

**INDIAN AUDIT & ACCOUNTS DEPARTMENT
OFFICE OF THE DIRECTOR GENERAL
INTERNATIONAL CENTRE FOR ENVIRONMENT AUDIT AND
SUSTAINABLE DEVELOPMENT (iCED)
PLOT No.6&7, RIICO INDUSTRIAL AREA, KANT KALWAR
NEAR ACHROL, JAIPUR (RAJASTHAN)**

BID DOCUMENT FOR HIRING OF SECURITY SERVICES

Table of Contents

Section -1	Notice Inviting Tender
Section -2	Bid Submission Form
Section -3	Bidder's Profile
Section -4	Certificate of near relatives
Section -5	Instructions to the Bidders
Section -6	General Conditions of Contract (GCC)
Section -7	Special Conditions of Contract (SCC)
Section -8	Schedule of Works / Requirements
Section -9	Financial Bid (Price Schedule)
Section -10	Forms:
	Form-I Bid Security Form
	Form-II Form of Articles of Agreement
	Form-III Form of Performance Bank Guarantee
	Form-IV Letter of Authorisation

BRIEF INFORMATION ON BID DOCUMENT

Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services likely to commence from 1st April, 2018
Last Date and time of submission	Up to 15:00 hours of 08.03.2018
Date of opening of Technical Bid	At 15:30 hours of 08.03.2018
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs. 1,83,000/- (Rupees One Lakh Eighty Three Thousand only) in the form of crossed Demand Draft/Bank Guarantee in favour of PAO, IA&AD, Jaipur payable at Jaipur
Cost of Tender Document	Rs. 1000/- (Rupees one thousand only)
Validity of Bid	60 days
Total Number of pages of Bid (Tender) Document	1 to 44 pages
Address and Venue of submission of bids	Director (Administration) International Centre for Environment Audit and Sustainable Development (iCED) Plot No.6&7, RIICO Industrial Area Kant Kalwar, near Achrol Jaipur-Delhi highway Distt: Jaipur (Rajasthan)

SECTION - I

NOTICE INVITING TENDER

Earnest Money Deposit: Rs 1,83,000/- (Rupees One Lakh Eighty Three Thousand only)

Tender Document Cost: Rs. 1,000/- (Rupees one thousand only)

Office of the Director General, International Centre for Environment Audit and Sustainable Development (iCED), Jaipur (Under C&AG of India, a Central Government organisation/office) invites sealed bids under two-bid system from registered agencies for hiring of Security Services (Security Supervisors/Gunmen/Guards) for its 16 acre campus located at Plot No. 6&7, RIICO Industrial Area, **Kant Kalwar**, near Achrol, Jaipur-Delhi Highway, District: Jaipur (Rajasthan) **about 45 km** from Jaipur city (UA). Sealed bidding documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Director (Administration), International Centre for Environment Audit and Sustainable Development (iCED), Plot No. 6&7, RIICO Industrial Area, **Kant Kalwar**, near Achrol, Jaipur-Delhi Highway, District: Jaipur (Rajasthan) and must reach **latest by 15:00 hours on 08.03.2018**. The sealed bidding documents should be dropped into the Tender Box placed in Staff room of iCED campus at Kant Kalwar by the stipulated date and time. Tender Documents may be collected from the iCED office on payment of Tender Cost of Rs 1,000/- through Bank Draft in favour of PAO, IA&AD, Jaipur payable at Jaipur on any working day.

The tender documents may also be downloaded from this office website <http://iced.cag.gov.in> (Public Interface>Tenders Invitation). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs 1,000/- through Bank Draft along with the Bidding Documents and EMD.

The Technical Bids shall be opened in the iCED campus **on 08.03.2018 at 15:30 hours** by the Committee authorized by the competent authority of the office of the Director General, iCED, Jaipur in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical bids are accepted, shall be opened by the Committee authorized for the purpose.

The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Director General, iCED, Jaipur, shall be final and binding.

Director (Admn)
iCED, Jaipur

SECTION - 2

BID SUBMISSION FORM

Date: _____

LETTER OF BID

To

Director (Administrartion)
International Centre for Environment Audit and Sustainable Development (iCED)
Plot No. 6&7, RIICO Industrial Area, Kant Kalwar
Near Achrol, Jaipur-Delhi highway
Jaipur (Rajasthan).

Ref: Invitation for Bid for hiring of Security services

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing Security services for the office of the Director General, iCED, Jaipur at its campus at Kant Kalwar.
3. Our bid shall be valid for a period of 60 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION -3

BIDDER'S PROFILE

General:

1. Name of the bidder (company)

2. Name of the authorised person submitting the Bid

3. Designation of the authorised person submitting the Bid

4. Name, Designation, Address and Mobile Number of alternate person

5. (i) Permanent address of bidder (including Head office)

(II) Address of local office of bidder at Jaipur

6. Telephone Number with STD code:
Office
Fax
Residence

7. Mobile No. of the person submitting the Bid

8. Email of the person submitting the Bid

9. Bidder's email ID

10. Website Address

11. Registration & incorporation particulars of the company/firm:
(please attach self-attested copy of relevant proof)
 - (i) Private Limited
 - (ii) Public Limited
 - (iii) Any other – Please specify

12. Licence number issued by competent authority under Private Security Agencies (Regulation) (PSAR) Act 2005 (Please attach self-attested copy)
13. Name of Director(s):
Email ID of Director(s):
14. Mobile Number of Director (s)
15. Bidder's bank, its address and bank account number with BSR and IFSC code
16. Permanent Income Tax (PAN) number, Income Tax circle
(Please attach self-attested copy of PAN Card)
17. Goods & Service Tax Registration Number (Please attach self-attested copy of Goods & Service Tax Registration Number)
18. TIN Number (Please attach self-attested copy)
19. EPF Registration Number (Please attach self-attested copy)
20. ESIC Registration Number (Please attach self-attested copy)
21. Particulars of EMD
 - i) Demand Draft/Bank Guarantee No.
 - ii) Date
 - iii) Amount Rs.
 - iv) Name of Bank
 - v) Address of Bank
 - vi) Validity of BG/DD
22. Particulars of Tender Fee
 - i) Demand Draft No.
 - ii) Date
 - iii) Amount Rs.
 - iv) Name of Bank
 - v) Address of Bank
 - vi) Validity of DD
23. Description of the work of providing Security services executed during the last three years (2014-15 to 2016-17) and work in progress during current financial year 2017-18.

Description of work/order executed	Actual Value of work/order executed (In Rupees)	Name of Government Department/other organization	Start Date	Finish Date	Document evidence enclosed at page No.

24. Details of ISO or other equivalent certification or any other relevant information (if any):

Note : In case of short space, separate sheet(s) showing Sl. No. & details of any of above information should be enclosed duly signed.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the office of the Director General, iCED, Jaipur to forfeit the Earnest Money/Security money deposit by me/us and initiate proceedings to blacklist me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the Security services as per the directions given in the bidding/tender document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory

Name of the Bidder

Seal of the Bidder

SECTION -4

CERTIFICATE OF NEAR RELATIVES

Certificate on Non-Participation of near Relatives in the tender

I, _____

S/o _____

R/o _____

hereby certify that none of my relative(s) as defined in the tender document is/are employed in office of Director General, iCED, Jaipur as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, Office of Director General, iCED, Jaipur shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder

Name (Caps) _____

Position _____

Date _____

SECTION - 5

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 For the Bidding /Tender Document Purposes, 'Office of Director General, iCED, Jaipur' or iCED shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.

1.2 The sealed bidding (Tender) documents should be delivered/dropped into the Tender Box in the campus of iCED at Kant Kalwar by the stipulated date and time. Tender Documents may be collected from office of Director General, iCED, Kant Kalwar, Jaipur on payment of Tender Cost of Rs. 1,000/- (Rupees one thousand only) through Bank Draft/Pay Order in favour of PAO, IA&AD, Jaipur, payable at Jaipur on any working day.

1.3 The tender documents may also be downloaded from this office website <http://iCED.cag.gov.in> (Public Interface>Tenders Invitation). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1,000/- through Bank Draft /Pay Order along with the Bidding Documents and EMD.

1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**

1.6 The bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**

1.8 The Bidding Company should **only** be a Limited/Private Limited Company, registered under the Companies Act, 1956. Bidding in the form of Proprietorship Company/JV Consortium is not permitted.

1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the office of the Director General, iCED, Jaipur.

1.10 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the office of the Director General, iCED, Jaipur. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

1.11 The requirement of Security personnel is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically:

a) **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.

b) The Bidder should be registered with the Income Tax, Goods & Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation. Relevant proofs in support shall be submitted.

c) **Experience:** The Bidder should have experience in the field of providing Security services in the Government Departments/offices, Public Sector undertakings, local/autonomous bodies or five star hotels, etc. and the bidder is executing at least a contract of Security services of Rs. 30.00 lakh or above per annum in the current year 2017-18. Relevant proofs in support shall be submitted.

d) **Licence:** The Bidder should possess a valid licence from the respective State Controlling Authority of the Government under the Private Security Agencies (Regulation) (PSAR) Act 2005. Relevant proof in support shall be submitted.

3. EARNEST MONEY DEPOSIT:

3.1 The bid should be accompanied by an Earnest Money Deposit (bid security) of **Rs. 1,83,000/- (Rupees one lakh eighty three thousand only)** in the form of the Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee/Demand Draft shall be in favour of **PAO, IA&AD, Jaipur and payable at Jaipur.**

3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the client Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 The bids without Earnest Money shall be summarily rejected.

3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit/ performance security.

3.6 The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or

(ii) In case of successful bidder, if the bidder (a) fails to sign the contract in accordance with the terms of the tender document; or (b) fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client; or (c) fails or refuses to honour his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of **60 days** from the last date of submission of Bids.

4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

5.1 Language: Bids and all accompanying documents shall be in English or in Hindi.

5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Technical Bid:

- a. Bid Submission **Form** duly signed and printed on Company's **letterhead**
- b. Bidder's profile with undertaking
- c. Signed and Stamped on each page of the whole bidding /tender document **(except 'Financial Bid' which is to be kept in a separate sealed envelope)**.
- d. All Forms, duly filled and signed and stamped
- e. Earnest Money Deposit of Rs 1,83,000/-
- f. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Hiring of Security Services" with the Name and address of the Bidder.

5.3 **Financial Bid:** Bidder should prepare Financial Bid in the Price Schedule as provided in the Tender Document. Then the financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid for Hiring of Security Services" with the name and address of the Bidder.

6. SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of **(i) Technical Bid and (ii) Financial Bid**, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.

6.2 The Bid shall be submitted not later than **15:00 hours of 08.03.2018** addressed to Director (Administration), International Centre for Environment Audit and Sustainable Development (iCED), Plot No. 6&7, RIICO Industrial Area, Kant Kalwar, near Achrol, Jaipur-Delhi Highway, Jaipur (Rajasthan).

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However, the competent authority of the office of the

Director General, iCED, Jaipur reserves the right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened in the campus of office of the Director General, iCED, Kant Kalwar, near Achrol, Jaipur **on 08.03.2018 at 15:30 hours** by the Committee authorized by the competent authority of the office of the Director General, iCED, Jaipur in the presence of such bidders who may wish to be present or their representatives.

7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the technical bids and financial bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.

7.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

7.7 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

7.8 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarifications and the response shall be in writing.

8.2 If a bidder does not provide clarification of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.

9.2 The technical bid evaluation shall be done based on the following criteria :

(i) The responsiveness of the bid, i.e. receipts of duly filled, signed and accepted bid document in complete form, including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents in proof of meeting the minimum eligibility criteria.

(iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents, shall be rejected and their financial proposals will be returned unopened.

9.4 The bidder who qualified in the technical evaluation stage only be called for opening of financial bids. Client shall intimate the bidders, the time/venue for the financial Bid opening in written communication.

10. FINANCIAL BID OPNEING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.3 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

10.4 The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to arithmetical correction, shall be deemed as the successful Bidder – L1.

10.5 In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest cumulative annual turnover of the last 3 financial year would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.

10.6 Financial Bid not complying with the labour laws including Payment of Wages Act shall be treated as invalid.

11. RIGHT OF ACCEPTANCE:

11.1 The Office of the Director General, iCED, Jaipur reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Director General, iCED, Jaipur in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3 The competent authority of the office of the Director General, iCED, Jaipur reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the office of the Director General, iCED, Jaipur reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of the price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

11.5 The office of the Director General, iCED, Jaipur may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments /Institutions/ Local Bodies/ Municipalities / Public Sector Undertaking etc.

12. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

12.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the manpower.

13. PERFORMANCE BANK GUARANTEE (PERFORMANCE SECURITY/SECURITY DEPOSIT)

13.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum **equivalent to one month's payment** in favour of PAO, IA&AD, Jaipur payable at Jaipur. Contractor may be required to submit the revised performance security of higher amount in case the value of contract or payment is increased in future due to increase in the rates of wages, deployment of more Security personnel than is required initially, etc.

13.2 The Bank Guarantee can be forfeited by order of the Director General, iCED, Jaipur in the event of any breach or negligence or non-observance of any

terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Director General, iCED, Jaipur sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

13.3 If the contractor is called upon by the competent authority of the office of the Director General, iCED, Jaipur to deposit Security and the Contractor fails to provide the performance security within the period specified such failure shall constitute a breach of the contract and the office of the Director General, iCED, Jaipur shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

13.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the Client, which may have been issued to the contractor

14. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to Proceed,' to the contractor authorising him to provide Security services in the Office of the Director General, iCED, Jaipur at specified locations.

15. SIGNING OF CONTRACT AGREEMENT

15.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

15.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

15.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **seven (07) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

15.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

15.5 All the terms and conditions of this whole Bidding/tender document shall be part and parcel of the contract to be executed by the bidder whose tender is accepted.

16. RETUNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

16.1 The Earnest Money Deposit (EMD) of the unsuccessful bidders in the **technical Bid evaluation stage** shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

16.2 The Earnest money deposit of the unsuccessful bidders in the **financial bid evaluation stage** shall be returned at the earliest, on award of contract to the successful bidder.

16.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

17. INSOLVENCY

17.1 The competent authority of the office of the Director General, iCED, Jaipur may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:- If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement” The word “Agreement” and “Contract” has been used interchangeably.

“Party” The word party means the Successful Bidder to whom the work of providing Security services has been awarded and the Client “Office of the Director General, iCED, Jaipur.”

“Letter of Acceptance” shall mean the intent of the Client to engage the successful bidder for providing Security services in its premises

“Notice to Proceed” shall mean the date at which the Security services are to commence in Client’s premises.

“Act of Terrorism” shall mean and refer to any act of terrorism, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Biological or Chemical Contamination” shall mean contamination, poisoning or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.

“Computer Virus” shall mean and refer to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to “Trojan Horses”, “worms” and “time or logic bombs”.

“Confidential Information” shall mean all information that is not generally known and which is obtained/received during the tenure of the contract and relates directly to the business/assets of Client including the information having the commercial value.

“Electronic Data” shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

“Nuclear Risks” shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion

of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

“Termination Date” shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.

“Termination Notice” shall mean the notice of termination given by either party to the other party.

“Contractor” shall mean the successful bidder to whom the work of providing Security services in Client’s premises has been awarded.

1.2 CONFIDENTIALITY

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and /or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

1.2.2 If the contractor receives enquires from Press /News/Media/Radio/Television or other bodies/ persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

1.2.3 The Security Staff shall not accept any gratitude, tip or reward in any shape.

2. SERVICES REQUIRED BY THE CLIENT

2.1 The Contractor shall be providing Security services in Client’s premises as per the details given herein, or any other location as required by the Client to be read with the Assignment Instructions stated in the Schedule of Requirements.

2.2 The Contractor shall provide Security services by deploying adequately trained, well-disciplined, healthy, mentally & physically fit Security personnel who shall safeguard the Client’s premises (at Plot no. 6&7, RIICO Industrial Area, Kant Kalwar, NH 11C, Distt. Jaipur), buildings, moveable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, quests or any other persons working in its premises. Security personnel deployed at Client’s premises should be the Ex-servicemen barring under exceptional circumstances acceptable by the Client.

2.3 The security services will be required for all days including holidays and provision for the manpower to be deployed by the Contractor at Client’s premises as per tentative requirement in eight-hourly 3 shifts daily shall be as under:

Shift	Time	Security Supervisor	Security Gunman	Security Guard
First	0600 hrs. – 1400hrs.	01	03	07
Second	1400 hrs. – 2200 hrs.	01	03	07
Third	2200 hrs. - 0600hrs.	01	03	07
Total (tentative requirement)		03	09	21

2.4 The above tentative number and arrangement of deployment of the Security personnel is without prejudice to the right of the Client to require or deploy the security personnel in any other number (more or less in number) or manner considered to be more suitable in the interest of the iCED.

2.5 If any security personnel deployed by the contractor as Gunman does not possess licensed gun with bullets for 10 days or less for the valid reasons to be informed in writing to the Client, he will be treated and paid as Guard and beyond 10 days, such person will be treated as absent from duty unless and until he regains licensed gun and bullets.

2.6 The Senior Administrative Officer or higher officers or authorised employee of the Client can also check the attendance/presence of security personnel physically or through CCTV cameras at any time and the personnel not found on the place of his/their duty can be marked as absent from duty for that day/night.

2.7 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.

2.8 The contractor shall provide Security services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations. The contractor would also be required **to have a local office at Jaipur/Achrol** for better supervision and coordination of services to be provided to the Client.

3. COMMENCEMENT OF SERVICES

3.1 The Contract shall become legally binding and in force only upon submission of Performance Bank Guarantee.

3.2 The Contractor shall commence Security services in Client's premises within 07 days from the date of receipt of Notice to Proceed.

3.3 The Contractor shall submit detailed resume in respect of the Security Staff along with Photographs duly attested by their firm and verified by the Police after commencement of the Security services to Client's office.

4. CONTRACTOR'S OBLIGATIONS

4.1 The Contractor shall provide Security services at Client's premises as per assignment instructions stipulated in the Schedule of Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

4.2 The Contractor shall provide Security Services as per the Assignment Instructions through its uniformed and trained personnel for the performance of its services hereunder and these security personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

4.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed guards to the concerned authorities every month along with monthly bills.

4.4 The Contractor shall produce to the client the details of payments of statutory benefits like EPF, ESIC, bonus, leave, uniform, relief etc. from time to time to its personnel.

4.5 The Client shall have the right, within reason, to have any security personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the guard with prior intimation to the Client, emergencies, exempted.

4.6 The Contractor shall cover its security personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

4.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Security Services in accordance with assignment instructions.

4.8 The Contractor shall ensure that its personnel do not allow any property of the Client to be taken outside of the premises without the written permission of the person(s) authorised by Client.

4.9 The Contractor shall issue identity cards/identification documents to all its employees who will be instructed by the Contractor to display the same.

4.10 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Client does not recognize any employee-employer relationship with any of the personnel/workers of the Contractor. The Contractor shall make them known about this position in writing before deployment under this agreement.

4.11 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPS Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Laws on prevention of Sexual harassment at workplace, untouchability, etc. or any other law in force.

4.12 The Contractor shall provide **reasonably good uniforms (summer & winter)** with name badges and numbers to its personnel deployed at Client's premises at the contractor's own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The required incidentals, such as belt, shoes, socks, caps, torch with cell, whistles, cane stick, hot & cold weather protection accessories, rainy wear, umbrellas, licensed gun, bullets, etc. shall be borne/supplied by the Contractor at its cost.

4.13 The Contractor shall cover all its personnel under the relevant laws of EPF Labour, ESIC etc. Proof of the same should be submitted by the Contractor from time to time to Client.

4.14 The Contractor shall also submit a copy of attendance register/sheet and wages sheet showing monthly wages paid to its personnel.

4.15 The antecedents of Security staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to this Department and the Department shall ensure that the Contractor complies with the provisions.

4.16 Adequate supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.

4.17 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

4.18 The contractor shall be responsible for discharging all the statutory and tax liabilities (including GST) in respect of the Security services provided to Client.

4.19 The Contractor and his authorised representative(s) will be available for contract at all times and receipt of message shall be acknowledged immediately to the Client.

4.20 The contractor shall provide ESI card to all security personnel. Photocopies of ESI cards duly acknowledged by concerned employees will be submitted by the contractor within one month of issue of work order.

4.21 The contractor shall provide details of security personnel deployed at other places including names, contract numbers for verification purpose that they are properly paid by the contractor, PF, ESI related queries etc. If any defaults come to notice of iCED, the contractor may be technically disqualified.

5. CONTRACTOR'S LIABILITY

5.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Security Services to the Client.

5.2 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Client's property/staff/guests.

5.3 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/ property at the Client's premises on account of acts of omission and commission by the employees deployed by the Contractor. In case of any theft or pilferages, loss or other offences, the contractor will investigate and submit a report to Senior Administrative officer (Admn.), iCED Jaipur and maintain liaison with the police. FIR will be lodged by Senior Administrative Officer (Admn.) wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed. The loss caused to Client due to lapse on the part of the Contractor's personnel discharging security responsibilities will be borne by the Contractor and in this connection, the Client shall have the right to deduct appropriate amount from the Contractor's bill or performance security to compensate such loss.

5.4 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

5.4.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

5.4.2 consisting of, caused by, resulting from or in connection with any loss, damage destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Security Services to the Client.

5.5 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

6. CLIENT'S OBLIGATIONS

6.1 No employee of the Contractor shall be contracted or employed by the Client through any other contractor in similar manner within a period of 6 months of having left the services of the Client.

6.2 Except as expressly otherwise provided, the Client shall, at its own expense, provide certain equipment/facilities viz. heating/air, lighting, drinking water, power, toilet facilities, chair, registers at the location(s) where the Security Services are to be provided to enable Contractor's employees to carry out the Security Services.

6.3 The Client shall comply with and fulfil the security recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with performance of the Security Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Security Services as soon as possible after the Client becomes aware of them.

6.4 To enable the Contractor to provide the Security Services, the Client shall ensure that their staff is available to provide such assistance.

7. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of **one year** from the date of award. However, on failure of performance or breach of conditions of contract by the contractor, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further **extended for two more terms of one year each**, subject to satisfactory services at the sole discretion of the office of the Client.

8. PAYMENTS

8.1 After Selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement to which all payments shall be made to the Contractor by the Client for the Security services.

8.2 The prices in the Price Schedule shall be exclusive of any goods & service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

8.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month along with attested copies of attendance sheet and EPF, ESI & GST payment challans, etc. at least for the preceding month.

8.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period except due to increase of GST and/or relevant minimum wages by Government so that payment may not be made for personnel less than applicable minimum wages.

8.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the rates of GST and/or relevant minimum wages, as and when so revised by the Government.

8.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**.

8.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque or through bank account.

8.8 The payment of bill submitted by Contractor would be made only after certification/verification of the attendance and satisfactory performance of the work of the personnel by the Client's authorised officer. The payment to the Contractor would be made only for those days on which the personnel had actually worked in Client's premises.

8.9 The Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be) from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

8.10 No. payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

9. PENALTIES

9.1 The Contractor shall disburse salary to its deployed Security personnel, latest **by 5th of every month through non-cash mode i.e. online transfer (NEFT/RTGS etc) without waiting for release of payment from iCED**, failing which compensation (penalty) of Rs 500/- per day will be imposed up to 15th of the month and the contract shall liable to be terminated. Security Deposit/Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the Security services at the risk and cost of the Contractor.

9.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and

if no action is taken immediately, penalty of Rs. 1,000/- per day per complaint will be imposed by invoking penalty clause.

9.3 The Contractor has to maintain adequate number of Security personnel as per this contract and also arrange a pool of standby personnel/supervisor. If the required number of personnel/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

9.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

9.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring security services in the event of Contractor failing to provide requisitioned number of personnel, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

10. FORCE MAJEURE – OBLIGATIONS OF THE PARTIES

10.1.1 “Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

10.1.2 the date of commencement of the event of Force Majeure;

10.1.3 the nature and extent of the event of Force Majeure;

10.1.4 the estimated Force Majeure Period,

10.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

10.1.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

10.1.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

11. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

11.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Jaipur and the decision of the arbitrator shall be final and binding on the parties.

11.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Jaipur.

12. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice of **at least one month** to the other if:

12.1 The other party is in material breach of its obligations under this Agreement and, in the case of such breaches as are capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

12.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if;

12.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event security deposit in the form of performance Bank Guarantee shall be forfeited.

12.2.2 If the Contractor does not provide Security services satisfactorily as per the requirements of the Client or /and as per the Schedule of Requirements.

12.2.3 If the Contractor goes bankrupt and becomes insolvent.

13. DISCLAIMER

The relatives/near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

SECTION-7

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 5 and “General Conditions of the Contract (GCC)” as contained in Section 6.

2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. LABOUR AND CONTRACTOR’S PERSONNEL

3.1 Labour compliances

The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen’s compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

3.2 Contractor should at all times indemnify client 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 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

3.3 Engagement of Security Personnel

The Contractor shall make its own arrangements for the engagement of all Security and other administrative personnel for providing Security services in Client premises and shall use all diligence in arranging for a sufficient and suitable supply of such personnel but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

3.4 Contractor’s Personnel

3.4.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient

number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

3.4.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

3.4.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges) on duty. The Contractor shall not employ any person below the age of 18 years and any Security Guard above the age of 56 years.

3.5 Office records

3.5.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.

3.5.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/Permanent) and all grievances recorded by the staff vis-à-vis action taken etc. The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

SCHEDULE OF WORKS/REQUIREMENTS

In this Schedule of Requirements, the details of Security services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Client's site are and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

1.1.1 The Contractor shall deploy all security personnel at the Client facility in the manner and as per the instructions of the Client.

1.1.2 The Contractor shall replace immediately any of its personnel, if they are unacceptable to the Client because of security risk, incompetence, indiscipline, conflict of interest and/or breach of confidentiality or improper conduct.

1.1.3 The Contractor shall ensure that all security personnel are fully conversant with the premises and with the client's business activities and its related security requirements. Hence the Contractor's personnel will, inter alia, observe/ensure the following:

1.2.1 CODE OF CONDUCT

The Contractor shall ensure that their security personnel:

- a) Are always disciplined, healthy, smartly turned out and vigilant.
- b) Are punctual and arrive at least 15 minutes before start of their shift
- c) Take charges of their duties properly and thoroughly.
- d) Performa their duties with honesty and sincerity.
- e) Read and understand their Post and site instructions and follow the same.
- f) Extend respect to all the Officers and staff of the office.
- g) Shall not consume alcoholic drinks or drugs and shall not intoxicate/smoke on duty, or come drunk and report for duty.
- h) Will not gossip or chit chat while on duty.
- i) Will not leave the post unless their reliever comes.
- j) Will never sleep while on duty post.
- k) Will not read newspaper or magazine while on duty.
- l) Will immediately report if any untoward incident/misconduct or misbehaviour occurs, to the Contractor and the Client.
- m) When in doubt, approach concerned person immediately.
- n) Will take periodic rounds around the premises.
- o) Security should not leave the post without the knowledge of the shift – In-charge. If necessary the needful arrangement will be made by the Supervisor.
- p) Security personnel should get themselves checked whenever they go out by the other shift security.
- q) Are well equipped with the required incidentals/devices e.g. gun, cane stick, mobile, torch, etc.
- r) Are extremely courteous with very pleasant mannerism.

1.2.2 CONFIDENTIALITY

- (i) The phone number and movement plans of the client will not be given to anyone.
- (ii) The following information about the client will not be given to anyone.
 - a) Car make, colour and number of higher officials.

- b) Telephone no. /any other information.
- c) Location and movement plans.
- d) Meetings and conference schedules.
- e) Site plan of the premises.
- f) Travel details of the clients.

1.2.3 PERSONAL MOVEMENTS

- (i) Personnel In and Out record to be maintained manually in the register.
- (ii) Security will keep record of the Sundays, holidays and late working employees.
- (iii) **Contract staff/Casual labourers** – Identify the person and ensure that the casual staff is wearing the I.D. cards.
- (iv) Housekeeping movements register to be maintained.
- (v) **Be polite with the visitors and ask them to sit till the concerned staff arrives.**
- (vi) In case of Doubt the security can check the visitors in a proper way, subject to permission of AAO (GS Section) /Sr. AO (Admn).
- (vii) Entry of trespassers/unauthorized person/animals should not be allowed into the Client's premises.

1.2.4 MATERIAL MOVEMENTS

- (i) Incoming material – Check the documents carefully and receive the items with the due entry and forward it to the concerned person.
- (ii) Outgoing – Before sending the material, have a proper check as per Challans. Do not send out any material without seal and sign of the authorized person.
- (iii) Returnable and non-returnable record has to be maintained. A periodic status report, i.e. weekly report will be generated by security and submitted to AAO (G.S.) for follow up action on items that have not returned on due date.
- (iv) All materials coming in and going out to be recorded correctly as per Challans.
- (v) Materials coming in to the premises must be accompanied by a proper Challans.
- (vi) No item will be taken out without written permission of the authorized person/officer.
- (vii) Documents for material incoming and outgoing should be implemented with a list of authorized signatories.
- (viii) Vehicular movement (in and out) should be watched and recorded in a separate register.

1.2.5 MAIL AND COURIER MOVEMENTS

(i) All Couriers /Dak incoming shall be directed to the GS Section (Receipt and Issue Section) of the Client's Office.

1.2.6 HANDLING OF TELEPHONE & OTHER EQUIPMENT

(i) Security personnel are instructed very strictly not to misuse the telephones & other equipment in facility.

(ii) All calls should be handled courteously.

(iii) He will take the messages correctly and convey to the concerned person immediately.

(iv) Security personnel must be capable to handle metal detector/CCTV system/sliding door/boom barrier & other equipment provided for security purpose by Client and are instructed to handle the same.

1.2.7 PATROLLING PROCEDURES

(i) The guard must ensure that once the office is closed all the unwanted lights and **Air conditioning units** is put off.

(ii) Security should not switch off the computers, which are left on.

(iii) Patrolling by Supervisor/Gunman/guard should be taken on an hourly basis once the office is closed.

IV) He will keep a watch on the activities of the casual labourers/ contractors.

V) If he finds anything unusual/ untoward, a written report must be given to Sr. AO (Admn)/ AAO (GS Section).

1.2.8 FRISKING /CHECKING PROCEDURES

(i) All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening. In case of any person resisting, the same will be clearly informed to the concerned authority.

(ii) All vehicles entering and going out of the campus, garbage being removed from the premises by the housekeeping personnel or anyone else must be thoroughly checked before they are being taken out.

(iii) If anything untoward is found, it must be reported to Administration head.

(iv) If frisking /checking of the employee hand bags and also physical checking is not permitted, then the security will not be held responsible for the loss of all pocketable items like calculators, small music systems, any personal belongings of the staff, computer hardware and Laptops that can be taken away easily. However, Security Guards shall be liable in case the physical checking is permitted by the Client.

1.2.9 CHANGING OVER AND TAKING OVER

- (i) He will go through the log and entries of previous shift and discuss the progress plan with the reliever.
- (ii) Both the security guards/Supervisors will check the entire building thoroughly.
- (iii) Reliever guard should check all the documents, which are related to security before taking over charge.
- (iv) They should check all the systems which are in the facility/under security.
- (v) Occurrences report register to be maintained.
- (v) Reliever guard should check previous shift guard before taking over charge.

1.2.10 CLEAN DESK POLICY

All the staff should ensure that their desks are clean before they leave for the day i.e. no important items are left on the table top.

1.2.11 NOTE FOR THE CLIENT

- i) List of authorized signatories to be provided.
- ii) We request the new employees to be informed officially to enable us to maintain security procedures.

1.2.12 FIRE CONTROL

- i) Security should know where the fire extinguishers are located/installed and be able to operate them immediately in case of any fire accidents and will simultaneously report to Caretaker and the concerned CPWD (Electrical) officials/contractual personnel.
- iii) In case of fire, prompt action be taken by the security to safeguard the life and property of the client.
- iv) In the event of any fire, rush to the spot, muster all manpower available and take control of fire fighting operations.
- V) If necessary, security should call Ambulance team on phone no. 101/102
- vi) Employees to be made aware to respond during emergency.

1.2.13 EMERGENCY PROCEDURES

- i) The security should have all the addresses and contact numbers of nearest police station, hospital, ambulance, fire brigade, Caretaker, Sr. AO (Admn.) and the concerned CPWD (Electrical) officials/contractual personnel.
- ii) Security will immediately report if any untoward incident/misconduct or misbehaviour occurs, to the Contractor and Client.

- iii) Security person should know the entire emergency exits doors and main entry gates, so that he can take suitable action at a short notice.
- iv) Identify the emergency and its gravity.
- V) In case of emergency, ring the alarm bell/siren in coordination with concerned CPWD (Electrical) officials/contractual personnel.

EMERGENCY PROCEDURES

(1) IN CASE OF THEFT/BREAK IN

Action by Security Guard

- a) Detain person/vehicles
- b) Investigate the matter /case
- c) Inform the Contractor's control room.
- d) Report to the contact person
- e) Inform the Patrolling Supervisor

(2) IN CASE OF FIRE

Action by Security Guard

- a) **Try to extinguish fire**
- b) In case of **FIRE**, guard can call **FIRE DEPT** (Ph. No. 101)
- c) Inform the Contractor's control room
- d) Report to the contact person
- e) Inform the Patrolling Supervisor

(3) IN CASE OF BOMB THREAT CALL

Action by Security Guard

- a) Inform the Contractor's control room
- b) Report to the contact person
- c) Inform the Patrolling Supervisor

SECTION - 9

FINANCIAL BID (PRICE SCHEDULE)

FINANCIAL BID FOR HIRING OF SECURITY SERVICES

**FOR THE CAMPUS OF iCED AT PLOT NO. 6&7, RIICO INDUSTRIAL AREA
KANT KALWAR, NEAR ACHROL, JAIPUR**

(To be duly filled in, kept & sealed in separate envelope)

- (A) Name of tenderer (Bidder):
- (B) Complete address & telephone No. of Bidder:
- (C) The following, inter alia, may also be kept in view while placing the Financial Bid by the bidder:
- (I) Monthly rate per 8 hours shall be quoted by the bidder for:

Sl.No.	Category (Ex-serviceman)	Location	Deployment
1.	Security Supervisor	iCED campus at Plot No. 6-7, RIICO Industrial Area kant kalwar, near Achrol, NH 11C Dist: Jaipur (Rajasthan) about 45 km from Jaipur city (UA)	8 hours
2.	Security Gunman		8 hours
3.	Security Guard		8 hours

- (II) Payments shall be made by the Client (iCED) as per the terms and conditions of the Tender (Bid) Documents.
- (III) Quoted rates shall be valid for a period of one year and no increase in the rates shall be entertained during the initial currency of the Contract except for revision of minimum wages and/or GST by Government.
- (IV) The charges shall be on 7 days a week basis which shall be inclusive of all charges including client's contribution towards ESI, PF, Gratuity, Bonus, uniform washing charges, substitutes for weekly offs, holidays, leave, other reliever, residential accommodation etc. It shall also include costs of training equipment, cold/hot weather accessories/incidentals, other required incidentals/devices, and uniform for security personnel etc. which would be borne by the contractor.
- (V) In view of the above and other terms & conditions mentioned in the tender (bid) documents, the monthly rates for different categories of Security personnel are quoted by me /us (bidder) as under:

Sl. No.	Head	Monthly rate per person for duties of 08 hours daily (In Rupees)		
		Security Supervisor	Security Gunman	Security Guard
(1)	(2)	(3)	(4)	(5)
1	Basic rate including VDA (Not less than prescribed relevant minimum wages)			
2	ESI (.....%)			
3	EPF (.....%)			
4	EDLI (.....%)			
5	Bonus			
6	Uniform washing charges			
7	Any other charges/allowances (please specify)			
8	Total direct charges (per person) Sl. No. 1 to SL. No. 7)			
9	<u>Additional charges payable for:</u> Weekly offs National Holidays & Other Holidays			
10	Total charges per person (Sl. No. 8 + Sl. No. 9)			

11	Service/ Administrative charges of bidding agency (Contractor) (.....% of			
12	Total cost per person (Sl. No. 10 + Sl. No. 11)			
13	GST (presently.....%)			
14	GRAND TOTAL PER PERSON PER MONTH (Sl. No. 12 + Sl. No. 13)			
15	Tentative number of persons required	03	09	21
16	TOTAL COST PER MONTH (Sl. No. 14 x Sl. No. 15)			

17. GRAND TOTAL OF COST PER MONTH FOR ALL 03 SUPERVISORS + 09 Gunmen + 21 Guards (i.e. Col. 16(3)+16(4)+16(5)) =Rs. (Rupees.....per month)

Note1:

1. iCED will make payment of Minimum wages as indicated above. In addition, amount of VDA to be declared in future will also be paid. Minimum wages payment will be revised automatically whenever revised by the Government.
2. Other payments will include payment for EPF and ESI at applicable rates from time to time.
3. Annual Bonus as per applicable rates will also be paid.
4. GST at applicable rate will be paid extra.

Note2: Any corrections/alterations made in the entries are to be duly attested by the bidder/authorized signatory.

Dated:.....

Signature of Authorized Signatory of the Bidder

With official seal/stamp

UNDERTAKING

I/We hereby solemnly undertake and certify that:

1. The payment to my/our personnel will be made as per relevant rates prescribed from time to time under Minimum Wages Act and applicable statutory payments on account of EPF, ESI, etc. We will also be responsible for discharging all the statutory and tax liabilities in respect of our personnel and the services provided to the Client.
2. I/We have gone through the terms and conditions stipulated in all the sections of Tender (Bid) Document, contracts, its schedules/forms & this Section (Financial Bid) and confirm to abide by the same.
3. No other charges would be payable by Client.

Dated.....

**Signature of the Authorized Signatory of the Bidder
With official seal/Stamp**

SECTION – 10

Section 10.1 FORM-1 BID SECURITY FORM (To be used for EMD in case submitted by Bank Guarantee)

Section 10.2 FORM –II FORM OF ARTICLES OF AGREEMENT

Section 10.3 FORM –III FORM OF PERFORMANCE BANK GUARANTEE

Section 10.4 FORM –IV LETTER OF AUTHORISATION (for attending bid opening)

FORM -1

BID SECURITY FORM

No.....

Date.....

To

Director General (hereinafter called "The Owner")
International Centre for Environment Audit and
Sustainable Development (iCED),
Jaipur

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing Security services on contract basis.

KNOW ALL MEN by these presents that WE.....of having our registered office at(Hereinafter called "the Bank") are bound unto the Owner in the sum of Rs...../- (Rupees.....only) for which payment will and truly to be made of the Owner, the bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1 If the Bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or

2 If the bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.

a) Fails or refuses to execute the Contract, if required;

OR

b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders

OR

c) Fails or refuses to perform their duties fully or partially to the satisfaction of the Owner. We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

FORM-II

CONTRACT AGREEMENT NO. Iced/.....-DATED.....

THIS AGREEMENT is made on.....between Sr. Administrative Officer (Admn)/Director (Admn), office of Director General, International Centre for Environment Audit and Sustainable Development (iCED), (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at iCED Campus, RIICO Industrial Area, Kant Kalwar, Near Achrol, Jaipur of the One Part,

AND

M/s.....having its registered office at(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

1. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated.....for **hiring of Security services for its new campus at Kant Kalwar.**

II. AND WHEREAS the Contractor submitted his bid vide.....in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client.

III. AND WHEREAS the Client has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. _____** to the Contractor onfor a total sum of Rs.....[Rupees.....only].

IV. AND WHEREAS the Client desires that the Security services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors/parties for the Security services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing security personnel/supervisor for services in the Client’s premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST Charged in the said bill.

VIII AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance (LoA) issued by the Client.
 - b) Notice to Proceed (NTP) issued by the Client.
 - c) The Complete Bidding/tender documents, as submitted duly signed by the Contractor.
 - d) The Addenda, if any, issued by the Client.
 - e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - f) Charges-Schedule annexed to this Article of Agreement.
 - g) Supplementary Agreements executed from time to time.
3. Any changes /modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
5. **VII. IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of Contractor

Signed on behalf of
Director General, iCED

(Authorised Signatory)

Authorised Signatory

Witness 1

Witness 1

Witness 2

Witness 2

FORM –III

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date:.....

Bank Guarantee No:

Amount of Guarantee.....

Guarantee Period : From.....to.....

Guarantee Expiry Date:.....

Last date of Lodgement:.....

WHEREAS Office of Director General, International Centre for Environment Audit and Sustainable Development (iCED), Jaipur (hereinafter referred to as “The Owner” which expression shall unless repugnant to the context include their legal representatives, successors and assigns) has executed a binding to the Contract on (Please insert date of acceptance of the letter of acceptance (LoA)) (“**Contract**”) with [insert name of the Successful Bidder]

.....(hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of Security services shall have the meaning ascribed to it in the Contract based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents]..... dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Jaipur for an amount equal to one month’s payment (The amount Guarantee under this Bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank].....(hereinafter referred to as the “Bank”) having its registered office at [insert the address].....and at the request of the contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the bank by the Owner shall be conclusive as regards the amount due and payable by the bank

under this bank guarantee and the bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guarantee Amount to be inserted here].....(Rupees..... only.)
- (iii) The Owner will have the full liberty without reference to the bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and /or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Jaipur for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purpose of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guarantee Amount and this bank guarantee shall expire on the expiry of the warranty period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the

Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:.....

Bank

Corporate Seal of the Bank

By its constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

FORM-IV

**LETTER OF AUTHORISATION FOR ATTENDING BID OPNEING
(To reach on or before time of bid opening (Technical and Financial))**

To

The Dy. Director (Administration),
International Centre for Environment Audit and Sustainable Development (iCED),
New campus, plot 6&7, RIICO Industrial Area,
Kant Kalwar, near Achrol, Delhi-Jaipur highways,
Jaipur (Rajasthan)

Subject: Authorization for attending bid opening on.....(date) in
the tender of

Following persons are hereby authorized to attend the bid opening for tender mentioned
above on behalf of (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
----------------------------	-------------	----------------------------

I.

II.

Alternate Representative

**Signatures of Bidder
or**

Officer authorized to sign the bid Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.