terms and conditions are as under:-**

1. The tenderer, hereinafter referred to as the second party must be a private security agency duly licensed by the controlling Authority under the Haryana PSA rule 2009 for PSARA, 2005.
2. The tenderer shall be required to furnish license from the Commissioner Labour, Haryana, Chandigarh under Section 12(B) of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970).
3. The area covered under the contract for security is the whole premise of The Meham Coop. Sugar Mills Ltd., Meham including residential colony and other places is desired by the Managing Director on behalf of the mills hereinafter referred to as the First Party. The requirements of security guards to be provided can be increased/decreased as per actual requirements from time to time and the payments becoming due shall also vary accordingly.
4. The responsibility of workers deployed for security services will be to prevent any loss of the mills due to theft, pilferage of material and to maintain law and order in the campus by controlling mischievous element, creating anisance in the mill premises including residences colony. The Second Party shall ensure conduct of these responsibility.
5. The tenderer shall pay to the personnel employee the monthly rates as notified by Minimum Wages Act from time to time.
6. In addition the Second Party shall pay all the statutory benefits such as Provident Fund and Employee's State Insurance facilities for the personnel employed by it. The party shall have to produce online record in this behalf. .
7. Each of personnel shall perform 8 hours duty each day (i.e.) within a period of 24 hours and shall be given a weekly day off after 6 days continuous working.

8. The Mills shall have the right to ask for the removal of any person of the Second party who is not considered to be competent and orderly in the discharge of his duties.
9. The Second Party shall give an undertaking for the following effect in the form of an affidavit of Rs. 5/- on non-judicial stamps paper duly attested by the Notary Public A Class Magistrate and the same shall be part of the agreement.

“M/s -----shall deposit all the contribution like Provident Fund, Employees State Insurance etc. with the appropriate authority regularly and that M/s -----shall be responsible for implementation of provisions of legislations and rules there under as made applicable by the appropriate Government to the class of workers in respect of present contract awarded.”

10. The Second Party shall furnish the receipt of money deposited with Commissioner Provident Fund alongwith EPF/A/C number Employees State Insurance for the previous month alongwith the bill sent for the following month in order to get the payment released and Second Party shall submit in affidavit each month in respect of disbursement of salary to the workers alongwith the authenticated copy of the acquaintance roll for the payment of salary in the preceding. Month and deposit of Employee's State Insurance and Provident Fund Contribution.
11. The tenderer shall also submit the acquittance roll of the preceding month with the bill for the next month duly verified by the Officer Incharge.
12. The tenderer shall disburse the wages to its staff through banker's cheque drawn at Meham and cash in cases of utmost urgency with the permission of First Party. The Second Party shall also submit every month an affidavit for having discharged the above responsibility and also submit a copy each of the statutory returns required to be filed with the Statutory Authorities of Employees Provident Fund and Employee's State Insurance and with such other Statutory Authorities under the various Labour Legislation Applicable. Failure on the part of the Second Party in complying with the above requirements shall made the Second Party liable for penalty, which First Party might consider necessary and equitable. The First Party may also withhold the payment of subsequent months in case of such failure on the part of the Second Party.
13. The tenderer shall be responsible for all injuries and accident to persons employed by him.
14. The tenderer shall provide sufficient sets of uniforms to its employees and ensure that they wear them at all times and maintain them clean. No extra charges on this account and no uniform washing allowance etc. shall be admissible. In case of any infringement of this condition the First Party shall reserve the right to levy a penalty of Rs. 50/- per day per person.
15. All employees of the Second Party shall be issued/provided identity cards bearing their photographs. Photographs for identity cards shall be provided by the Second Part at their own cost.
16. The contractor shall issue name badges to all their employees which they shall wear while on duty.
17. It shall be the responsibility of the Second Party to return identity cards to the First Party when the employees leave their employment or when their

- services are terminated by the Second Party.
18. The Party shall be responsible for the contract and behavior of its workers. If any employee of the Second Party is found misbehaving with the staff of the First Party of the General Public, the Second Party shall terminate the services of such employees at their own risk. The Second Party shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the First Party.
  19. Frequent changes in the posting of personnel should not be made so that functioning of the First Party is not adversely affected.
  20. When any worker of the Second Party proceeds on leave the Second Party shall immediately replace the worker without addition to expenses to the First Party.
  21. The tenderer shall be responsible to provide immediate replacement to take the place of any personnel who is not available for duty at the place of posting and such other additional worker as may be required for additional areas for which prior information shall be given/provided. In the case of failure of the Second Party to comply with these requirements, the First Party shall have the right to levy penalty at the rate double the daily amount payable to such personnel including the statutory charges.
  22. The Party shall not appoint any sub-contractor for carry out any obligations under the contract or transfer the contract to any other person/firm.
  23. The Party shall work, under the overall supervision of the Officer Incharge Security or any other Officer authorized by the First Party for the execution of the contract and for the day to day security of the First Party. The Second Party's workers shall work under the administrative control of the Managing Director of the First Party. The Second Party shall take the security services and other services on all Sundays, Gazetted Holidays i.e. round the clock without any break.
  24. None of the employees of the Second Party shall enter into any kind of private work at the different campuses of the First Party during working hours or otherwise failing which penalty as stipulated in Clause 13 of the above terms and conditions shall be imposed without giving any notice. The amount of penalty shall be deposited by the Second Party immediately with the Cashier of First Party and inform the Managing Director of the First Party.
  25. The Party shall maintain different complaint books for different campuses/area of the First Party which shall be made available to the supervisory staff of security of the First Party.
  26. The party shall deposit Rs. 5.00 lacs with the First party as security which will be released without interest after satisfactory completion of contract. This amount can be deposited in the form of a bank guarantee in favour of the mills.
  27. The party shall deploy near total security staff from the Ex-serviceman in order to provide "Round the clock security services" as per time to time requirement of the First Party and communicate the list of such employees being recommended for deployment indicating their names, parentage, residential address, age etc. for further consideration regarding their fitness for duty by the Officer before the deployment. He will further intimate any change about their particulars immediately from time to time.
  28. The party shall be paid against monthly bill to be submitted by the Second Party. Payment of the bills of the Second Party shall be made by the First

- Party within 07 days of their receipt of the bill. However, if any delay in process of the bills occurs on the party of the audit section which is beyond the control of the first party, then the second party shall have to arrange for the salary of the employees/security guards from its own resources in anticipation of release of bills amount soon. This provision is required to make the regular payment to the security personnel so that they may keep on doing their duty with the full motivation. The payment to the security staff shall be made by the second party before 10<sup>th</sup> of every month.
29. The monthly payment shall be made to the Second Party on a production of certificate of the Second Party rendering of security services satisfactorily at all the different area of the First Party by the Officer Incharge Security/ any other authorized Officer.
  30. The bills shall be submitted to the Second Party on the basis of attendance given by the Incharge of the Second Party on the first or second of the every month following and the bills shall be cleared by the First Party by 4<sup>th</sup> or 5<sup>th</sup> of the every month to enable the Second Party to disburse the salary on the 7-8<sup>th</sup> of the every month.
  31. In case of any non-compliance of the clause/terms of the contract or incase the Second Party fails to implement the schedule of services and responsibilities to the entire satisfaction to the First Party or any Officer nominated by it like Officer Incharge Security and authorized Officer on any day in any part of the said places, the Second Party shall be penalized by imposing a penalty as deemed fit by the First Party of the institute and may forfeit the security deposit in full or any part thereof at its sole discretion and the decision of the First Party in this regard shall be final and binding. The penalty shall continue for successive days till he Second Party gets the certificate from the security superintendent/other authorized Officer regarding restoration of satisfactory services/compliance of clauses of the contract.
  32. The contract shall be valid for a period of 3 months w.e.f 01.09.2015 to 30.11.2015 contract may be extended if first party found by one year further, if work of the second party is found the services of second party satisfactory or as per requirement of the first party. However, either party may terminate this contract by giving two calendar month's notice in advance. However, the First Party shall have the right to terminate the contract forthwith and to forfeit the security deposit if the security services rendered by the Second Party are found unsatisfactory and the decision of the First Party in this regard shall be final and binding..
  33. In case of any dispute, arising out of the above agreement between the First Party and the Second Party the matter shall be referred to the D.C., Rohtak for arbitration whose decision shall be final and binding on both parties, in case of any legal dispute between the two parties, venue of the arbitration shall be at Meham only.
  34. The second party shall fully indemnify the First Party for any loss suffered by the First Party because of any omission or commission on the part of the Second Party in discharge of its contractual and legal obligations during the validity of the period. The Second Party shall also fully indemnify the First Party for any such losses which become known even after the expiry of this contract the above mentioned losses, shall be deemed to include loss due to any award decree of the Court or arbitration by any judicial or quasi-judicial authority.

35. That the Party shall provide the names, address, age and full particulars of the workers to be deployed to the First Party for security service etc. well in advance.
36. Income Tax, if any, as per income tax rule shall be deducted at source while remitting wage bill for payment to the First Party.
37. That the security staff as provided by the Second Party shall always remain employees of the Second Party for all intents and purposes and the Second Party alone shall be liable for any dispute which may have any sort of legal repercussion in a Court of Law.
38. That the Second Party will indemnify the First Party avoiding any orders of the Labour Court in case of any dispute between the staff employed by the Second Party. The First Party will be free from any encumbrances on account on any payment on the orders of the Labour Court i.e. liability will be bone by the Second Party.
39. The Second Party will ensure that the Security instructions are meticulously observed by the security staff deployed by the Second Party. The Second Party will also ensure for providing additional security staff as and when required on special occasions.
40. If there is infringement by second party, the payment will be made direct at the cost of the Second Party.
41. The Party will be responsible towards any loss, damage, theft and compensation.
42. The Managing Director or any official authorized by him shall be at liberty to carry out any surprise check on the working of persons. So deployed by the contractor in order to ensure that the required nos. of persons are deployed and that they are doing their duty properly.
43. If any liability arises late on PF & service tax the Second Party will be wholly responsible for it.
44. The payment of PF & service tax will be made after verification of PF challan & service tax challan from C.A.O. of the mills.
45. The contractor will submit ECR (Electronic challan cum return) 3A monthly of the PF deposited in the Govt. Treasury of all the security guards to the Mills.
46. The Second Party shall be complying with the Haryana PSA RULES 2009 FOR PSARA, 2005 WITHOUT FAIL. Any lapse may be reported to the controlling authority for cancellation of the license.

Signature of the party

Managing Director

# **THE MEHAM CO-OPERATIVE SUGAR MILLS LTD., MEHAM**

## **Sub: Technical Bid for contract of Security staff.**

Name of the party: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Rate contract for providing labours for security services in the mills for the period of six months from -----to ----- . The party intending to offer their service is required to provide following information on sealed envelope addressed to be submitted as per tender motive given in News Paper.

<b>S.No.</b>	<b>Particulars</b>	<b>To be filled by contractor tender</b>	<b>Minimum required by the mills.</b>
1.	Name & address of establishment		
2.	Complete postal address		
3.	Telephone No.	Office Residence Fax Mobil No.	
4.	No. of years in this profession		5 years experience. Details of experience of satisfactory work with at least two industrial establishments.
5.	Registration certificate of establishment & copy of partnership deed.		
6.	Labour Licence No.		Latest for current year
7.	Establishment code of EPF		Latest for current year
8.	Establishment code of ESI		Latest for current year
9.	Service tax A/c No.		Latest for current year
10.	Pan No. for income tax Deptt.		Latest for current year
11.	Earnest money deposit	D.D. No. Dated Amount Payable name of bank	Rs. 25,000/-
12.	Name & Designation of the person authorized to sign the tender documents/attend tender meeting		
13.	Balance sheet		2 years
14.	Annual turnover of last three years.		Rs. 1.00 crore

15.	Licence No. issued by controlling authority under Haryana PSA rules of 2009 for PSARA, 2005.		
16.	<p>Service charges:  Note: Mills is aware that only service charges are the remuneration earned by the contractor and fair remuneration of minimum 5% is required to discharge various obligations like uniform, torch, lathi, supervision etc. Hence mills will be paying minimum of 5% Service charges but in case of parties quoting lower service charges it shall be presumed that bonafide of the private security agencies are dubious. Accordingly, it would be disqualified from bidding. Further in case of more than one eligible, the party, the decision would be by BOD.</p>		

**Note:-** A copy of above document duly signed is attached with tender.

The party which does not fulfill the above requirements will not be considered for tender and their tender will be rejected without going into merit. Photocopies of required certificate duly attested must be enclosed with tender and original are required to be produced at the time of tenders.

**Declarations:**

We hereby declare that all the particulars mentioned above are true and correct & nothing has been concealed therein. We have gone through all the terms & conditions of entering into contract and agree to abide by all the terms & conditions including amendments made, if any, at any later stage.

Signature of tenderer/ Authorised representative

Name of the representative:

Name of the tenderer :

Address :

Contact No.:

E-mail :

