

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

Office No.- 401 – 403, V Times Square, Plot No. - 3, Sector - 15,
CBD Belapur, Navi Mumbai – 400 614

PAD/ADMN/TS/2019

Date:09/12/2019

To,

Sub :Refloating of limited tender for deployment of Security Personnel at Townships at Rasayani & Panvel.

Dear Sir,

1. Hindustan Organic Chemicals Ltd., Rasayani is a Government of India Undertaking under the administrative control of Ministry of Chemicals & Fertilizers, Department of Chemicals & Petrochemicals, New Delhi, having its Corporate Office at Office No.- 401 – 403, V Times Square, Plot No. - 3, Sector - 15, CBD Belapur, Navi Mumbai – 400 614

2. We are having company's land of about 625 acres spread in 8 villages at Rasayani having old vacant quarters, Guest House and open land.

3. We are pleased to invite the limited tenders in two bids system. (i.e. Techno-Commercial Bid and Price Bid) from bonafide experienced contractors of sound financial standing and having good reputation, for providing qualitative and effective, security services in a reputed organizations, for deployment of Security Personnel at our Townships at Rasayani & Panvel in the three shifts i.e. round the clock. The said township comes under Zone-I as notified by the office of the DGR.

4. The offers should be submitted in two separate sealed covers containing: -

A) Techno-Commercial Bid:

This will contain the copies of the following documents:-

- 1 Registration certificate in respect of your Security Agency obtained from the competent authorities.
- 2 The attested copy of separate P. F. Code Number.
- 3 Special achievements of the agency in the field of Township Security, if any.
- 4 Attested copy of one similar work costing not less than Rs.17.92 Lakhs or 80% of estimated cost or two similar work costing not less than Rs.11.20 lakhs i.e., 50% of estimated cost or three similar work costing not less than Rs.8.96 lakhs i.e., 40% of estimated cost more for last financial year.
5. The details of similar work executed in any organization, deploying 40 security guards and providing township security services on round the clock

basis, during last three years. (The copies of the experience certificates should be enclosed).

6. The details of current work of similar nature in the hand (the copies of the work order should be enclosed)

7. Attested copies of audited Balance Sheets along with Profit & Loss Account statement for last three years.

8. Demand Drafts of Rs.16,800/- towards Earnest Money Deposit (EMD) of any Nationalised Bank drawn in favour of Hindustan Organic Chemicals Ltd., Mumbai.

9. Attested copy of registered partnership deed in case of partnership firm.

10. Acceptance of General Terms & conditions as mentioned in Clause No. 10 of this tender document.

11. The attested copy of Labour Licence.

12. Attested copy of licence under The Private Security Agencies (Regulation) Act, 2005

13. The attested copy of separate ESIC Code Number.

14. Any other relevant documents.

15. Complete the information at Annexure – I

The above documents should be submitted along with Techno-Commercial Bid in a separate sealed envelope superscribed as “**Techno-Commercial Bid for providing Security Personnel**”

Techno-Commercial Bids received without Earnest Money Deposit (EMD) shall be rejected.

B) Price Bid :

The schedule of rates to be quoted by the agency as per Annexure-II.

The said Annexure-II should be submitted along with Price Bid in a separate sealed envelope superscribed as “**Price Bid for providing Security Personnel**”.

Both the Bids should be sealed in separate envelope superscribing “**Techno-Commercial Bid and Price Bid for providing Security Personnel**” and to be submitted at the following address on or before the due date and time i.e. 18/12/2019 upto 2.00 p.m.

Chief General Manager (P&A)
Hindustan Organic Chemicals Ltd.,
Office No.- 401 – 403, V Times Square,
Plot No. - 3, Sector - 15, CBD Belapur,
Navi Mumbai – 400 614

Note:

1) The agencies are required to submit the tenders along with Annexures duly signed on each page.

2) Delayed Tenders/Bids shall not be accepted under any circumstances.

3) Incomplete Tenders/Bids shall be rejected. Management has right to accept or reject all the quotations in toto without assigning any reason.

4 Earnest Money Deposit (EMD)

Earnest Money Deposit of Rs.16,800/- (Refundable) shall be paid by the Agency along with Techno-Commercial Bid by way of Demand Draft of any nationalized bank drawn in favour of Hindustan Organic Chemicals Ltd., at Mumbai. The said amount of EMD shall not carry any interest and shall be refunded after final decision in the matter.

However, EMD shall be forfeited if (a) party withdraw his offer after opening the tender (b) party makes any variations in the quoted rates which will have

adverse effect on the Company (c) party does not undertake/commence the contractual assignment awarded.

5 SECURITY DEPOSIT

5.1 The Security Deposit shall be 10% of the order value. This shall be deposited initially at 2.5% of order value of the contract referred as initial security deposit within 10 days of the receipt by the party of notification of acceptance of tender. Balance 7.5% shall be recovered through deduction @ 10% of the value of each running account bill, till the total security deposit amount is collected. The contractor can furnish initial or total security deposit amount through bank guarantee from any scheduled or nationalized bank in the prescribed form in favour of HOCL. The said amount of Security Deposit shall not carry any interest and the same would be refunded at the time of termination of contract after deducting dues, if any.

5.2 The Security Deposit will be forfeited in case of failure to carry out the jobs as per the terms of the contract or in case of any loss incurred by HOC due to the failure of the Contractor.

.6 Minimum Qualifying Criteria:

The agencies fulfilling the following requirements are eligible to apply:

- a) The agency should be registered under Maharashtra Private Security Guards (Regulation of Employment & Welfare) Act, 1981 or Bombay Shops and Establishments Acts.
- b) The agency should be preferably headed by a retired Senior Defence Services officer/Police Officer not below the rank of Major or Supdt. of Police or equivalent.
- c) The agency should have experience of five years out of which two years should be in providing more than 40 security personnel to any organization.
- d) The agency should have adequate familiarity with local conditions and environment.
- e) The agency should be capable of supplying security personnel having good knowledge of Hindi and Marathi both spoken and written and also having good physique and health.
- f) The agency should have sound financial resources and submit evidence of PFCode Number, ESIC Code Number, Registration Certificate, copy of Labour license copy of licence under PSA(R)Act, Balance Sheet for last 3 financial years and copy of Constitution of the agency.

7 Scope of work at Township

The scope of security job includes security of the movable/immovable assets, properties of the company at Rasayani & Panvel. The security agency will look after the following jobs at township situated at Rasayani.

1. To permit entry to the persons and vehicles inside the township area as per the instructions issued by the management of HOC from time to time.
2. To prevent heavy vehicles and commercial vehicles from entering in the township area without permission.
3. To guard and patrol round the clock, the entire township area of the company including CISF colony, guest house, hospital and hospital quarters, other open land of the company etc. at Rasayani & Panvel colony.
4. Not to allow any material or goods to be taken out from the township area without valid gate pass or written permission.
5. To ensure that no damage is caused to the Company's property by any person/groups of persons.
6. To ensure that no encroachments are made on the land of HOC entrusted to agency for guarding and to remove the encroachment as per the directions by

the Management of the company. If required, they should file FIR on behalf of the company.

7. To ensure that no person can unauthorized occupy the vacant quarters in the township.

8. To safeguard the Company's property such as electrical installations, water supply pipelines and any other assets/properties of the company and prevent theft/pilferage of the same.

9. To take measures/steps that no criminal offence is committed within township area by outsiders.

10. To ensure that no damage is done to permanent fixtures along road side, water supply mains, etc.

11. To make daily surveillance of the Company's land.

12. To report concern officer immediately if there is any case of encroachment of Company's land.

13. To see that there will not be unauthorized parking on the Company's land.

14. To watch and guard the entire land of township as well as open areas to prevent any encroachment thereto.

15. To prevent theft and pilferage and safeguard the assets/property of the company.

16. To provide intelligence service and report to the In-charge of Security Services on daily basis.

17. Any other work as per instructions of the management.

8. Our requirement

We require 23 Security Personnel for deployment in our townships at Rasayani & Panvel round the clock with 8 hours duty.

The above strength of Security Personnel includes leave reserves and relievers & can be increase/decrease as per instructions of the Management.

9. Fulfillment of provisions applicable under various laws by Security Agency:

1. The agency shall be liable to pay for their employees' and employer's contribution under the Employees Provident Fund Act, 1952 and should have separate Provident Fund Code Number.

2. The agency shall pay to their staff the wages according to the scales prescribed by Statutory Authorities i.e. as per the Minimum Wages Act, 1948 or any other applicable Act..

3. The agency must obtain labour licence under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970.

4. The agency shall cover their employees under the Group Personal Accident Insurance Scheme or any other such Insurance Scheme under which the liability under Workmen's Compensation Act, 1923 in respect of its employees in case they meet with an accident during the course of employment. Further, in the event of death of any of the security personnel deployed by the Agency, the Agency shall in addition to the compensation payable as per the legal provision, make suitable ex-gratia payment to the next of kin of the deceased security personnel, immediately.

5. It shall be the liability of agency to employ staff above 18 years of age, ensure antecedent verification and medical examination of the employees at regular intervals at their own cost.

6. The agency shall also comply with all other Acts and Rules which are applicable to them or made applicable to them in future, and shall maintain all such records etc. as required under these Acts, and Rules, other than the Acts and Rules mentioned above.

10. General Terms & Conditions:

The Company will hand over complete security arrangement of townships to the agency on following terms and conditions:

1) The entire security arrangement shall be under the supervision and control of Security Supervisor deployed by the Security Agency. The Security Supervisor should have at least 5 years of Experience in the field of Security & preferably an ex-serviceman. He will report to designated officer of the company. The agency shall provide Motor Cycle for the Security Supervisor at its own cost.

2) The contract for providing security personnel will be initially for a period of four months. However, the same may be extended further for a maximum period of four months subject to satisfactory performance of the agency.

3) The security personnel so provided by the agency shall be treated as employees of the agency for all purposes and the agency shall be responsible for them and their unions etc.

4) The security personnel provided by the agency should be able bodied, intelligent, honest, disciplined, smart, alert, sincere, punctual and hard working.

5) The agency should have very good contacts with local police and other local authorities and shall maintain vigilance/intelligence cell and shall give daily report to In-charge of Security Services.

6) The agency shall provide the security personnel with uniforms, shoes, raincoats, umbrellas etc., at its own cost.

7) The security agency shall be responsible for keeping the land entrusted to it for guarding, free from encroachments. The Agency shall be responsible for removing at its own cost, if any new encroachment noticed on such land. If required they should file FIR on behalf of the company.

8) The designated officer of the company shall have liberty to inspect the security arrangement provided by the security agency and take suitable action which shall be binding on the security agency.

9) In case either party intend to terminate the contract, it shall give one month's prior notice in writing during its tenure. However, Company shall have right to terminate the contract by giving 15 days notice in the event of violation of any terms and conditions by agency or in the event of unsatisfactory performance of the agency or in the event of any order of the court/Govt. Authority.

- 10) A conditional quotation shall not be accepted.
- 11) The agency should quote the category-wise monthly rate (inclusive of all).
- 12) In case, security personnel are found absent on duty their salary shall be deduced from the monthly bill of the agency.
- 13) The company shall pay applicable service charges & GST as applicable to the security agency to be engaged, payable under the Act.
- 14) The agency will have to make their own arrangement for the accommodation of security personnel in the nearby locality at its own cost.
- 15) The agency shall observe all the rules/regulations and directives from Govt. officials made applicable from time to time by the Government of Maharashtra or any other Government body/bodies with regards to any law applicable to agency.
- 16) The agency shall be responsible for any damage to the movable/immovable property handed over by the company for managing security arrangement. The Company will have right to deduct equal cost of damage from Security Deposit/Bank Guarantee/monthly bill etc.
- 17) The agency shall indemnify the Company against any claims, costs damages, losses which may arise due to any default of agency, any act or negligence, misbehavior or in action any accident or acts of omission or commission by the agency or its employee(s)/personnel.
- 18) In case of any default for more than three days in respect of supply of Security Personnel, in accordance with the requirement specified by HOC, the HOC will have the right to engage or deploy the required number of Security Personnel from other source at the risk and cost of the agency or/and to terminate the contract and forfeit the Security Deposit.
- 19) The agency undertakes to run the security services as per the rules and laws in force and agency alone shall be responsible for all acts of omission or commission, breaches, lapses etc., by agency as well as by its personnel and the agency undertakes to keep the company fully secured and indemnified in respect of the same including all costs and claims arising there from.
- 20) It shall be the liability of the agency for recruitment/retention, transfer, retirement, retrenchment and settlement of disputes/dues, etc. if any, arising out of the terms and conditions of the services of the security personnel engaged by agency for running the Security Services at our townships.
- 21) The agency shall, after the expiry of the contract period or otherwise on earlier determination of or termination thereof, immediately remove all their belongings and also the personnel employed for running the security services and they shall not have any claim whatsoever against the company for absorption etc., and the agency shall be solely responsible to settle their

disputes in the matter at the cost and consequences of Agency. If the agency does not remove the belongings within a week from the termination/expiry of contract due to any reason, the company shall be free to remove the same at the cost and risk of the agency.

22) That the agency shall, after the expiry of the contract period or otherwise on earlier determination of or termination thereof shall be responsible to settle all final dues of their personnel such as Gratuity, Earned Leave amount, Bonus, Provident Fund etc., payable to them under the various Labour Laws.

23) In case of any dispute between the parties to the contract arising out of the above terms and conditions or the interpretation thereof shall be settled by arbitration. The arbitrator shall be appointed by Chairman & Managing Director of the Company or his nominee who shall be the sole arbitrator for the agreement. The award given by the sole arbitrator appointed by Chairman & Managing Director of Company or his nominee shall be final and binding on both the parties. The provisions of Indian Arbitration & Conciliation Act shall not be applicable to the contract.

24) The Agency shall keep and maintain registers/records as per various Acts and Rules applicable to them.

25) The agency shall ensure that its responsible officer/supervisor are always present in township around the clock who will be held responsible for supervision and control of the security personnel as well as for the proper management of security affairs of the township.

26) The company shall under no circumstances be held responsible or liable for any debts or liabilities incurred by the agency or any loss sustained by the agency due to accident, pilferage etc. of its property.

27) The Security Agency shall indemnify HOCL from the all disputes, litigation and legal claims arising out of this contract.

28) The agency shall not sublet, assign or transfer the contract given to them.

29) The tenders/bids shall be accepted up to 2.00 p.m. on 06/12/2018. The Techno-Commercial Bids shall be opened on the same date at 4.00 p.m. in the presence of the bidders/their authorized representatives if available. The date of opening of price bids will be intimated to qualifying tenderers in Techno-Commercial Bids, later on.

You are required to submit this tender document duly signed on each page including **Annexure Nos. I & II.**

Notwithstanding anything contained hereinabove, the company reserves its rights to reject any or all the tenders without assigning any reason whatsoever.

Thanking you,

Yours faithfully,
For Hindustan Organic Chemicals Ltd.,

Chief General Manager(P&A)

Encl. As Above

Annexure-I

FORM FOR TECHNO-COMMERCIAL BID

A) General Information

- 1) Name and Address of the Agency :
- 2) Contact Person/Tel.no./E-mail id :
- 3) Names of proprietor/partner/directors & their address & position :
(please indicate whether he is Ex-defence Police Personnel or Civilian)
- 4) If above person is Civilian, indicate the Name & Position of IInd Commanding Officer who is Ex-defence, Police Personnel :
- 5) Date/Registration No. with DGR
(If yes, attach Photocopy of Certificate) :

B) Technical Information

(Please attach documentary proof in support to your claims/information)

- 1) Details of Present Manpower of Security Agency
 - a) No. of Ex-Serviceman _____
 - b) No. of Civil Security Personnel _____
- 2) Service Tax Registration No _____
- 3) PF Registration No. _____
- 4) ESI Registration No. _____
- 5) W.C. Policy No. _____ Valid upto _____
- 6) How much time you will require to take over The Security arrangement? _____

7) Name & Address of Township where you have provided more than 40 security personnel during last one year (Attach copy of work orders & copy of last bill) _____

9) Name of Industry where you have performed one similar work costing not less than Rs.17.92 lakhs or 80% of estimated cost or two similar Work costing not less than Rs.11.20 lakhs i.e., 50% of estimated cost or three similar work costing not less than Rs.8.96 lakhs i.e., 40% of estimated cost more for last financial year (Attach copies of TDS Certificate & balance Sheets for last 3 years) _____

10) How much time you will require to replace the security personnel on demand of Management? _____

11) Any other technical information, you may like to give _____

12) General terms and conditions as per clause No.10 of this document are acceptable: Yes/No, if No Specify which clause & why? _____

Signature & Seal of the Agency

Annexure-II

FORM FOR PRICE BID

(A) Rate of 8 Hrs duty

Sr. No.	Category	No. of Persons	Rate(Rs) per month per person	Total(Rs) per month
1	Security Supervisor	02		
2	Security Guards	21		
	Total	23		
3	Service Charges	-----	-----	
4	GST	-----	-----	

The above numbers of Security Personnel are inclusive of leave reserves and relievers.

The rates mentioned at 'A' are inclusive of all i.e. Basic Pay, Special Allowance, PF, HRA, Conveyance Allowance, Washing Allowance, Leave Salary, ESIC, etc. Beside above, we will not ask any other payment on any account from HOC Ltd.,

Note : In respect of Sl. No. 3, the contractor has to mention lump sum Service Charges per month.

Signature&Seal of the Agency

