

## JHARKHAND STATE SPORTS PROMOTION SOCIETY

(A CCL- State Govt. of Jharkhand joint initiative)

C/o Mega Sports Complex, Khelgaon, Hotwar, Ranchi- 835217

**Registration under Society Act No.519**

**Registration under GST No. 20AACAJ6436C1Z9**

### **OUR MISSION- OLYMPIC GOLD**

#### **TENDER NOTICE FOR PROVISION OF ROUND THE CLOCK SECURITY SERVICE AT MEGASPORTS COMPLEX, KHELGAON, HOTWAR, RANCHI**

#### **Tender No. CEO/JSSPS/K/2023/0001 (Retnd)**

Tenders are invited on-line on the website [https:// www.jharkhandtenders.gov.in](https://www.jharkhandtenders.gov.in) from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. And Registered On The Portal [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in).

Description of work	Location	Earnest Money Deposit (Rs.) (Refundable)	Period of Contract/Estimated Value
Round the Clock Security Services for for a period of 03 (Three) Years.	Mega Sports Complex, Khelgaon, Hotwar, Ranchi	13,32,500	Three Years/ Rs 10.66 Crores

Note: The bid documents will be available on the website(s)

#### 1. Time Schedule of Tender

Sl.No.	Particulars	Date	Time
1	Tender e-publication date on website	02.06.2023	10.00 AM
2	Document download start date	03.06.2023	10.00 AM
3	Document download end date	23.06.2023	11.00 PM
4	Seek clarification Start date	03.06.2023	10:00 AM
5	Seek clarification end date	10.06.2023	10:00 AM
6	Bid Submission Start date	03.06.2023	10.00 AM
7	Bid Submission end date	22.06.2023	11.00 AM
8	Last date of submission of EMD	22.06.2023	11.00 AM
9	Date of opening of tender.	23.06.2023	11.30 AM
	Contact Person	CEO,JSSPS / Member (Security)	07033977791

Note: The bid documents will be available on the website(s) [www.centralcoalfields.in](http://www.centralcoalfields.in)/  
[www.jharkhandccclsports.in](http://www.jharkhandccclsports.in) and can be downloaded by the bidder up to the bid submission end date. For Site visit of location of work, the prospective bidder(s) may contact Member (Security)/JSSPS, Mobile no:7033977791

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Member (Security)/JSSPS, Mobile no:7033977791	Ch. Manager (MM)/JSSPS, Mobile no:8987784119

The CEO JSSPS reserve the right to accept or reject tender without assigning any reason thereof.

**Exemption of EMD:** The following bidders shall be exempted from payment of EMD. The bidders as per eligibility will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid on-line.

<b>Sl. No.</b>	<b>Category of bidders</b>	<b>Documents against exemption of EMD</b>
1	State/Central Government Organizations/PSU	<b>Upload digitally signed</b> Self declaration.
2	NSIC registered Firms	<b>Upload digitally signed notarized copy of</b> Valid and Complete NSIC Registration certificate for the tendered items attested by Notary Public.
3	Micro / Small Enterprises [MSE]	<b>Upload digitally signed notarized copy of</b> Valid and Complete Micro / Small Enterprises [MSE] Registration certificate for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

**Note: The certificate in respect of NSIC Registration, SSI Registration, MSME Registration must be valid on the date of tender opening.**

Provision for Micro/ Small Enterprises [MSE]: The facility/preference for procurement will be given wherever applicable.

In case bidder is covered under the provisions of Micro and Small Enterprises; they have to upload the Scanned copy (self-authenticated & attested by Public Notary) along with other confirmatory documents for consideration of eligibility criteria.

**TENDER NOTICE FOR PROVISION OF ROUND THE CLOCK SECURITY SERVICE AT  
MEGASPORTS COMPLEX, KHELGAON, HOTWAR, RANCHI**

Tender No **CEO/JSSPS/K/2023/ 0001 (Retnd.)**

E-tenders are invited from the eligible Bidders to provide Security services, as given in Scope of Work (Annexure-A), for 36 months from the effective date of Contract, which will be 15 days from the date of issue of work order or actual date of commencement of work, whichever is earlier. Work Order shall be issued within seven days of receipt of Initial Security Deposit (ISD) as per Terms & Conditions of the tender document.

<b>Name of Work</b>	<b>Earnest Money Deposit (Rs.)</b>	<b>Last Date</b>	<b>Date of Tender Opening</b>
Round the Clock Security Services to be provided at Mega Sports Complex, Khelgaon, Hotwar, Ranchi	13,32,500	22.06.2023	23.06.2023

- ii) Details of the Tender Document can be seen at website - [www.Jharkhandtenders.gov.in](http://www.Jharkhandtenders.gov.in)
- iii) The *CEO, JSSPS* reserves the right to accept or reject the tender without assigning any reason thereof.

TENDER NOTICE FOR PROVISION OF ROUND THE CLOCK SECURITY SERVICE AT  
MEGASPORTS COMPLEX, KHELGAON, HOTWAR, RANCHI

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## Section – I

### **General Instructions to Bidders**

#### **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:

- (i) “Sports Complex” means the Mega Sports Complex situated at Khelgaon, Hotwar, Ranchi where the Security services are required to be performed as specified in the Contract.
- (ii) “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.
- (iii) “Contractor” means the successful Bidder selected for execution of contract for Security services.
- (iv) “Day” means calendar day.
- (v) “Earnest Money Deposit”(EMD)means Bid Security /monetary or financial Guarantee to be furnished by a Bidder along with its tender.
- (vi) “Services” means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Mega Sports Complex, Hotwar under the contract.
- (vii) “Tender Inviting Authority” OR “Client” or “Tender Accepting Authority” or “Contracting Authority” means the CEO, JSSPS in his respective jurisdictions.
- (viii) “President” is the Chief Secretary of Jharkhand in respective jurisdiction.
- (ix) “Nodal Officer” is the designated officer of the JSSPS nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.
- (x) “Performance Security” means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(xi) “Tender” means Bids / Quotation / Tender received from a Firm / Bidder / Bidder.

(xii) “Bidder” means Proprietorship / Partnership / Pvt. Limited / Limited company,

Societies/ Trust registered in India

### 1.3 Abbreviations:

- (i) “BG” means Bank Guarantee
- (ii) “GCC” means General Conditions of Contract
- (iii) “GIT” means General Instructions to Bidders
- (iv) “NIT” means Notice Inviting Tenders.
- (v) “TE Document” means Tender Enquiry Document
- (vi) “JSSPS” means Jharkhand State Sports Promotion Society
- (vii) “TIA” means Tender Inviting Authority

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

3. **Site Visit:** Eligible firms are advised to visit the site i.e. Mega Sports Complex situated at Khelgaon, Hotwar to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission from CEO, JSSPS and only during the duration of sale of Tender Document i.e. 02.06.2023 to 10.06.2023.

### 4. **Eligibility Criteria :**

(a) Bidders should be registered agencies registered under Indian Registration Act 1908 Proprietorship/Indian Partnership Act 1932/ Companies Act 1956 (Registrar of Companies/ Municipal Corporation Trade License), providing similar kind of services for three years during the latest last five financial years (i.e. providing security services through Ex-servicemen/ Civil Guards) in Large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, 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 and as amended/revised by Jharkhand State Government Security Agency Regulation.

(c) The Bidder must have achieved minimum average annual turnover of Rs. 03 (Three) Crores during latest three completed financial years and should be profit making.

(d) The Bidder should be registered for Income Tax, GST, ESIC and EPF & other relevant requirements.

(e) The Bidder should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and should be valid at the time of bid submission date.

(f) The Bidder should not be debarred either by the Tender Inviting Authority or by Government of any State or by Government of India.

### 5. **Qualification Criteria**

(a) The bidder should have an experience of minimum three years in doing similar nature of work and have successfully completed the same. In support of this, Bidder should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.

(b) The Bidder should meet any one of the three criteria mentioned below:

(i) Should have successfully completed ONE similar work of value equal to Rs. 1 Crore or more from any reputed large Stadium/Educational/ Research Institutions, Universities/Sports Academy e.g. SAI by

Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.

OR

(ii) Should have successfully completed TWO similar works of value equal to Rs.80 Lakh each or more each from any reputed large Stadium/Educational/ Research Institutions, Universities/ Sports Academy e.g SAI by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.

OR

(iii) Should have successfully completed THREE similar work of value equal to Rs. 50 Lakh each or more from any large Stadium/Educational/ Research Institutions, Universities/Sports Academy e.g. SAI run by Central Government/ State Government Departments, Public or Private Sector Companies/Undertakings, Autonomous Bodies in last three years.

(c) The Bidder should have sufficient employees on its rolls specifically trained for Security work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of Security PF, ESI deduction and details etc. should be attached with the Technical Bid. Bidder should also Submit details duly signed by the Proprietor/ Partners etc. The Bidder should submit proof of ESI and EP deduction & deposit to relevant authorities during last three financial years along with the copy of relevant licenses.

(d) Copy of latest challans of ESI & PF etc of the firm must be submitted with the tender documents.

**6. Documents required in support of Eligibility and Qualification:**

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

(a) The 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 issued by State Govt. of Jharkhand.

(c) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.

(d) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.

(e) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.

(f) EMD of required amount.

(g) Self-attested copy of Service tax registration certificate, Employee Provident Fund (EPF) and PAN card.

(h) Self-attested copy of Registration certificate under Contract Labour (R & A) Act 1970.

(i) Self-attested copies of work Order and Client's Satisfactory Certificates in support of qualification criteria given in Para 6 above.

(j) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India or by any Public Sector Undertakings or by any Autonomous Institution.

(k) Declaration that none of the members/ partners/ proprietors has any relation with any of the members of Jharkhand State Sports Promotion Society or Central Coalfields Limited, Ranchi.

**7. Tender Document:**

(a) The Tender document can be downloaded from the website. [www.Jharkhandtenders.gov.in](http://www.Jharkhandtenders.gov.in)

**8. Tender Validity:**

- (a) The Tender will be valid for a period of 120 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 Bidders to extend the Tender validity for further period as deemed fit/appropriate. The request and the responses there to shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder, agreeing to the request will not be required or permitted to modify its Tender.

**9. Earnest Money Deposit (EMD):**

- (a) The Bidder is required to submit Earnest Money Deposit (EMD) of Rs.13,32,500.00 (Rupees Thirteen Lakhs Thirty Two Thousands and Five Hundred only). The EMD should be in the form of Demand Draft/Bank Guarantee issued from any scheduled Bank drawn in favor of Jharkhand State Sports Promotion Society payable at Ranchi. BG should be valid for at least 180 days beyond the date of tender submission date. Format of BG is placed at Annexure-F.
- (b) The Tenders found without EMD as above, shall be summarily rejected.
- (c) The earnest money shall be refunded to the unsuccessful Bidder after finalization of the contract. It shall be returned to the successful Bidder on receipt of the performance security deposit.
- (d) No interest shall be paid on the EMD.

**10. Bid Price:**

- (a) The Bidder shall quote for all work i.e. mentioned in Scope of Work, failing which the bid shall be considered nonresponsive.
- (b) Bidders should submit all the details of bid prices as per format given in Annexure-E.
- (c) At any point of time, during currency of contract, the remuneration paid to the Security staff shall not be less than the statutory notified labour rates. If it becomes so due to revision in rates as notified by the District Collectorate, the contract amount shall be revised to the extent of increase in labour rates by the Contracting Authority.

**11. Submission of Tender:**

The format of letter of Bid (as given in the NIT ) will be downloaded by the bidder and will be printed on Bidders letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the cover in glitter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. The letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature in addition to the digital signature of DSC holder, if the letter of Bid (LOB- Annexure C/TECHINAL TENDER FORM) bears **the physical signature in addition to the digital signature of DSC holder**, it will be accepted without questioning the identity of person signing the letter of Bid. No queries what so ever will be entertained in this regard.

~~Technical Parameter Sheet (TPS): The Technical Parameter Sheet containing the technical specification parameters for tendered item will be in MS Excel format and will be downloaded by the bidder and he will furnish all the required information on the MS Excel file. Thereafter, the bidder will upload the same MS Excel file during bid submission. **The Technical Parameter Sheet which is not submitted as per instruction given above will be rejected.**~~



- (a) All documents/papers should be numbered, signed and sealed by the Bidder on each page.
- (b) Technical Bid should contain all the documents required in **Para 4, 5, & 6 above** and EMD as per **Para 9 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.

- (b) The Price Bid/BOQ template consists of two sheets:
  - (a) **BoQ1:** The bidder is required to quote **only applicable GST rate (in %)** in this sheet.
  - (b) **Item\_list:** In this sheet the bidder has to quote/offer (Service Charge in percentage) as per **Annexure-E**.  
The rates should be quoted for the services to be provided as per instructions given in the tender document. Please note that this tender shall follow a dual wage system for Security personnel. All Security Guards who are Ex-Servicemen as per DGR Guidelines (i.e. from Army/ Navy/ Air Force) shall be paid wages as per the Central labor Commission Rates and all Civilian Security Guards (both Males/ Females) shall be paid Jharkhand Minimum Wages as applicable from time to time.

**12. Opening of Tenders:**

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority.
- b) The date and time of opening of Price Tenders shall be informed to all such Bidders who qualify in technical evaluation.
- c) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

**13. Evaluation of Tenders:**

- (a) The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- (b) The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- (c) Lowest of Quoted Total Daily Rate in Words by the bidder which amounts for the services defined in the Scope of Work/BOQ shall be considered Lowest Bidder for the award of contract..

**14. Performance Security Deposit and Award of Contract:**

- (a) On being informed about the acceptance of the Tender and before signing the agreement, the successful Bidder shall deposit, within 15 days from the date of acceptance of tender, performance security amount, equal to 10% of contract value, in the form of unconditional irrevocable Bank Guarantee (as per format given in **Annexure-F**) pledged to JSSPS valid for 36 months from the date of signing of the agreement.

- (b) The successful Bidder 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 Bidder) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (c) If the successful Bidder 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 tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

#### Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 36 months from the date of commencement of services. The contract can be extended for a maximum duration of 12 months on the same terms and conditions and as mutually agreed by both the parties.

#### Commencement of Services

The Service Provider should commence the security services within 15 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

## **Section-II**

### **General Conditions of Contract**

#### **1. Scope of Services to be procured:**

##### **General Conditions of Contract**

1. Up to 10 % ESMs (as per definition promulgated by Dir Gen Resettlement, New Delhi) are to be posted for Security enhancement at Khelgaon, Mega Sports Complex.
2. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools/equipment.
3. The contractor should ensure the JSSPS and Safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct JSSPS check-up of the staff deployed at regular intervals at the contractor cost if required.
4. The security agency shall employ up to 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/ supervisors before their deployment in the Mega Sports Complex. The security agency shall not employ any person below the age of 18 years and above the age of 55 years. Employment of child labour will lead to the termination of the contract.
5. The Contractor shall ensure to provide civilian female security guards in each shift. Need based female guards to be provided by the Contractor.
6. If the Contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the JSSPS for the fulfilment of the Terms of the Contract. Such persons shall designate one of them to act as authorized signatory with authority to sign on its documents and correspond with JSSPS.
7. The contractor shall engage only such workers, whose antecedents have been thoroughly verified by JSSPS, 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 JSSPS Security administrator, before their deployment. Only those personnel who are found to be physically fit and mentally alert may be permitted to join the duties.
8. The service provider/contractor at all times should indemnify contracting Authority(Purchaser of Service) 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 thereof and rules made hereunder from time to time. Contracting Authority(Purchaser of Service) will not own any responsibility in this regard.

Payment of minimum wages and all other statutory obligations, etc, notified by the government, shall be ensured all the time.

9. The Security staff deployed through contractor in the Mega Sports Complex shall not claim any benefit, compensation, absorption or regularization of their services in the JSSPS or any other Govt. Organization/ PSU/ establishment either under the provision 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/Society shall not be a necessary party, however, in any event, either the deployed persons or to the order of the Court, the JSSPS is made necessary party in dispute to adjudicate the matter, the contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.
10. The Security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person without the approval of the CEO, as all of that are confidential in nature. 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 nodal officer of the Mega Sports Complex i.e. Security In-Charge has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
11. 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. The Security Guards are to be well trained for countering personnel, and are too well turned out with proper uniform, head gear, hair-cut at all times.
12. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
13. 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. These gadgets are to be procured and used by the Contractor/ successful bidder/ Agency/ Firm at their own cost.
14. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Mega Sports Complex premises.
15. The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards (including firefighting training/ Combat related training) to ensure correct and satisfactory performance of his duties and responsibilities under the contract. The training of all Security

Guards (including ESMs) is to be in consonance with PSARA regulation 2005 and a certificate is to be issued to each individual.

16. That in the event of any loss occasioned to the Mega Sports Complex, Khelgaon, Hotwar, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the JSSPS, such loss will be made good from the amount payable to the contractor. The decision of the Tender Inviting Authority/ Nodal Officer in this regard will be final and binding on the agency.
17. 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 nodal officer may issue from time to time and which have been mutually agreed upon between the two parties.
18. The CEO, JSSPS shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the JSSPS/ State Govt./ SAJHA/ its offices.
19. The contractor shall be responsible to protect all properties and equipment/ Stores of the JSSPS facility entrusted to it.
20. 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 Rs.200/- on each occasion. The penalty on this account shall be deducted from the Contractor's bills. (Also See Annexure-B).
21. 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 Students/Staff/Coaches/Attendants/ other service providers. The JSSPS shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
22. The eight hours shift shall be applicable for Security Guards. The timings of the shift are changeable and can be fixed by the Security Agency in confirmation with JSSPS/ Nodal Officer from time to time depending upon the requirements.
23. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer of the Security entrusted to it or under the Tender Inviting Authority as the case may be. The Tender Inviting Authority/Nodal Officer shall specify the services of guards to be obtained in each shift.
24. The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Mega Sports Complex and should use biometric attendance system. This is to be provided by the Security Agency/ firm at their own cost and should be installed at three to four central locations/ points at JSSPS. The machine for the same is to be installed before commencement of service.

25. All efforts shall be made to ensure that payment to the security agency is 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 Tender Inviting Authority along with computer generated attendance sheet (through Biometric Attendance System) in respect of the persons deployed duly verified by the concerned Incharge of the Mega Sports Complex situated at Khelgaon, Hotwar for actual shifts manned/operated by the personnel supplied by the contractor. However, in case of any delay in payment to the security agency by JSSPS, the security agency shall ensure that the payment to security personnel deployed by the agency is made in time through its own resources. As such the security agency should have enough resources to make payment to the security personnel for at least three months. In case the agency defaults in payment to its employees in time resulting in IR issue, then suitable penalty shall be imposed on the agency.
26. No other claim over and above minimum wages and service charge (which is inclusive of Minimum Service Charge in percentage comprising of PF@12%, EDLI @0.5%, Administrative Charges @0.5%, ESI@3.25% or any other statutory payments including Bonus and commission of service provider as well as all any other obligations like Dress, Dress washing charges etc.) on whatever account shall be entertained by the JSSPS. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:
- a) Contractor shall pay their entitled wages by 07th of the following month. It shall not be linked to the payment of the bill from the JSSPS side.
  - b) Payment to such workers must be made by the service providers through 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 07th 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 above cycle, will be submitted by the service providers in first week of following month.
  - d) The service provider must ensure that entitled wages of the workers are credited to their bank account on the 07th 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:
    - i. Wages of workers were credited to their bank accounts on (date).
    - ii. Proof of salary payment to workers in their bank account to be submitted with the bill for the subsequent month.

- iii. ESIC Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (Copy of the challan enclosed).
- iv. EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ Was deposited \_\_\_\_\_ on (date) (Copy of the challan closed).
- v. He is complying with all statutory Labour Laws including Minimum Wage Act.

- f) Payment authority reserves the right to ask for a certificate issued from nodal officer(s)/in-charge of the facility(ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.
- g) The service provider should submit the bill in accordance with the above time schedule. Also, ink signed copy of payment to Security Guards so deployed depicting actual amount of credit to the individual along with Bank statement of individual is to be submitted along with the bills.

27. Any damage or loss caused by contractor's persons to the JSSPS in whatever form would be recovered from the contractor.

28. The Tender Inviting Authority or its representative or the designated nodal officer 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.

29. For all penalties to be imposed, read **Annexure-B**.

- a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the JSSPS authority and the same shall be deducted from the contractor's bills.
- b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 200/- per vacant point per shift be deducted from the contractor's bill.
- c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel & is assessed as true by JSSPS administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Mega Sports Complex facility immediately.
- d) 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, Tender Inviting Authority or the designated nodal officer(s) of JSSPS reserves the right to impose the penalty as detailed below:-

- i. 1% of annual cost of order/agreement per week, up to four weeks' delay per JSSPS facility.
- ii. After four weeks delay the Tender Inviting Authority 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 earnest money/security deposit may also be 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. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the Mega Sports Complex at Hotwar, Khelgaon, the Tender Inviting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
33. The Contractor shall not engage any such sub- contractor or transfer the contract to any other person in any manner.
34. The contractor shall indemnify and hold the Tender Inviting Authority/ designated Nodal 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.
35. 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/Nodal Officer will be at liberty to get anybody re- examined in case of any doubt. Only physically fit personnel shall be deployed for duty. The Nodal Officer/ JSSPS may undertake a physical efficiency test (PET) of all Security Guards and screen unwanted/ unhealthy security guards.
36. Security staff engaged by the contractor shall not take part in any staff union and association activities.
37. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements at their own cost.
38. Agency will provide mobile phone or other communications to each supervisor on duty to ensure effective timely communication between them. Non provision of the same shall attract penalty at the discretion of JSSPS Management.



39. The JSSPS shall not be responsible for providing residential accommodation to any of the employee of the contractor.
40. The JSSPS shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The JSSPS does not recognize any employee employer relationship with any of the workers of the contractor.
41. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency/contractor or alleged to have been done by the agency under the tender, it shall be recovered by the Tender Inviting Authority from the agency/Contractor.
42. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority.
43. The Contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
44. The Contractor should have their own supervisory and quick response team in nearby cities of place of contract to deal with any emergency situations that may arise.
45. The Contract shall initially be valid for a period of Three Year and may be extended further for another 12 months on the same Terms and Conditions of the contract and at the same rates. The service charges (in percentage) quoted by the bidder shall remain unchanged during the period of contract.
46. Contracting Authority however, reserves the right to terminate the contract by serving one months' notice, in writing if the JSSPS administration is not satisfied with the services of the contractor/service provider. The contractor may also ask for the same by giving three months' notice to the Contracting Authority giving reasons thereof.
47. 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.
48. **Scope of work and services:**
- i. Details of the scope of work has already been mentioned.
  - ii. Details of Equipment to be used, Number of Manpower and liveries to be used at Security job are given at **Annexure-B**.
  - iii. 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 his/her management fee. No extra payment shall be made for providing resources to JSSPS facilities entrusted to the contractor.
49. **Variations:** The JSSPS 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.

50. **Materials:** Any deviation in the Security tools quality and quantity quoted will invoke penalty as per **Annexure-B**. In case the contractor has not provided the sufficient no. of equipment, tools and tackles, the JSSPS may procure it and deduct the cost from the bills of the contractor.

**51. Risk Clause:**

- i. The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected Bidder at the risk & cost and responsibilities of existing contractor and excess expenditure incurred on account of this will be recovered from the contractors Security Deposit or pending bill or by raising a separate claim.
- ii. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the respective JSSPS facility/ Tender Inviting Authority/Contracting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the JSSPS, and shall not knowingly lend to any person or company any of the effects or assets of the JSSPS, under its control.
- iii. In the event of loss/damage of equipment/ theft etc. at the premises of the Mega Sports Complex situated at Khelgaon, Hotwar due to negligence/carelessness of contractor staff, if established after a joint enquiry, then the contractor shall compensate the loss to JSSPS. The contractor or its representative/s shall meet the designated respective nodal officer/Tender Inviting Authority or his/her representative(s) regularly to take feedback regarding the Security Services.
- iv. The contractor will also maintain a complaint/suggestion book, at Mega Sports Complex situated at Khelgaon, Hotwar where his/her staff is deployed, for comments on the Security services.
- v. The contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the facility premises and shall indemnify by any act of the contractor or its employees or staff etc.
- vi. The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- vii. Training on behaviour aspects and ethics must be done regularly. JSSPS philosophy and way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month. These include mandatory display of labour license, PSARA License, Latest Wage Sheet etc. All conformity of Labour department is to be adhered to by the successful bidder.
- viii. License, if any, required for Security Services at the site will be made available by the contractor (service provider).

## **52. FORCE MAJEURE**

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, acts 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. 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. 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. 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 at its option terminate the contract.

## **53. OBLIGATION OF THE CONTRACTOR:**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority/Contracting Authority/ designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

## **54. DISPUTE SETTLEMENT:**

- i. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e. CEO-LMC, JSSPS Society be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- ii. The Service Provider shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- iii. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Contracting Authority i.e. CEO-LMC, JSSPS shall

nominate/appoint another person , as aforesaid, to act as the Sole Arbitrator.

- iv. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Service Provider to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- v. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- vi. The work under the Contract shall, however, continue during the Arbitration proceedings.
- vii. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- viii. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- ix. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- x. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Ranchi for all purposes. The Arbitration shall be held at Ranchi and conducted in English/ Hindi language.

## **Annexure – A**

### **SCOPE OF WORK OF THE SECURITY AGENCY**

1. The Security Agency will be responsible for overall security arrangements of the JSSPS premises entrusted/ covered in the contract.
2. The security agency shall have to provide “round-the-clock” security services in the entrusted Mega Sports Complex situated at Khelgaon, Hotwar under the JSSPS complexes as mentioned in this tender document.
3. The security agency shall ensure protection of the students, personnel & property of the JSSPS, 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 JSSPS facility campuses. In case of any incident such as theft, robbery, fight, accident inside Mega Sports Complex situated at Khelgaon, Hotwar Campus, it is the responsibility of Security agency to coordinate with Nodal designated Officer in lodging of FIR, legal proceeding etc.
4. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
5. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Nodal Officer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
6. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the JSSPS from time to time and the security agency will be responsible for their optimum utilization in the interest of JSSPS.
7. Entry of the street – dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
8. The Guards on static/ patrol duty should take care of all the water taps, valves, water hydrants, all other fittings/ fixtures, etc. installed in the open or covered space of JSSPS and all over the premises.
9. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
10. The Security Guards/Supervisors should be trained to extinguish 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.  
Security Supervisors must have the current contact numbers of nearest fire stations.
11. In emergency situations, security staff/supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the disaster plan, if any, of the JSSPS. Security personnel should be sensitized for their role in such/ similar situations.
12. The Security Supervisor/Guards are required to display mature and disciplined behaviour, especially towards female staff, female visitors, patients and elderly persons. The Security Guards

shall also assist the handicapped personnel/visitors in reaching their desired locations, and also aid any injured personnel, senior citizens & children, in reaching the first aid room/ dispensary or other desired department/location within JSSPS.

13. The Security Guard on duty shall not leave the premises until his reliever reports for duty. All handing taking over should take place at the respective posts only.
14. Any other duties/responsibilities assigned by the JSSPS Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
15. The parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the Security agency through the Security staff, and on the visit of any Govt. Dignitaries like Governor, Ministers, Defence Chiefs, Eminent personalities, Noble Laureates etc. Salute ceremony (Guard of Honour) shall be organized on behalf of Security agency (if required).
16. Day and night security shall have to be provided for the Mega Sports Complex including all the stadia/ arenas in Hotwar, Site office, Sports Hostels, Khelgaon, Ranchi or any such location mentioned in due course of time.
17. All keys, except stores, shall be handed over to security agency after due inspection. A register containing details of the equipment and fixture, furniture etc. shall be prepared by security agency. This routine inspection shall be carried out every month and any damages occurred during the month, cost of damage will be deducted from payment of security agency.
18. Gates shall remain open for visitors as per time decided by JSSPS.
19. During night time, only valid card holders shall be allowed to enter in to the complex.
20. Maintain all the persons/ vehicles in/ out register at main gate and put them periodically for inspection.
21. Only card holders shall be allowed to enter to enter in the stadium only for specific purpose during event on the basis permission issued by JSSPS.
22. Personnel working in the various offices establishment shall be allowed to enter by showing identity cards to be issued by JSSPS.
23. Maximum age limit for deployment of security gaurds/ supervisors is 55 years.
24. Directions issued by CEO, JSSPS or Member (Security) shall be complied with at all times.
25. Players of State Training Centres shall be allowed to the ground prior approval from JSSPS. Any special permission of direction from the CEO, JSSPS shall have to be complied.
26. During any residential facility programme, the concerned organization shall be held responsible for any theft, defacing or any other vandalism caused. The security agency shall have to report about the loss/ damage of property to JSSPS Authority in writing within 18 hours of the end of programme.
27. The bidder shall have to ensure safety of all equipment inside the stadiums which includes Civil, Electrical PHE and any other sports equipment.
28. Only one gate shall be opened for entrance into the stadia in normal days. Only during special occasions, post getting instruction from Competent Authority, other gates shall be opened. Whenever additional gate are opened, additional security must be provided.

29. Coupons shall be given to Cars, Motor Cycles & Cycles. Vehicles shall be allowed to exit only after returning the coupons.
30. Maintaining safety & security shall be the responsibility of the security agency in all respects.
31. The bidders, in their work plan, shall have to present site wise security plan (No. of guards).
32. All the security persons shall carry photo identity cards to be provided/ issued by the security agency.
33. The security agency has to provide uniform, torch, shoes, lathi, walky- talky & arms as per requirement.
34. The security agency has to ensure that the electric light points for illumination of general area/ spaces is switched ON everyday at 1800 hrs (06:00 PM) and switched OFF at 0600 hrs (06:00 AM).
35. The bidder has to take care of the room/ stadium keys and maintain inventory records for all incoming and outgoing items.
36. The bidder has to run the ticket counter for visitors and entire collection-amount shall be handed over to JSSPS authority.
37. The bidder has to ensure proper handover- takeover of each security personnel.
38. Stadium wise/ area wise required no. Of mandays & supervisors-mandays is attached at Annexure – A below.

POST-WISE DETAILS INCLUDING NUMBER OF MAN-DAYS REQUIRED IN EACH SHIFT IN EACH POST.

Sl No.	Posts	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift
		No. of man-days required per shift		
(i)	Gate No. 1	2	2	2
(ii)	Gate No. 2	1	1	1
(iii)	Gate No. 3	2	2	3
(iv)	Gate No. 4	1	1	1
(v)	Sub Station - 1	1	1	2
(vi)	Sub Station - 2	1	1	2
(vii)	Sub Station - 3	1	1	2
(viii)	Administrative Building JSSPS Office/School	1	1	1
(ix)	KHO -KHO, KABADDI Stadium	1	1	1
(x)	Sidho Kanu Bheldrome	1	1	2
(xi)	Hostel Gate + 1	2 +1 (Female)	2 +1 (Female)	2 +2 (Female)
(xii)	Shooting Range – 1	1	1	2
(xiii)	Shooting Range – 2	1	1	2
(xiv)	Shooting Range – 3	1	1	2
(xv)	Tana Bhagat Indoor Stadium	1	1	1
(xvi)	Thakur Vishwanath Indoor Stadium	1	1	1
(xvii)	Bir Budhu Aquatic Stadium	1	1	1
(xviii)	Ganpat Rai Indoor Stadium	1	1	1
(xix)	Tennis Stadium	1	1	1
(xx)	Amfhi Theater	1	1	1
(xxi)	Main Stadium	2	2	2
(xxii)	Main Stadium VIP gate	1	1	1
(xxiii)	Main Stadium Media	1	1	1
(xxiv)	VVIP Guest House	1	1	2
(xxv)	Supervisors	1	1	1
(xxvi)	Supervisor (General Shift)	1		
(xxvii)	Reserve (for PTL and extra during various programs/ visits)	9	9	9
(xxviii)	Sand Hill Ground	1	1	1
(xxix)	Boys Hostel	1	1	2
TOTAL		41	42	52



**Annexure - B**  
**Resource Requirement**

THE CONTRACTOR HAS TO PROVIDE THE FOLLOWING MANPOWER:

Sl no.	Manpower Description	Qualification & Experience
1	Supervisors	ESM/ Civilian with 15 Years Plus Service and 10 years' experience as Security guard
2	Ex- Servicemen Security Personnel (without Arms)	Only ESMs as defined by DGR on the DGR website (and as duly updated from time to time).  * Preferably from Combat Role of the Indian Army/ Navy/ Air Force
3	Security Personnel- Female (without Arms)	Matriculate with Minimum 02 Yrs Experience as a Security Guard
4	Security Personnel- Male (without Arms)	Matriculate with Minimum 2 Yrs Experience as a Security Guard

**PENALTY:**

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting at Mega Sports Complex, Hotwar facilities. Contractor shall not place any security staff in the JSSPS facilities where the relatives of that particular security staff are working.

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

Sl no.	Description of irregularities	Penalty
1	If the required workers are less than the minimum required.	@ Rs. 200/- per worker /day
2	Staff not in Uniform/ without I-Card.	@ Rs. 200/- per worker /day
3	Misbehavior by the Contract Manpower with Sports Academy students/ Coaches/ Visitors etc	@ Rs. 500/- per incident
4	Recurring of irregularities given at Sr.No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3
5	The security agency should have enough resources to make payment to the security personnel for at least three months. In case the agency defaults in payment to its employees in time resulting in IR issue, then suitable penalty shall be imposed on the agency.	Will be decided by LMC committee.

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of 15 (fifteen) days, Tender Inviting Authority/ designated Nodal Officer 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.

**Annexure-C**

**TECHINAL TENDER FORM (LOB)**

Tender ID: 2023\_JSSPS\_68356\_1

dated \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. We, the undersigned have examined the above mentioned Tender document. We now offer to deploy Security staff and supervisors to perform duties as mentioned in Scope of Work at Annexure-A and at the rates as mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

Dated this----- day of----- 20--

Signature: -----

Name: -----

Designation: -----

Seal of the Firm: -----

E-mail ID: ----- Contact No.: -----

Duly authorized to sign bid on behalf of -----

**Note:**

1. This letter should be on the letter head of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed LOB is not the DSC holder, then Power of Attorney or authorization on non-judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

**Annexure-D**

Part-(i)

**Declaration**

- 1.I, ..... son/daughter of Shri..... , proprietor/partner/director/authorized signatory of M/s ....., am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Person  
(Name, designation and seal)

Date :

Place :

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

**Annexure-D,**

Part-(ii)

**B. PROFORMA FOR THE PERFORMANCE STATEMENT OF BIDDER (of latest last three years-2020 onwards):**

Sr. No.	Name and address of client; designation and contact no./e- mail id. Of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to)	Labour Licence No/ With Details	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any					

Signature of Bidder

Name and designation of signatory with seal Date:

Place:

**N.B:** The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender. Use extra sheets if required.

**Annexure – E (i)**

**FINANCIAL BID FOR SECURITY SERVICES**  
**(Specimen Copy for FINANCIAL BID)**

**SECURITY SERVICES**

<b>Sl. No.</b>	<b>Description of Manpower</b>	<b>Total Numbers as required by JSSPS</b>	<b>Wage Structure to be adhered to by the Security Agency</b>
<b>A. DETAILS OF SECURITY GUARDS:</b>			
(i)	ESM Security Supervisors	04	DGR Minimum Wages applicable as on _____ and as amended from time to time. (Bidder is required to attach the current rate applicable)
(ii)	Ex- Servicemen Security Personnel (without Arms)	10	
(iii)	Security Personnel- <b>Female</b> (without Arms)	27	Jharkhand Minimum Wages to be applicable as on _____ and as amended from time to time. (Bidder is required to attach the current rate applicable)
(iv)	Security Personnel- <b>Male</b> (without Arms)	94	

**\*Note : Don't fill it, it's an specimen copy.**

Annexure – E (ii)

**CALCULATION OF MANPOWER/AMOUNT FOR PROVISION OF  
SECURITY PERSONNEL AT MEGA SPORTS COMPLEX, KHELGAON,  
RANCHI**

**(Category –“B”)**

<b><u>Sl. No.</u></b>	<b><u>Security Personnel Type</u></b>	<b><u>Security Personnel required</u></b>
(i)	ESM Security Supervisors	04
(ii)	ESM Security Personnel (without Arms)	10
(iii)	Security Personnel- <b>Female</b> (without Arms)	27
(iv)	Security Personnel- <b>Male</b> (without Arms)	94
(v)		
	<b>Total Guards</b>	<b>135</b>

\* To be filled by the Bidder

Signature of Authorized person

Date:

Full Name:

Place:

Company's Seal:

**Note:-**

(A) The minimum wage rates of manpower is as per applicable government Rules and shall vary according to the amendments/increments enforceable by State Govt. and CLC regulations as available from time to time, however the offered rate/amount of items no. B given in Percentage shall remain constant and will not exceed in any case during the currency of the contract.

(B) The agency will have to provide two sets of uniform per year including I Cards, Shoes, Cap, belts to all the workers & gum boots, rain coat of good quality and the same shall be approved by the Tender Inviting Authority. The dress includes full trousers & shirt with full sleeves and as per dress regulations promulgated and approved by JSSPS

(C) TDS/ Service Tax (Tax Deducted at Source) etc if applicable, the same shall be deducted as per governing rules.

(D) The contractor has to ensure payment to its staff not less than current minimum wages rates and other statutory obligations, etc. applicable in the respective district government rules to the workers deployed at JSSPS facilities at Khelgaon. The contractor will have to make payment through e-transfer after opening of individual bank account for the workers deployed and also forward the copy of the monthly bank statements of the concerned workers to TIA/Nodal officer along with statement of entitlement/ Salary Slip of the individual Security Guards with full signatures on a revenue stamp. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to the TIA/Nodal officer.

(E) The Security Agency herein after referred to as the agency shall deploy Security personnel with necessary arms and ammunitions (Lathis) wherever required for carrying out the assigned work and shall provide security to the premises and property (both movable & immovable) of JSSPS, Ranchi round the clock and through out the contract period by providing adequate security coverage of the specified locations in and around Complex area to them as given below :

i) Entry / Exit

- a) Not to allow any unauthorized persons into the premises without proper permission and identification and monitoring the movement of the visitors.
- b) To maintain record of the materials coming in and going out of the complex.
- c) To check the incoming and outgoing materials and ensure that the same is being issued with valid gate pass along with checking of vehicles and ensure that the outgoing materials are in accordance with the valid gate pass. List of materials gone outside on returnable basis and not received as per schedule are to be given to PLDQ Head every month.

ii) Perimeter and other important sites.

In addition to above the security personnel shall also do the following duties:

- i) All other activities necessary to maintain proper order and security in consultation with the CEO, JSSPS or his authorised representative (hereinafter called the executing agency) and to formulate strategy for better and more efficient security cover to the JSSPS area.
- ii) Co-ordination with local law and order authorities as and when required in consultation with CEO, JSSPS or his authorised representative.
- iii) To provide security coverage to CEO JSSPS and / or any Sr. Executive, Dignitary as and when necessary in case of threat.
- iv) Providing intelligence information of day to day activities pertaining to security of Company's material, men and property. The Security Agency will also be required to take preventive steps and anti-crime measures to avoid theft, pilferage and sabotage, to maintain close liaison with the police and other Law & Order authorities and public within the limitations of a Private Security Agency and to assist the JSSPS Employees in lodging FIR in case of any theft etc. as and when

required.”

- v) The tenderers shall also furnish the following documents/ details:
1. Category of tenderer, whether Proprietary firm, Registered firm, Registered Partnership firm, Private Limited Company, Public Limited company, Co-operative society etc. along with following documents:
    - i) In case of Proprietary firm, self-attested copy of affidavit of Sole Proprietary.
    - ii) In case of Partnership firm, self-attested copy of Partnership deed along with amendment if any and proof of registration if any.
    - iii) In case of Limited Companies, Memorandum & Articles of Association, Certificate of Incorporation, authorized, subscribed and paid up capital.
    - iv) In case of Co-operative society, self-attested copy of the certificate of registration from the Registrar of Co-operative societies.

If required the original documents will have to be produced for verification.

2. Each page of the tender shall be signed by the tenderer. Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorised by other partners. Tender by Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company, is duly authorized to do so, shall accompany the tender. Tender submitted by the Tenderer without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.
3. All tenderers/bidders shall submit in the prescribed format placed at Annexure-H, a Non-Collusive Tendering Certificate to declare whether.
  - (a) The proprietor / partner / Director of the tenderer/firm/ company has any relationship within the meaning of section 6 of the companies Act 2013 with any of the employee working in the JSSPS- or Director/CEO of JSSPS including its subsidiaries and if so, give the details.
  - b) The person or team representing the firm is also representing any other firm participating against the tender and if so, give the details thereon.

Non-disclosure/ Incorrect disclosure of the above details factually by a firm either on its own while submitting its offer or upon enquiry at the option of JSSPS during the scrutiny of its offer may invite penal action against the firm, which may include rejection of the offer, suspension of business dealings or both.

4. Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in JSSPS or any Government Department/Public Undertaking has been:
  - a. Black listed.
  - b. Removed from the approved list of Contractors by Union/State Government.
  - c. Under Orders for banning or suspending business with him/them. If yes, give the details indicating the period.
  - d. If it is found during processing of the Tender, that the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.
  - e. If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the JSSPS or detrimental to the Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business



dealings shall be imposed for a specified period under the discretion of CEO, JSSPS.

5. Canvassing in any form is strictly prohibited and tenders submitted by the tenderer who resort to canvassing, will be liable for rejection.
6. The tenderer shall quote for the entire tendered quantity as per scope of work. The tenderer shall be ranked L-1, L-2, ..... etc. on the basis of quoted rate and applicable rate of GST i.e. lowest rate shall be ranked as L-1 and so on. The tenderer(s) shall quote prices for all activities detailed in the scope of work given in Special conditions of contract and as per the format given thereupon in "Schedule of Rates".
7. In the event of more than one L-1, the following criteria shall be applicable (In the Order, i.e. criteria in the following sequence)
  1. The L-1 Vendor/Service Provider having MSME registration in the state of Jharkhand shall be given preference.
  2. The L-1 Vendor/ Service Provider having maximum number of manpower on its roll as on 1<sup>st</sup> April 2023 as per the EPFO data shall be given next preference.
  3. The L-1 Vendor/ Service Provider having presence in larger number of States/UTs shall be given next preference.
  4. ISO Certification of the Training institute & Larger number of PSSRA Licenses will be given preference.
  5. Performance certificates issued by larger no. of PSUs/Govt bodied shall be given preference
8. The successful tenderer shall make own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time.
9. By submitting a tender for the work, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaint in this regard after submission of offer shall not be entertained.
10. Proprietary firm, Registered firm, Registered Partnership firm, Private Limited Company, Public Limited company, Co-operative society etc. formed after date of tender are not eligible for participating in the tender.
11. It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the Jharkhand tenders Website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorized officer of JSSPS. In case any tampering/unauthorized alteration is noticed in the tender submitted from the Tender Document available on the Jharkhand Tenders Website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter.

## 1 Pricing

- i) Successful Tenderer shall have to follow the following guidelines for making payment of wages to his workers as given below :
  - (a) Tenderer is required to pay the security personnel including Minimum wages payable as per the Central/State Govt. Order as Statutory obligations as given below:

Sl No	Description	% of Minimum wages payable as per the Central Govt. Order

1	PF & EDLI including Administrative Charges	13.0%
2	ESI Charges	3.25%

The above list is illustrative and not exhaustive.

The above payments to security guard/ personals shall be made to the tenderer/service provider on actual basis on submission of documentary evidences.

- (b) Payment for Weekly off & Holidays (52 Off days + 5 Holidays such as JSSPS Day, Republic Day, May Day, Independence Day & Gandhi Jayanti) per year shall also be paid by Contractor.
  - (c) Miscellaneous amenities extended to security personnel, safety boots, P.T. Shoes etc.
  - (d) Compensation as per Compensation Act. & and providing safety appliances.
  - (e) Insurance & issue of safety appliances, Medical expenses along with the operating agencies profit shall be also included in the consolidated value quoted.
- ii] The rates shall be firm for the entire period of the contract except for labour wages, which will be governed by the Minimum Wages Act for each category specified above, as per the State Govt. notification. In case of any increase or decrease as per the State Govt. notification, the same shall be paid or recovered on actual basis along with other statutory components in respect of Security Supervisor, Security guard (without Arm).
  - iii] Tenderer has to pay one extra wage to their personnel engaged for duty on three national holidays, May Day and JSSPS day which is in addition to payment made as per Clause-11(i)(a). The amount towards extra wages payment shall be reimbursed with submission of documentary evidences.

- iv] The tenderer shall submit GST Compliant Invoice for the 100% job completed during the preceding month alongwith the following documents:
  - a) copies of documents/ proof relating to the payments of Labour Wages and other statutory payments to their workmen as due from time to time, duly certified by the authorized representative of the Employer for the purpose.
  - b) the documentary proof for having deposited the contribution towards PF with the concerned jurisdictional RPF Commissioner, as required under contract for the persons/workers engaged by them.
  - c) the certificate from Engineer or his authorized representative for compliance of provision of safety of equipments and Initial Medical Examination (IME) or Periodic Medical Examination(PME) of all their personnel.
  - d) Contract Labour Clearance (CLC) certificate for corresponding period of RA bill will be required for releasing the payment.
  - e) The bill must contain GSTIN and SAC Code of the tenderer, if applicable.
  - f) The detailed breakup of GST (CGST+SGST or IGST) charged must be shown separately in each Running Bill and it must contain all other details as required under GST Laws.
  - g) Certificate from the Executing and Inspecting Authority regarding deduction of payment charges towards penalty as per Clause-16 of SCC, below, if any.
  
- v] Based on the minimum wages notifications of DGR and Jharkhand State Government as mentioned in the respective order and payment of statutory obligations as mentioned at point (1) and (2) above, Hence tenderer are advised to keep the same in their mind while quoting the rate in Price Bid.

In addition

- Notes:-**
1. Wherever the state minimum wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable.
  2. ESI the employees employed in the watch & ward duties shall be covered under the Employees State Insurance Act 1948 as amended from time to time based on the gazette notifications by respective State Governments covering the areas under the ESI Act. Those areas which are not covered in the notification shall be covered under the Workmen Compensation Act 1923, as applicable.
  3. Bonus is mandatory as per Payment of Bonus Act 1965 (as amended vide payment of bonus Amendment Act 2015), concerned month's wage as fixed by DGR or State Govt or Rs. 7000/- whichever is higher is payable to the security guard/supervisor w.e.f 01 April 2014
  4. Paid Rest Day: The security guards are entitled to a paid rest day in every period of seven days. (Refer Section 13 (b) of the Minimum Wages Act, 1948 and Rule 23 of the Wages (Central) Rules, 1950). When a security guard is requisitioned by the Principal Employer to work for more than 48 hours in a week, he is entitled to wages on overtime rates for the additional period at double the ordinary rates in addition to the wages for the rest day.
  5. Leave. Payment for leave relief during the leave as mandated by Centre/State Govts. / Principal employer/Service recipient will also be admissible by the Principal Employer/Service.
  6. The daily wages shall be the minimum wages below which the employees employed in the watch & ward duties shall not be paid. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/ quoting the rates of basic daily wage including the variable dearness allowance but the same will not be below the minimum wages as given above.
  7. Wages are subject to amendments as and when promulgated by concerned authorities from time to time.

Wages to be paid for Civilian Guards as per Jharkhand Government Order

## 1 Payment

- (a) The company will make payment against monthly bill to be drawn in compliance with terms of this contract to the agency subject to the satisfactory performance of the agency as certified by the Executing Officer/ Operating Authority.
- (b) Monthly bill for the previous month in triplicate supported with duly certified attendance sheet of the month shall be submitted by the agency to the paying authority within 03 (three) working days of start of every month duly certified by the Executing Officer/ Operating Authority. The bill should clearly state the actual number of persons deployed during the month for which the bills are submitted based on daily deployment of security personnel before the authorized representative of Principal Employer.

Payment against the value of work executed in the 2nd month of contract shall not be released unless and until all details of GST bill raised by the contractor for 1st month's value of work done is appeared in GSTR 2A for the relevant month which shall be downloaded by JSSPS, , PL&DQ from GST portal and so on.

For example, if the first payment is made in Oct'21 against GST bill dated Oct'21 or Sept'21 or any other dated prior to Sept'21, then for releasing any subsequent payment in the month of Nov'21 or any subsequent month, all the details of paid GST bill dated Oct'21 or Sept'21 or any other dated prior to Sept'21 must appear in correct manner in all respects in GSTR-2A for Oct'21 of JSSPS, PL&DQ which shall be downloaded by PL&DQ as the case may be after 10th of Nov'21 from GST portal.

In other words the contractor must ensure that he has uploaded his GSTR-1 due for Oct'21 well within due date of 10th of Nov'21 and more importantly as such GSTR-1 must contain all details of GST Bill as raised by him in Oct'21 on JSSPS, , PL&DQ for receiving 1st payment under the contract as explained above and so on.

Payment of final bill for the last month of the contract will be released after adjustment of all dues viz. penalty, statutory dues, dues w.r.t. deposit of PF, service tax, uploading of GSTR-1 of last but one month etc on the part of the contractor, if any, within 60 (sixty) days from the submission of bills before the paying authority.

The aforesaid restriction on release of 2nd or any payment subsequent to first payment for want of paid (or accepted for payment) bill data of contractor / vendor in GSTR-2A for relevant month shall NOT be applicable where the contractor/vendor is a Micro & Small Enterprise(MSE). Payment for such contractor / vendor who is a MSE entity shall continue to be released within the statutory defined period as per extant GOI rules. However wherever required, Mines should issue regular request letter / emails to such MSE contractor / vendor to ensure their timely uploading of submitted bill data in their GSTR1 for the relevant month and also take timely other remedial actions so as to ensure no loss of ITC for GST paid to such MSE unit.

- 2 Paying Authority  
Member, LMC- Finance, JSSPS, Hotwar, Ranchi.
- 3 Tax Deduction at Source (TDS) under section 194(O) income Tax Act 1961.

- 4 Inspecting Authority & Executing Authority  
CEO JSSPS or any person authorized by him.
- 5 Penalty for delay in payment of wages:  
In the event of failure on the part of the Security Agency in disbursement of payment of wages to the personnel deployed by him by 7th day of every month, a penalty @1% of monthly RA bill value will be imposed for delay in payment upto 5 (five) days and for the delay beyond 5 days, a penalty @5% of monthly RA bill value will be imposed and the same shall be deducted from the bills of the Security Agency.
- 6 The Contractor must submit the bill and shall submit the salary in the bank account. The salary slip in the format mentioned above shall also be given to the Security Guards by the contractor.
- 7 Compliance with Statutes: The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the contract, and Rules / Bye-laws framed thereunder including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other Statutory Authorities prescribed in this behalf, as and when required. The contractor agrees to keep the Employer indemnified at all times against any demands / penalties by statutory authorities, and shall defray to the Employer any costs / expenses incurred by the Employer in proceedings before the statutory authorities. A list of the relevant laws applicable to the process of execution of work under the contract is given below. The list is illustrative and not exhaustive.
  - i. The Contract Labour (Regulation & Abolition) Act, 1970 and Rules framed thereunder.
  - ii. The Code on Wages 2019
  - iii. The Employees' Provident Fund and miscellaneous provision Act, 1952 & Schemes framed thereunder.
  - iv. The Maternity Benefit Act, 1961 and Amended Act, 2017.
  - v. The Industrial Disputes Act, 1947 and Rules 1957.
  - vi. The Employees Compensation Act, 1923 and Amendment Act 2017.
  - vii. The Payment of Gratuity Act, 1972 as and when applicable.
  - viii. Air & Water Pollution Acts
  - ix. Environment (Protection) Act, 1986 and Environment (Protection) Rules, 1986
  - x. Indian Electricity Rules, 1956.
  - xi. Employees State Insurance Act, 1948.
  - xii. The Child Labour (Prohibition & Regulation) Acts, 1986.

Proforma of Performance Bank Guarantee

In consideration of the Secretary, JSSPS, and \_\_\_\_\_ (hereinafter called the “Client” having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between JSSPS and M/s..... (hereinafter called the “said Contractor”) for the work of Security Services having agreed to production of an irrevocable BANK GUARANTEE OF 10% OF THE TOTAL VALUE OF THE CONTRACT i.e. \_\_\_\_\_ 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 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 there under, 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 fullest 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 lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to 03 Years and 06 Months unless extended on demand by the Client. Notwithstanding anything mentioned above, our liability

against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ for



Annexure-G

Format of Contract Agreement  
(On Rs. 100/- Non-judicial Stamp Paper)

THIS AGREEMENT made the ..... day of ....., 2023 between  
\_\_\_\_\_ (hereinafter “the Client”) of the  
one part and M/s \_\_\_\_\_ (hereinafter called “the  
Contractor”) of the other part:

WHEREAS the Client is desirous that certain services viz. Supply Security Services in the tender reference no. \_\_\_\_\_ Dated and has accepted a bid by the Contractor for the performance services for the sum of Rs. \_ /-(Rupees only) (hereinafter called “the Contract Price”) and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - 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.
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied / provided by the Contractor are as under:-

Sl. No	Brief Description of Services	Contract Duration	Total Price for 135 Security Personnel (in INR)	Service Charge in % (Applicable for the Contract)	Total value inclusive of Service tax
1	Provision of Security Services	03 Years			

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Client) In

the presence of.....

Signature

Name

Address

Witness 1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Contractor)

In the presence of .....

Signature

Name

Address

Witness 1. \_\_\_\_\_ 2. \_\_\_\_\_