HOC/PAD/ADMIN T. Q. No.: 2022-2023/01 Date: 25/05/2022

To,

Sub.: Providing Security Guard at Corporate/Marketing Office at CBD Belapur, Navi Mumbai.

Dear sir,

Enclosed please find herewith the tender for the work mentioned above. The details are as given below:

Estimated cost : Rs. -- | Rs. nil to be paid by D.D/BC,E.M.D.

: Rs. 3,200/- | only in favour of H.O.C.L., payable

| at CBI, Mumbai.

Time limit for completion of work : 12 months from the date of handing over of site.

Liability Period : 01 month from the date of completion of work.

If the work is entrusted to the Contractor, the Contractor will have to abide by the special conditions as on separate sheet attached herewith (if given any).

You are requested to send your quotation in a "SEALED ENVELOPE" on or before 15/06/2022 at 14.00 hrs., which will be opened on same day at 15.00 hrs. at Office No. 401-403, V Times Square, Plot No. 3, Sector - 15, CBD Belapur. You are requested to be present at the CDD Belapur Office at the time of opening of the tender.

Late tenders shall be rejected.

Tender quotation no. should be superscribed on the envelop.

The General Conditions of contract are not sent herewith. However, successful tenderer shall have to enter into regular contract.

HINDUSTAN ORGANIC CHEMICALS LIMITED does not bind itself to accept the lowest OR any tender and reserves the right of distributing/reducing any work of it to more than one tendered.

Thanking you, Yours faithfully,

GM(P&A/Corporate)

Encl.: As above

HINDUSTAN ORGANIC CHEMICALS LTD.

(A Government of India Enterprise)

Providing Security Guard at Corporate Office at CBD Belapur, | Mumbai

SCHEDULE "B"(SCOPE OF WORK)

| S.No. | Description of item | Qty. | Unit | Rate | Amount |
|-------|---|------|------|------|--------|
| 1 | Deployment of one security person at Corporate Office at CBD Belapur to provide safety & security of moveable & immoveable asset & to provide protection to the executives of the company | 12 | No | | |

GST @18% extra

Contractor's signature with seal

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

ANNEXURE -B

The General Terms & Conditions of the contractor work are as follows:

- 1) The technical specifications put to the tender shall be followed in all respects, without deviations.
- 2) Payment will be made by R.A. bills (Maximum one R.A. Bill per month).
- 3) Security deposit shall be 10% of the work order value. 2.5% of work order value shall be deducted from the 1st R.A. bill and 7.5% of bill amount in remaining R.A. bills. After the completion of liability period, security deposit shall be refunded to the contractor.
- 4) Mobilization Advance will not be paid.
- 5) The time limit for the completion of work is 12 months from the date of handing over site.
- 6) Taxes as applicable should be shown separately.
- 7) Liability period for this work will be <u>1 month</u> from the date of completion of work
- 8) There is no arbitration clause or escalation clauses.
- 9) For all items requiring cement, the specified cement consumption shall be applicable.
- 10) Penalty will be levied @ 0.5% per week to maximum of 5 % of work order cost.
- 11) The Contractor will arrange all the statutory requirements for their workmen like GST, EPF, Insurance, Registration under Labour Act.1970, etc.
- 12) For Extra Items, the rates will be worked out as per tender conditions. The overheads will be considered as expenditure while working out Extra Item Rates.
- 13) No any advance will be given.
- 14) The Contractor shall arrange to cover his workmen under proper Insurance Scheme. In case of any accident, he is liable to bear all the compensation as per the Government Rules.
- 15) It is obligatory on your part to abide by the respective provisions and rules of Provident Fund and Miscellaneous Provisions of Act 1952 and contract Labour (R&A) Act 1971 and rules made there under as amended from time to time.
- 16) The contractor will have to declare that his firm is currently not on the holiday list/blacklisted/ delisted at any PSU/ Government Organization.

Contractor's signature with seal

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

Special Terms & Conditions of the contract

01. **Period of contract**:

The contract will be for a period of twelve months, i.e. from 1st July, 2022 to 30th June, 2023.

02. Requirement of Security Personnel:

The contractor will deploy 01 security personnel at Corporate office at CBD Belapur from 8.00 hrs. to 20.00 hrs. on all working days.

03. Scope of Work:

The Contractor shall be responsible during the period of contract, to protect movable and immovable assets and properties of the Company and safety of the employees. The contractor shall look after the following jobs.

- To permit entry to the persons inside the office premises as per the instructions issued by the representative of the Company, from time to time.
- To provide protection to executives of the Company, as may be desired by the Company.
- To guide the visitors.
- To check entry pass/identity cards of the employees.

04. **Obligation, Responsibilities and Liabilities of the Contractor:**

- The Contractor should verify the character and antecedents of the security personnel and give them suitable training before their deployment at the Corporate office.
- The security personnel so provided by the contractor should be able bodied, intelligent, honest, discipline, smart, alert, sincere, punctual and hard working.
- The contractor should maintain very good contacts with local police and other local authorities.
- The contractor shall provide the security personnel with uniforms, housing, etc., at his own cost.
- The contractor shall assist police personnel in case of riots, natural calamities, civic commotion, etc., with a view to maintain Law and Order situation in and around factory premises.
- In case the Security personnel are involved in sleeping on duty, irresponsible actions, insubordination, dishonesty, intoxication while on duty, the contractor shall remove such personnel forthwith with immediate replacement.

- The contractor should provide all the security personnel deployed for duty with photo-identity cards and ensure that they wear the same while on duty.
- The contractor should bring to the notice of the Company all actions and incidents
 that the security personnel may come across during the course of their duty and to
 enter the details of such incidents and observation in the registers maintained for the
 purpose and submit the same to the concerned officer of the Company.
- In case, security guard is found absent on duty, their salary shall be deducted from the monthly bill of the contractor and alternate arrangement should be made immediately.
- The contractor shall comply with all Acts and Rules which are applicable to them or made applicable to them in future, and should maintain all such records, etc., required under these Acts and Rules.
- The contractor should pay to their security personnel the wages according to the scales prescribed by Statutory Authorities i.e. as per the Minimum Wages Act, 1948.
- The contractor shall also pay other allowances such as Special Allowance, HRA, Bonus, Gratuity etc, to the security personnel deployed by them.
- The contractor must obtain labour licence under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
- It shall be the responsibility of the contractor to pay Income Tax, Service Tax and other Taxes applicable to them, in connection with providing security personnel.
- The contractor shall cover their security personnel under the Group Personal Accident Insurance Scheme or any other such Insurance Scheme under which the liability under Workmen's Compensation Act, 1923 is covered. The contractor agreed and undertakes to make the payment of compensation under the Workmen's Compensation Act, 1923, within stipulated period, in respect of their 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 contractor inside the factory premises of the company, the contractor 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.
- The contractor shall be liable to deposit their employee's contribution alongwith their own share under the Employees' Provident Fund Act, 1952 with the Provident Fund Authorities for which they should obtain separate PF code number.
- The contractor shall keep and maintain the following registers/documents as per various Acts and Rules applicable to them.
- The contractor shall indemnify the company against any claims, costs, damages, losses which may arise due to any default of contractor, any act or negligence, misdemeanor, in action any accident or acts of omission or commission by the contractor or the contractor's employee.

- In case of any default for more than three days in respect of supply of security personnel, in accordance with the requirement specified by the company, the company will have the right to engage or deploy the required number of security personnel from other source at the risk and cost of the contractor and to terminate the contract and forfeit the security deposit.
- It shall be the liability of the contractor for recruitment/retention, transfer, retirement, retrenchment and settlement of disputes, etc., arising out of the terms and conditions of the service of the security personnel (only Ex-servicemen) engaged by them for running the security services at factory at Rasayani of the Company.
- The contractor shall, after expiry of the contract period or otherwise on earlier determination of or termination thereof shall be responsible to settle all final dues of their security personnel such as Salary, Gratuity, Earned leave amount, Bonus, Provident Fund etc., payable to them under the various Labour Laws and the Contractor themselves shall be solely responsible to settle their disputes in the matter at their cost and consequences.
- The contractor should ensure that the security personnel while entering in the office
 premises for duty shall wear uniform, which shall be supplied by the contractor at
 their own expenses.
- The contractor shall not sublet, assign or transfer the contract given to them.

05. Obligation, responsibilities and the liabilities of the Company.

- The Company should specify and inform the contractor, the location where security personnel have to be posted and number of security personnel to be posted.
- The Company should inform to the contractor, the withdrawal/removal of any security personnel whose performance or conduct/ behaviour is found to be unsatisfactory.
- The Company should inform to the contractor immediately on noticing about any misconduct or commission of theft or any act of in discipline or conduct unbecoming of security personnel.
- The Company should make the payment towards security bill (on submission by the contractor) on month to month basis, after statutory deductions.

06. <u>Termination of the Agreement</u>

- The agreement can be terminated by either party by giving one month's notice in writing during its tenure. However, the company shall have right to terminate the contract in the event of violation of any terms & conditions by the contractor or in the event of unsatisfactory performance of the contractor.
- However, the Company shall have full authority to terminate this agreement forthwith
 without prejudice or any other rights the Company have in this respect without notice,
 in the event of loss of confidence or any directions or orders from the Government or
 other appropriate authorities or any serious complaints against the contractor or their

security personnel or incidents happening due to negligence of security personnel deployed for duty (proved after due investigation), which affects the business/image of the company.

Contractor's signature with seal