

5917

NOTICE INVITING TENDER

14/1/16

- 1 VPMU invites sealed tenders under two bid systems (Part – I:Technical & Part – II: Financial) from Security Agencies with annual turnover of rupees thirty lakhs each year for last three years and holding valid licence under contract labour (regulation & Abolition) ACT,1970, registered under Private Security Agencies (Regulation) ACT 2005 and Licence issued by Home Department, Govt. of Bihar with EPFO, ESIC, having Service Tax registration and having successfully carried out at least two security contracts of 50 guards in Govt./Semi Govt. and/or Central autonomous bodies, consisting of only ex-serviceman or properly trained security personnel and security supervisors. The Bids shall be addressed to:

Managing Director

VAISHAL PATLIPUTRA DUGDH UTPADAK SAHAKARI SANGH LTD.

F.B.D. COMPLEX , PHULWARISHARIF , PATNA 801505

Bids be reached on the above mentioned address on or before due date. VPMU shall not be responsible if the bids are delivered elsewhere.

- 2 The requirements are as follows:

Sl.No.	Name of Unit	Security Guard (No.)	Security Supervisors (No.)	Total (No.)
1	Cattle Feed Factory , Patna	09	01	10
2	Hajipur Chilling Centre	05	01	06
Total		14	02	16

- 3 Tender documents along with detailed terms and conditions can be downloaded from the website: [http:// patnadairy. org](http://patnadairy.org) it can be obtained by making an application for issue draft in favour of "VAISHAL PATLIPUTRA DUGDH UTPADAK SAHAKARI SANGH LTD" Patna on all working days from 14.01.2016 to 04.02.2016 between 10.00 A.M to 04:30 P.M from Accounts section at FBD Head Office , Phulwarisharif , Patna 801505.
- 4 Security Agencies may submit their tenders with following details in Part -1 (Technical Bid):-
- Attested registration certificate of Security Agency issued by the appropriate authorities.
 - Attested copy of valid Labour licence from the regional Labour Commissioner for specific number of persons required for the contract under contract labour (Regulation & Abolition) Act,1970.

- iii) Attested copy of valid Service Tax registration certificate.
 - iv) Attested copy of registration under private security Agencies (Regulation) Act 2005 and Ministry of Home Department, Government of Bihar.
 - v) Attested copy of registration under Employees Provident fund Organization (EPFO).
 - vi) Attested copy of registration under Employees State Insurance Corporation (ESIC).
 - vii) Status: Whether Proprietor/Firm/Company.
 - viii) Proof of at least two successfully carried out security contracts of 50 or more properly trained security guards/supervisors in Govt./Semi -Govt. and or Central Autonomous Bodies (Please enclose satisfactory completion certificate of two contracts issued by the Govt./Semi-Govt. and or Central Autonomous Bodies.
 - ix) List of Clients.
 - x) Copy of PAN & IT return filed for the last two years.
 - xi) An undertaking that the Security agency has not been blacklisted by any Government Department/ Autonomous bodies as on the date of submission of the bid.
 - xii) Attested copy of the annual turnover of rupees thirty lakhs each year for last 3 years issued by the chartered Accountant (CA)/Return file of Service Tax.
- 5 The Bidder is expected to examine all the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid
 - 6 The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II : Financial Bid. The Part -I(Technical Bid) should contain the EMD of Rs. Fifty thousand (50,000/-) and statement showing compliance with the criteria/detailed technical Specifications. Part-II (Financial Bid) should contain only the price offered as per attached rate scheduled format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes super scribed **TECHNICAL BID & FINANCIAL BID** should again be sealed in a third bigger envelope superscripting the tender no and "**ANNUAL CONTRACT FOR SECURITY SERVICE**" The Part-I: Technical Bid will be opened on 06.02.2016 at 12.00 noon with the presence of tenderer or their authorized representatives and the Part - II Financial Bid after the evaluation of Technical Bid. The Part - II Financial bid of only those tenderers shall be opened who are found technically qualified to carry out the work for which prior intimation will be given indicating the date and time of price bid opening.
 - 7 The earnest money deposit of Rs. 50,000/- (Fifty Thousand) in the form of Demand draft from any scheduled bank drawn in favour of "**VAISHAL PATLIPUTRA DUGDH UTPADAK SAHAKARI SANGH LTD, Patna**", must accompany Part - I (Technical Bid). The earnest money will be retained in the case of successful tender and will be refunded to the unsuccessful tender in due course and will not carry any interest.
 - 8 Tenders received after due date/time or without EMD shall be rejected.
 - 9 VPMU reserves the right to accept or reject any or all the offers without assigning any reason.
 - 10 Canvassing in any form is prohibited and the tenders submitted by the Security Agency who resort to canvassing are liable for rejection.

- 11 The tenderer shall not be permitted to tender for works in VPMU if his/her relative is posted at this office. He shall also intimate the name of the persons who are working with him in any capacity and are relatives as mentioned above.
- 12 Note: A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (B) they are husband and wife, or (c) the one is related to the other in the following manner : father, Mother (including step mother) son (including step son), son's wife, daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.
- 13 The tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:
 - I) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
 - II) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
 - III) When the rate quoted by the tenderer in figures and words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 14 The tenderer should quote the rates after assessing the work requirement.
- 15 Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
- 16 The tender submitted by the tenderer shall remain valid for acceptance for a period of 90 days from last date of submission of tender. The tenderer shall not be entitled during the said period of 90 days to revoke or cancel his tender or to vary the tender or any terms thereof.
- 17 All notices, communications, references and complaints made by the security Agency or the Security Agency concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall recognized.
- 18 Bid must be received by the employer at the address specified above not later than the date and time; specified date for submission of bid being declared holiday by the Govt., the bid will be received up to the appointed time on the next working day.
- 19 The Security Agency shall indemnify the Managing Director, VPMU. For all losses/damages, whatsoever and shall be solely responsible for consequences of any untoward, uncalled for and unforeseen circumstances including accidents, if any.
- 20 VPMU does not bind to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.

Scope of work:

To provide security services for the protection of life, property and assets against damage, destruction, theft, pilferage, fire etc. ensuring safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/salesmen and maintenance of visitor register. To prevent entry of stray animals like dogs etc., round the clock patrolling of the campuses. Checking of gate passes and allowing the exit of materials accordingly to regulate the entry and exit of vehicles.

Terms and Conditions:**1 Period of Contract:**

The contract will be initially for a period of one year which may be extended further with mutual consent for a maximum period of 3 years subject to satisfactory performance and mutual consent with same terms & condition.

2 Earnest Money Deposit (EMD):

The earnest money of Rs. 50,000/- (Fifty thousand) in the form of Demand draft from any scheduled bank drawn in favour of "VAISHAL PATLIPUTRA DUGDH UTPADAKSAHAKARI SANGH LTD, Patna", must accompany Part – I (Technical Bid). The earnest money will be retained in the case of successful tender and will be refunded to the unsuccessful tender in due course and will not carry any interest.

3 Security Deposit:

Successful Agency/Company shall deposit security money @ 10% of Total contract value in shape of Bank draft which will include the amount of Earnest money already deposited in shape of Demand draft. The security deposit will not carry any interest. It is required to be deposited within one week before the date of engagement.

Failure to do so shall entail cancellation of the letter of acceptance of tender/awarded of work and forfeiture of earnest money deposit.

Security deposit shall be kept with VPMU for a period of 15 months and shall be released after the successful completion of the contract.

- 4 The offers submitted by downloading from VPMU website (<http://patnadairy.org>) shall be considered valid only when accompanied by a demand draft for Rs. 500/- (non-refundable) drawn in favour of "Vaishal Patliputra Dugdh Utpadak Sahakari Sangh Ltd." payable at Patna towards the cost of tender documents.
- 5 All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
- 6 The requirement of security personnel will be purely need based. Therefore, the requirement may be increased or decreased as per requirement. VPMU will be under no obligation to hire any specific number of security personnel during the period of contract.
- 7 VPMU Reserves the right to cancel the tender without assigning any reason at any stage of tender process.
- 8 The Period of Contract shall be initially for a period of one year and can be terminated by VPMU by giving one month notice to the agency.
- 9 The payment on account of enhancement/escalation charges on account of revision

- in minimum wages, statutory charges by the appropriate Govt. from time to time, shall be payable by the VPMU to the contractor.
- 10 Bonus under the Bonus ACT 1965 will be paid to the contractor for further payment to its employees.
 - 11 The pre-receipted bill shall be submitted by the Security Agency in duplicate duly supported by proof of attendance; payment of statutory charges/subscription payment. Payment will be made against monthly bills supported by requisite documents. The bill format will be in the same formats quoted in the financial bid. The firm will submit the bill latest by 5th of the followed month along with the satisfactory performance certificate to be issued by the Manager, CFF/Incharge, HCC of VPMU.
 - 12 The rates and prices towards the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
 - 13 The tenderer should have the PAN number and should attach the photocopy of the same.
 - 14 The tenderer shall have to execute an agreement with VPMU on a non-judicial stamp paper of Rs. 1000/-.
 - 15 The Agency shall have to provide Telephone numbers for 24 hours contact.
 - 16 The draft no. of EMD should clearly mention in the tender document.
 - 17 In case of any breach of the terms and conditions of the contract, VPMU may forfeit the security deposited, in addition to any other action which may be taken by the Competent Authority.
 - 18 The agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.
 - 19 The agency shall indemnify VPMU against any liability due to noncompliance of statutory obligations by the agency for any reason whatsoever.
 - 20 The tender form is not transferrable.
 - 21 The successful tenderer/ agency shall not engage any sub -agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/ organization or otherwise.
 - 22 Any person who is in Govt. service or an employee of VPMU shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
 - 23 The agency shall provide statutory benefits to its Security Guards/ Supervisors.
 - 24 Tender document must reach in the office on or before 04.02.2016 at 4.30 P.M.
 - 25 The contract will be initially for a period of three months trial basis which may be extended to one year including three months of trial period on satisfactory completion of the trial period
 - 26 Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
 - 27 The rates quoted by the firm/agency and deployment of Security Guards will be applicable in Bihar.
 - 28 In case L1 backs out, the tender shall be cancelled and VPMU may call for new

tender/bids.

29 The bid security may be forfeited:

- A) If a bidder withdraws his bid during the period of bid validity specified by the bidder on bid form or
- B) In case of a successful bidder fails:
 - 1) To sign the contract.
 - 2) To furnish security deposit.

In both cases, the bidder will not be eligible to participate in the tender for some item for one year from the date of issue of offer.

QUALIFYING CONDITIONS:

Security Agencies with annual turnover of rupees thirty lakh (30,00,000/-) each year for last three years and holding valid licence under contract labour (regulation & Abolition) ACT,1970, registered under Private Security Agencies (Regulation) ACT 2005 and Licence issued by Home Department, Govt. of Bihar with EPFO, ESIC, having Service Tax registration and having successfully carried out at least two securities contracts of 50 guards in each contract, consisting of only ex-serviceman or properly trained security personnel and security supervisors in Govt./Semi Govt. and/or Central autonomous bodies, may apply with following details in part – I (Technical Bid):-

- i. Attested registration certificate of Security Agency issued by the appropriate authorities.
- ii. Attested copy of valid Labour licence from the regional Labour Commissioner for specific number of persons required for the contract under contract labour (Regulation & Abolition) Act,1970.
- iii. Attested copy of valid Service Tax registration certificate.
- iv. Attested copy of registration under private security Agencies (Regulation) Act 2005 and Ministry of Home Department, Government of Bihar
- v. Attested copy of registration under Employees Provident fund Organization (EPFO).
- vi. Attested copy of registration under Employees State Insurance Corporation (ESIC).
- vii. Status: Whether Proprietor/Firm/Company.
- viii. Proof of at least two successfully carried out security contracts of 50 or more properly trained security guards/supervisors in Govt. /Semi-Govt. and or Central Autonomous Bodies (Please enclose satisfactory completion certificate of two contracts issued by the Govt./Semi -Govt. and or Central Autonomous Bodies.
- ix. List of Clients.
- x. Copy of PAN & IT return filed for the last two years
- xi. An undertaking that the Security agency has not been blacklisted by any Government Department/ Autonomous bodies as on the date of submission of the bid.
- xii. Attested copy of the annual turnover of Rs. Thirty Lakh each year for last 3 years issued by the chartered Accountant (CA)/as per Return file of Service Tax.

Evaluation Process:

1. Parameter as prescribed on Sl. No. I to 9 at the detailed status of the firm is mandatory and pre-qualification criteria for each bidder. If the bidders will not provide the mandatory information, the bids not be evaluated further.
2. Parameter as prescribed on Sl. No. 10 to 13 at the detailed status of the firm is technical qualification criteria for which marks will be allotted.
3. Bidders who have extra qualifying criteria, they will be allowed to obtain extra marks in view of the following (Ref. Sl. 10-13 of Detailed Status of the Firm)

Elaboration of marks will be as follows:

a. Annual turn over	3 years	10 marks
	4 years	11 marks
	5years	12 marks
	6 years	13 marks
	7 years	14 marks
b. Experience in Security Services	8 years and above	15 marks
	3 years	20 marks
	4 years	22 marks
	5 years	24 marks
	6 years	26 marks
c. Experience in Security Services provided in dairy sector	7 years	28 marks
	8 years and above	30 marks
	2 years	20 marks
	3 years	22.5 marks
	4 years and above	25 marks
d. Contract	2 contract	20 marks
	3 contract	22 marks
	4 contract	24 marks
	5 contract	26 marks
	6 contract	28 marks
	7 contract and above	30 marks

4. Total marks allotted in the technical bid and financial bid will be 50 marks each. Financial bid of those parties will be opened who have secured 70 or above Marks in Technical bid. Weightages for technical bid and financial bid shall be 70 % and 30 %, respectively.

VAISHAL PATLIPUTRA DUGDH UTPADAK SAHAKARI SANGH LTD.

Name of the work: Annual contract for security services in VPMU & its Unit.

DETAILED STATUS OF THE FIRM

PQ and TQ Form (To be filled by tenderer)

SI.No. Parameter Please mention enclosure reference, page no. etc.

A. Pre-qualification criteria

- 1 Name of the firm Mandatory
- 2 Address of the firm with telephone no. Mandatory
- 3 Licence No. Issued by office of the Labour Commissioner (Attach copy). Mandatory
- 4 Licence No. Issued under the private Security Agencies (Regulations) Act 2005 (Attach copy). Mandatory
- 5 Licence No. Issued by Ministry of Home Govt. of Bihar (Attach copy). Mandatory
- 6 EPF Account No. (Attach copy). Mandatory
- 7 ESI Registration No. (Attach copy). Mandatory
- 8 Annual turnover (Attach copy). Mandatory
- 9 Customer's satisfaction certificate (in original) issued by the Dept. where the Security Agency is rendering services. Mandatory

B. Technical qualification criteria

- 10 Annual turnover of rupees one crore per year for last three years (Attach Copy)
- 11 Experience in years only for security purposes (Attach copy).
Whether the Company/Agency has been providing security services in Dairy sector
- 12 for at least 2 years continuously (enclose the documentary evidence)
Whether the company/agency has at least two security contracts of 50 guards out of which one should be the running contracts in Bihar Government Department/ Govt.
- 13 Undertaking, the annual value of which must not be less than Rs. 30 lakhs (enclose the copies of Agreement/work order and summary sheet of contractual value), during the last three year.

Signature of the tenderer with seal

VAISHAL PATLIPUTRA DUGDH UTPADAK SAHAKARI SANGH LTD.

RATE SCHEDULE

(To be submitted in Part – II (Price Bid))

Item No.	Item Description	Security Supervisor Bihar	Trained Security Guard Bihar
1	Minimum Wages per month		
2	EPF (13.61%)		
3	ESI(4.75%)		
4	Total (S.No. 1+2+3)		
5	Weekly off/leave relief in lieu of Holiday/national holidays (subject to change on revision of minimum wages)		
6	Total (S.No. 4+5)		
7	Service charge (to be quoted in % on S.No. 6 above)		
8	Any other charges/taxes etc.		
9	Total (S.No. 6+7+8)		
10	Service Tax(on S.No. 9)		
11	G. Total (S.No. 9+10)		

AGREEMENT FOR SECURITY SERVICE
(ON NON – JUDICIAL STAMP PAPER OF RS. 1000/-)

This AGREEMENT made on this _____ day of _____ between the Vaishal Patliputra Dugdh Utpadak Sahakari Sangh Ltd., having a corporate body hereinafter referred to as VPMU, registered under the Bihar & Orissa Co-operative Societies Act. 1935 and having its office at F B D Campus, Phulwarisharif, Patna - 801505.

And

M/s. _____ at _____ (hereinafter referred to as the Security Agency/Security Agency).

WHEREAS the VPMU is desirous of giving a contract for providing Security Services (herein after referred to as Security Agency's workers) at VPMU and whereas the contractor has offered to provide Security Guards on the terms and condition hereinafter stated.

WHEREAS the contractor has represented that he is registered as a contractor under the provisions of Contract Labor (Regulation and abolition Act 1970) and under Private Security Agencies (Regulation) Act 2005 and Ministry of Home Govt. of Bihar Rules and regulation and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereof for the purpose of entering into and/or execution of this contract shall be carried out by contractor at his own expenses, etc. and the Security Agency shall report the compliance thereof to VPMU. The Security Agency shall be solely liable for any violation of the provisions of the said Acts or any other Act. Company under companies Act 1956 which expression shall unless the context otherwise admits include the successor and assignee of the said company on the second part.

WHEREAS the VPMU has agreed the award the contract of work of Security Service and keep a strict watch and ward of the land and properties of located at VPMU, Patna.

And, WHEREAS the contractor has agreed to furnish to the VPMU a security deposit of Rs. _____ by way of bank draft.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the Parties have agreed to as under.

A. GENERAL CONDITIONS

- 1 That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the VPMU shall accrue/arise implicitly or explicitly.
- 2 That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with VPMU or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the VPMU for further streaming the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the VPMU or the officer designated by the VPMU in this respect from time to time.
- 3 That the VPMU or any other person authorized by him shall be at the liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
- 4 That in case of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the VPMU. Further the contractor shall immediately replace the particular person so deployed on the demand of the VPMU, in case of any of the aforesaid acts on the part of the said person.
- 5 That the requirement of Security personnel or post identified is subject to change. The VPMU shall be under no obligation to hire a particular number of guards.

B. CONTRACTOR'S OBLIGATIONS:

- 1 That the contractor shall provide the number of contractor's workers in VPMU
- 2 That for performing the duties, the contractor shall deploy persons in eight hours shifts or as per the requirement of the Job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. It is further agreed, that the contractor shall engage medically and physically fit persons preferably below the age of 50 years.
- 3 That the contractor shall submit details like name, age, sex, percentage, residential address (present & Permanent), along with a copy of latest passport size photograph of the persons deployed by him in the premises of VPMU. For the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
- 4 That the guards so deployed shall be exclusively for duties in VPMU, They Should not be asked to do duty beyond eight hours duty in any other organization.
- 5 That the Security posts in VPMU shall not be guarded by any other substitute guard, who has already performed eight hours duty for the day.

- 6 That the contractor will ensure that the person so deployed do not allow any property of the VPMU to be taken out of the premises without a valid Gate pass signed by the designated officials of VPMU. As a safeguard, the specimen signatures of the officials designated and authorized to sign the gate pass will be intimated in writing to the contractor.
- 7 That the contractor shall report promptly to Manager, C F F/Incharge,H C C , VPMU for any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets (moveable and immovable) of VPMU and if there is any loss to the Authority, on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the VPMU.
- 8 That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to VPMU and shall comply with the statutory provisions of contract labor (Regulation & Abolition) Act, payment of wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum wages ct, 1948, Employer's Liability ct,1923, Employment of Children Act, 1938 and/or any other Rules /Regulations and /or statues that may be applicable to them The Security gency's failure to fulfill any of the obligations hereunder and/or under the said ct's rules/regulations and /or any bye-laws or rules framed under or any of these the VPMU shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments
- 9 That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at VPMU in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI &EPF contribution shall be withheld till submission of required documents.
- 10 That the contractor shall particularly abide by the provisions of Mnimum wages Act. 1948.
- 11 That the contractor shall be required to maintain permanent attendance register/roll at the VPMU premises which shall be open for inspection and checking by the authorized officers of VPMU.
- 12 That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of VPMU and shall on demand furnish copies of wage register/muster roll, etc.
- 13 That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include army cut, ankles, boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. the seasonal equipment such as jerseys, gray coats in winters and raincoats in monsoon shall also be provided by the contractor at his cost and VPMU shall have no liability whatsoever on this account. The uniform shall be approved by the VPMU.
- 14 That the contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of VPMU.
- 15 That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provision of shops and establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the labour laws including the provisions of contract labour

(Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the VPMU a sum as may be claimed by VPMU.

C. VPMU OBLIGATIONS:

- 1 That in consideration of the services rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Gratuity/Terminal benefits, bonus, charges for weekly off/Holidays/ National Holiday, Service charges & service tax as applicable on monthly basis.
 - 2 That payment on account of enhancement/escalation charges on account of revision in wages or statutory payments by the Govt. of India /Bihar Govt. from time to time shall be payable by the VPMU to the contractor.
 - 3 That VPMU shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
- The security deposit will be refunded, to the Security Agency within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION:

- 1 That the contractor shall keep the VPMU indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to the context the same. In case VPMU is made party and is supposed to contest the case, VPMU will be reimbursed for actual expenses incurred towards counsel fee and other expenses which shall be paid in advance by the contractor to VPMU on demand. Further, the contractor shall ensure that no financial or any other liability comes on VPMU in this respect of any nature whatsoever and shall keep VPMU indemnified in this respect.
- 2 The contractor shall further keep the VPMU indemnified against any loss to the VPMU property and assets. The VPMU shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES/LIABILITIES:

- 1 That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the contractor.
- 2 That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by VPMU, a penalty leading to a deduction up to a maximum of 10% of the monthly invoice value of the wages apart from deduction of daily wages for each day of absence of the number of security personnel will be imposed.
- 3 The Security Money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the

VPMU on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

F. COMMENCEMENT AND TERMINATION:

- 1 That this agreement shall come into force w.e.f. the date decided by the Authority and shall remain in force initially for a period of three month, which may be extended, up to one year including the three months of trial period. This agreement may be extended on such terms and conditions as are mutually agreed upon on satisfactory completion of the trial period.
- 2 That this agreement may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period stated above.
 - b) By giving one month's notice by VPMU on account of
 - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub- contractor.
 - iii) The contractor being declared insolvent by competent Court of Law.
- 3 During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
- 4 It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for VPMU.

G. ARBITRATION

- 1 In the event of any question, dispute or difference arising under the agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole arbitrator to be appointed upon nomination made by Managing Director, VPMU.
- 2 The venue of Arbitration shall be Patna or anywhere in the State of Bihar as may be fixed by the "TRIBUNAL" The arbitration proceeding shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

In WITNESS WHEREOF the parties here to have signed these presents on the

date _____ Month _____ and year _____

Witness For and on behalf of the VPMU

01.

02.

For and on behalf of the Security Agency _____

Witness

01.

02.