

# Tender For SECURITY SERVICES



**Last Date of Submission: 6<sup>th</sup> May 2017 before 2.30 PM.**

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**OFFICE OF THE PRINCIPAL  
GOVT. POLYTECHNIC  
SUNDERNAGAR DISTT. MANDI ( HP)  
(An ISO-9001: 2008 Certified Institution)  
Telephone: 01907-266778**

**Website: [www.gpsundernagar.org](http://www.gpsundernagar.org)**

**TENDER**  
**FOR**  
**PROVIDING SECURITY SERVICES**

**Principal Govt. Polytechnic Sundernagar, Distt. Mandi (H.P.)**  
**invites sealed bids from eligible Bidders/contractors**  
**for Security Services**

|  |  |
|--|--|
| PRICE OF BIDDING DOCUMENT<br>(Non- refundable) | <b>: 1000/-</b>  |
| Start date of downloading<br>Tender Form       | <b>:14.04.2017 from 10.00 AM onward</b>  |
| Last date of downloading<br>Tender Form        | <b>:03.05.2017 up to 5.00 PM</b>   |
| LAST DATE AND TIME FOR<br>RECEIPT OF BIDS      | <b>: 6<sup>th</sup> May up to 2.30 P.M.</b>  |
| TIME AND DATE OF OPENING<br>OF TECHNICAL BIDS  | <b>: 6<sup>th</sup> May. at 3.00 P.M.</b>  |
| TIME AND DATE OF OPENING<br>OF FINANCIAL BIDS  | <b>: 6<sup>th</sup> May. at 3.00 P.M.</b>  |
| PLACE OF OPENING OF BIDS                       | <b>: Principal Office Govt. Polytechnic<br/>Sundernagar Distt. Mandi ( HP)</b>                 |
| ADDRESS FOR COMMUNICATION                      | <b>: Principal, Govt. Polytechnic<br/>Sundernagar Distt. Mandi ( HP)<br/>Pin Code: 175018.</b> |

## **INTRODUCTION**

Principal, Govt. Polytechnic Sundernagar Distt. Mandi ( HP) intends to outsource its security services for one year extendable for another two years (Total Three Years) subject to satisfactory service. Accordingly, sealed tenders are invited from the reputed Security Agencies/ contractors / co-operative societies / firms and other organizations latest by 06.05.2017 upto 2:30 pm. The tender must accompany earnest money of Rs.25,000 in the form of Fixed Deposit Receipt (FDR) duly pledged in favour of Principal, Govt. Polytechnic Sundernagar Distt. Mandi ( HP). The bidder / tenderer have to furnish the offer in two separate envelopes clearly mentioning envelope Number-1 "Technical Bid" and Envelope No. -2 "Financial Bid". Both the envelopes should indicate description of bid, date of opening and then both the envelopes should be put in bigger envelope indicating "Tender for providing Security Services".

## **TECHNICAL BID**

For providing Security Services to Govt. Polytechnic Sundernagar Distt. Mandi ( HP)  
(In separate sealed Cover-I super scribed as Technical Bid)

- 1. Name of the Tenderer  
Organization/Agency** :
- 2. Address of the Tenderer  
Organization/Agency** :
- 3. Phone number** :
- 4. Mobile Number** :
- 5. Email address** :
- 6. Type of security agency** :
- 7. Total number of trained  
security personnel of the  
organization.** :
- 8. Name of the authority with whom Agency  
is Registered under the PSARA, 2005 to  
provide security services .** :
- 9. Registration Number** :
- 10. Registration valid up to** :
- 11. Labour license Number and  
date Registered with Validity  
of license.** :
- 12. License No. date to keep the** :

armed guard Name of authority  
Validity of license.

13. EPF No :  
14. ESI Code :  
15. Gratuity Act Regn. No :  
16. PAN No. :  
17. Trade License No :  
18. VAT No :  
19. Service Tax Registration No. :  
20. Detail of FDR Rs 25,000 :  
towards bid security (EMD)  
21. Detail of DD No. and date of :  
Rs 1000/- for purchase of tender  
document, if downloaded.  
22. Any other document :

#### **DECLARATION BY THE TENDERER**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them .This is to further certify that I/We have neither been blacklisted by any govt.or semi govt. or autonomous body nor debarred by any such agencies from executing or participating in the tender for providing Security Services.

**Name**

**Address**

**Phone No:**

**Moblile No:**

**Fax No:**

**E-mail:**

**Place:**

**Date:**

**(Signature of Bidder with Seal)**

**FINANCIAL BID****For providing Security Services to Govt. Polytechnic Sundernagar Distt. Mandi ( HP).**

(In sealed Cover-II super scribed "Financial Bid")

| Sr.No | Description Security Guard   | ( Rs. ) |
|-------|------------------------------|---------|
| 1     | Wages per day                |         |
| 2     | Wages for one month (365/12) |         |
| 3     | EPF @ _____%                 |         |
| 4     | ESI @ _____%                 |         |
| 5     | Service charge * _____%      |         |
| 6     | TOTAL (2+3+4+5)              |         |

**\*Note: The Service Charges quoted above are inclusive of all taxes/charges, bonus, leave salary and liveries etc.**

**Declaration by the Bidder**

This is to certify that I/We before signing this tender have carefully read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them.

- i) No other charges would be payable by Client.
- ii) Provisions of Minimum Wages and other Acts have been taken care of in the calculation of monthly rate quoted above.
- iii) There would be no increase in rates during the Contract period except as provided under the terms and conditions.

**Name****Address****Phone No****Moblile No****Fax No.****E-mail****Place****Date****Signature of Bidder with Seal**

# **TERMS & CONDITIONS OF CONTRACT**

## **A. Scope of Work:**

### **Providing Security services at Govt Polytechnic Sundernagar Mandi by deploying required number of Security Personnel.**

1. The Agency shall provide trained and well-disciplined security personnel in phased manner as per need of Govt Polytechnic Sundernagar Mandi who will safeguard the buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage, maintain discipline, law & order and also ensure safety of the employees, students, visitors, guests or any other persons working in its complex/premises. Duties & responsibilities of the Security Guards are enclosed as **Schedule A**

2. The security personnel may be deployed round the clock in 3 shifts on some points as per the duty chart assigned by the Principal Govt Polytechnic Sundernagar Mandi. In case any employee of the contractor is on leave or absent from the duty for any reasons; the contractor would provide substitute/replacement without any delay failing which the contractor shall be liable to pay double amount of wages to Govt Polytechnic Sundernagar Mandi till such period his substitute is provided. This amount shall be chargeable against the Performance Bank Guarantee/ FDR.

3. The security personnel shall be responsible for opening/closing of the building and rooms and other security related works as necessitated/directed by Principal Govt Polytechnic Sundernagar Mandi on working and closed days.

4. The Agency shall ensure that water taps, lights etc. are not left on after close of working hours on normal working days or as well as on off days, as the case may be.

5. The security personnel deployed shall remain alert and take regular rounds of the premises and ensure strict vigil and will raise the alarm and will inform immediately to all the outlets to be closed.

6. The Agency shall keep the Principal Govt Polytechnic Sundernagar Mandi informed of all the matters concerning security and co-operate in the investigation of any incident relating thereto.

## **B. Eligibility Criteria (Mandatory):**

**The bidder should possess the following criteria failing which the offer shall not be considered for opening of financial bid.**

1. The Bidder must be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered with appropriate authority.

2. It must be empanelled/registered with DGR or under Private Security Agencies (Regulation) Act, 2005 or under any other Acts or rules made there under by HP State Govt. as private security agency as per law and should be valid at least for the financial year or for 12 months from the date of the opening of tender.

3. The Bidder should have at least 3 years continuous experience of providing 50 Security personnel (during the last 3 years) at a time in one or more organizations with minimum 20 security personnel in a single organization. The Experience and satisfactory performance certificate on the organization letter head duly signed by the Head of the organization as per **annexure A** should be attached in support .

4. The agency should have financial turnover with average turnover of **minimum Rs.30 lakh per annum** during the last 3 years, duly certified by CA. Documentary evidence should be attached. The photocopies of year wise service tax paid during the last three years should also be attached.

5. There should be no case pending with the police against the Proprietor / Firm/ Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached.

6. The Agency shall have the following Registrations and details of the same be provided in the Technical Bid along with documentary proof:

**(a) PF Registration:**

**(b) ESI Registration:**

**(c) Service Tax Registration:**

**(d) Valid License, issued by Regional Labour Commissioner, Govt. of India/HP Govt.**

**(e) Registration with Income Tax Department for permanent income tax number / TAN wherever applicable.**

**(f) Registration as proprietary firm, Partnership firm, Limited Company, Corporate body.**

**(g) Registration as Private Security Agency.**

## **EVALUATION OF BIDS**

The technical bids shall be evaluated on the basis of the eligibility criteria mentioned above and financial bids of only the technically qualified bidder shall be opened. The financial bid shall be decided on the basis of offered lowest service charges in %age on the price bid proforma attached.

### **C. Information and Conditions relating to Submission of Bids:**

1. The initial period of contract shall be for one year extendable for another two years on year to year basis depending on performance of the Agency and at the discretion of Principal Govt Polytechnic Sundernagar Mandi.

2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be obtained from office of Principal Govt Polytechnic Sundernagar Mandi on any working day between 10.00 AM and 05.00 PM up to **03.05.2017** on payment of non-refundable in the form of demand draft of Rs. 1000/- of any scheduled bank payable in favour of Principal Govt Polytechnic Sundernagar Mandi at Sundernagar.

**IMPORTANT: The bidders may download the tender documents directly from our website [www.gpsundernagar.org](http://www.gpsundernagar.org). in such case, the bidders are required to submit the tender cost fee of Rs.1000/-(non-refundable) by way of**

**separate demand draft drawn in favour of Principal Govt Polytechnic Sundernagar payable at Sundernagar and the same should essentially be enclosed alongwith the Technical Bid. The bidders should specifically superscribe, “downloaded from the website” on the top left corner of the outer envelope. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.**

3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing “Technical Bid” (containing all documents except price bid) and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “**Tender for Security Services**” should reach in the office of the Principal Govt. Polytechnic Sundernagar before 02.30 PM on or before **06.05.2017**. The Tender will be open on the same day at 03.00 PM in the presence of the bidders or their authorized representatives (not more than two) who wish to remain present. In no case the price bid Performa should be included in the technical bid.

4. All the pages of the tender should be sequentially numbered and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.

5. The bid shall be valid upto 90 days from the date of opening. Prior to the expiry of the original Bid Validity Period, Principal Govt Polytechnic Sundernagar may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.

6. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.

7. The bidder shall pay Bid Security (EMD) of Rs 25, 000 (Rupees Twenty Five Thousand only) along with the technical bid in the shape of FDR duly pledged in favour of “Principal Govt Polytechnic Sundernagar”. Bids received without Earnest Money Deposit (EMD) shall stand rejected and consequently shall not be considered for evaluation etc at any stage.

8. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of tender process. The EMD of the successful bidder may either be adjusted against performance security or shall be refunded after submission of adequate performance bank guarantee/ security or FDR duly pledged in favour of Principal Govt Polytechnic Sundernagar.

9. The finally selected bidder has to enter into an agreement with the institute (**as per the enclosed proforma**) within 7 days of awarding the work on stamp paper of Rs.100/- and the contractor shall have to provide the services from the day next to the date of agreement. Besides this as a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit (within 15 days of award of contract but before signing of agreement) an amount equal to 10% of Annual Contract value towards Security Deposit by way of Bank Guarantee on the **enclosed prescribed proforma** or FDR duly pledged in favour of “Principal Govt Polytechnic Sundernagar” drawn on any Nationalized Bank/Scheduled Bank and payable at Sundernagar failing which (EMD) shall be forfeited unless time extension has been granted by Principal Govt Polytechnic Sundernagar .



10. The EMD shall be forfeited if successful bidder fails to undertake the awarded work or fails to comply with any of the terms and conditions of the contract.

11. The bid of successful bidder shall be valid and open for acceptance of the Competent Authority of Govt Polytechnic Sundernagar for a period of 1 year from the date of award of the tenders (financial bid) and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.

### **Contractor shall not sublet the assigned work.**

12. To assist in the analysis, evaluation and computation of the bids, the Govt Polytechnic Sundernagar Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

13. After evaluation, the work shall be awarded to the Agency fulfilling all the conditions and who has quoted the lowest percentage of service charges. The minimum wages as notified by the Government of Himachal Pradesh from time to time shall be paid. In case two or more agencies are found to have quoted the same rates, the Tender Evaluation Committee shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm viz. turnover and number of person deployed, and length of experience etc. The decision of the Committee shall be final. The service charges shall include all the taxes, charges, benefits, bonus, leave salary and liveries etc. (except as explicitly mentioned in the price bid proforma) to be paid to the Government/any other agency/employees in lieu of the work contract at Govt Polytechnic Sundernagar.

14. The quoted percentage of service charges shall include all statutory obligations except as mentioned in the price bid proforma. The rate quoted should be consolidated and inclusive of all Tax/charges, bonus, leave salary, liveries etc. to be paid to the persons so deployed or to any other Government/other agencies.

15. TDS, if applicable, shall be deducted as per rules before making the payment to contractors. Thereafter, contractor shall be responsible for deduction of income tax from their employees, if applicable, and for maintenance of record related to such deduction.

16. Principal Govt Polytechnic Sundernagar reserves the right to accept or reject any or all bids without assigning any reasons. Principal Govt Polytechnic Sundernagar also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

### **D. Broad Terms and Conditions:**

1. The location, shift and provision for the required manpower shall be decided by the Principal Govt Polytechnic Sundernagar as per the requirement of the institute. However, the arrangement of deployment of the Security personnel shall be without prejudice to the right of Principal Govt Polytechnic Sundernagar to deploy the security personnel in any number or manner considered to be more suitable in the interest of Govt Polytechnic Sundernagar.

2. The agency will get their antecedents, character and conduct verified by the

Competent authority as decided by the Principal Govt Polytechnic Sundernagar. The agency will ensure that there is no criminal record or pending case against the person so deployed and should not have any mental personality disorder.

3. The Security Guard so deployed, must possessed Minimum educational qualification of Matric from a recognized Board/University. Physical Standards i.e. height 167 cm chest 80 cm (with expansion of 5 cms).

4. The full particulars of the personnel to be deployed by the agency including their names and address shall be furnished to Principal Govt Polytechnic Sundernagar along with testimonials before they are actually deployed for the job.

5. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Principal Govt Polytechnic Sundernagar at any time without assigning any reason whatsoever.

6. The agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.

7. A senior level representative of the Agency shall visit Govt Polytechnic Sundernagar at least once a week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Principal-cum Govt Polytechnic Sundernagar or officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

8. The Agency shall provide good uniform with name badges to its personnel deployed at Govt Polytechnic Sundernagar site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, communication set, etc. shall be borne/supplied by the Agency at its own cost.

9.. No residential accommodation shall be provided by Principal Govt Polytechnic Sundernagar to the agency or its employees. The security agency has to make its own arrangement for the residential accommodation to the deployed staff. However a changing/duty room shall be provided by the Principal Govt Polytechnic Sundernagar. Smoking & drinking in that room shall be strictly prohibited.

10. They should have courteous & pleasant behavior and will not use abusive language. Their behavior towards staff should be polite. They will not enter into unnecessary quarrel and arguments.

11. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Principal Govt Polytechnic Sundernagar or its authorized representative. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Principal Govt Polytechnic Sundernagar.

12. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at Govt Polytechnic Sundernagar or for any accident caused to them and the Govt Polytechnic Sundernagar shall not be liable to bear any expense in this regard. The

Agency shall make payment of wages to workers engaged by it through RTGS or any other online mode by the stipulated date irrespective of any delay in settlement of its bill by the Principal Govt Polytechnic Sundernagar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/ amendments/modifications:-

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund Act, 1952
- (c) The Factory Act, 1948
- (d) The Contract Labour (Regulation) Act, 1970
- (e) The Payment of Bonus Act, 1965
- (f) The Payment of Gratuity Act, 1972
- (g) The Employees State Insurance Act, 1948
- (h) The Employment of Children Act, 1938
- (i) The Motor Vehicle Act, 1988
- (j) Minimum Wages Act, 1948

13. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

14. As and when Principal Govt Polytechnic Sundernagar requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Principal Govt Polytechnic Sundernagar. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in unwarranted activities, the Principal Govt Polytechnic Sundernagar shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

15. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to Principal Govt Polytechnic Sundernagar an attested photocopy of the attendance record and enclose the same with the monthly bill.

16. The Principal Govt Polytechnic Sundernagar shall pay the agreed amount on production of monthly bill accompanied with a detail of payment released to deployed personnel by the contractor in previous month. No other charges of any kind shall be payable. TDS, if applicable, shall however be deducted.

17. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.

18. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify Govt Polytechnic Sundernagar against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Govt Polytechnic Sundernagar premises/facility.

19. The decision of Principal Govt Polytechnic Sundernagar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

20. In case of holiday on the date of opening of the tenders, the tenders shall be opened on the next working day.

21. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited.

**22. The workers whose services are provided by the service provider, shall at all times and for all purposes be the employees of the contractor and on no account personnel so appointed and recruited by the contractor will have any claim for appointment, continuity, regularization etc. against this Institute.**

**(Signature of Bidder with Seal)**

## **SCHEDULE-A**

### **Responsibilities of Security Guard.**

1. To act as Sentry, a guide, a scout, a watchdog for the area of his responsibilities.
2. To guard all entry and exit points to control movement of visitors and to screen unauthorized visitors and guide them properly.
3. To ensure closing of all the departments windows lock and doors after working hours.
4. To ensure judicious use of electricity and water by switching off the taps and other switches whenever not required.
5. To report to the concerned authority/Supervisor in case of any incidents/theft, pilferage or fire occurrence immediately.
6. He will remain smartly dressed and well maintained during his duty hours.
7. After marking his roll call he shall take over the charges of the property of his respective area and shall immediately report the same to his Supervisor.
8. The Security Guard on duty shall not leave his allotted area unattended in any case without prior permission of the authorities.
9. He will beat his area after regular interval.
10. Any other responsibilities which may be assigned to him by the the Principal Govt Polytechnic Sundernagar time to time.

### **Check list**

#### **DOCUMENTS TO BE ATTACHED WITH THE TENDER i.e. TECHNICAL BID (MANDATORY)**

1. Attested copy of registration as private security agency as per condition of Eligibility criteria.
2. Attested copy of registration Certificate under Labour Act.
3. Attested copy of Certificate of ESI Registration.
4. Attested copy of Service Tax Registration.
5. Attested copy of Registration with Income Tax Department.
6. Attested copy of License, issued by Regional Labour Commissioner.
7. Attested copy of Registration as proprietary firm, Partnership firm, Limited Company, Corporate body.
8. Attested copy of financial turnover of the last 3 years, duly attested by CA.
9. Attested copy of Income Tax Returns for the last three years.
10. Attested copy of Service Tax paid for the last three years.
11. An undertaking on organization letter head to the effect that agency shall deploy security personnel duly trained from approved training centre. The complete detail viz. address and license Number etc. of such training centre must be mentioned.
12. An undertaking on organization letter head to the effect that there is no case pending with the police or any investigating agency against the Proprietor/ Firm/ Partner or the Company (Agency) and the firm has not been Black Listed by the Government or Non-Government organization.
13. Performance and Experience certificate(s) from employer to whom the services have been provided as per **Annexure-B**.
14. Earnest Money in the shape of FDR of Rs. 25,000/-.
15. Tender document Fee of Rs. 1000/- if document is downloaded from website.
16. Tender document with stamp and signature of bidder on each page.

## **Annexure-B**

**(ON ORGANIZATIONAL LETTER HEAD)**

### **EXPERIENCE AND SATISFACTORY PERFORMANCE CERTIFICATE**

It is certified that M/s \_\_\_\_\_ has provided \_\_\_\_\_ Number of security Guards in this organization w.e.f \_\_\_\_\_ to \_\_\_\_\_. It is, further, certified that the security services of M/s \_\_\_\_\_ during the above period has been found (Satisfactory/unsatisfactory).

**Place:**

**Date:**

**Signature with name and Seal**

## Proforma of Performance Bank Guarantee

In consideration of the Principal Govt Polytechnic Sundernagar (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between Principal Govt Polytechnic Sundernagar ..... (hereinafter called "the said contractor(s) for the work of Contract- Security Services (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement. Hence, We..... (indicate the name of the Bank and hereinafter referred to as the "Bank") hereby undertake as follows:

1. We ..... (indicate the name of the Bank) do hereby undertake to pay amounts due and payable under this Guarantee without any demur, merely on a demand from the Principal Govt Polytechnic Sundernagar stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees.....).

2. We, the said Bank, further undertake to pay to the Principal Govt Polytechnic Sundernagar any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

3. We... ..... (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Principal Govt Polytechnic Sundernagar under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Principal Govt Polytechnic Sundernagar on behalf of the Govt Polytechnic Sundernagar is personally satisfied and certifies that the terms & conditions of the said contract have been complied with and accordingly discharges this guarantee. We..... further agree that the Principal Govt Polytechnic Sundernagar shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Principal Govt Polytechnic Sundernagar against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Principal Govt Polytechnic Sundernagar or any indulgence by the to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

5. We... ..... (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Principal Govt Polytechnic Sundernagar in writing.

**Dated the ..... day of ..... for .....**

**(Name of Bank with Seal)**



## AGREEMENT FOR SECURITY SERVICES

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, between Principal Govt Polytechnic Sundernagar P.O & Tehsil Sundernagar Distt. Mandi H.P. 175018 (hereinafter referred to as FIRST PARTY) AND M/s \_\_\_\_\_ (hereinafter referred to as SECOND PARTY) on the following terms & conditions:

1. THAT the FIRST PARTY is desirous of giving a job contract for providing the Security Service at its campus and whereas the SECOND PARTY has offered to provide the Security Service arrangement on the terms and conditions mentioned in the tender document.

2. THAT SECOND PARTY has represented that he/she/it is a registered entity and capable to discharge all the duties & responsibilities contained in the tender document and agreed to by him/them.

3. THAT the FIRST & SECOND PARTY has agreed to accept the Tender Document **(to be enclosed as Annexure-A)** as a part and parcel of this agreement and to abide by all the terms and conditions contained therein.

4. THAT the SECOND PARTY has undertaken to discharge his all obligations agreed upon and to observe the code with regard to condition of deployment and act & conduct of the security personnel to be engaged by the SECOND PARTY as elaborated in the Tender Document **Annexure-A**.

5. THAT the FIRST PARTY will make/reimburse the payment on the approved rates of Total Wage per person per month (as agreed to by the SECOND PARTY) for the services rendered by the SECOND PARTY. All payments made by the FIRST PARTY shall be subject to production of proof/detail showing the payment made to security staff by the SECOND PARTY during the last month and also after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act,1961. The SECOND PARTY shall alone be responsible and liable to pay wages /salaries to Security Personnel deployed by him/them which, in any case, shall not be less than the wages notified by the HP State Govt. or as revised from time to time. The SECOND PARTY will have to produce the register of wages or muster roll of the preceding month alongwith the current bill for verification by the nominated official of Principal Govt Polytechnic Sundernagar. The SECOND PARTY shall ensure that payment to his employee is made through RTGS or any other mode of online payment and in no case the payment shall be made in cash. The SECOND PARTY shall submit on a monthly basis the bills for services rendered to enable the Principal Govt Polytechnic Sundernagar to verify and process the same.

6. THAT the contractor (SECOND PARTY) shall obtain all registration (s), permission(s) / license(s) etc. which are / may be required under any labour laws or other legislation (s) for providing the services under service agreement. It shall be the Service Provider's responsibility to ensure compliance of all the Central Govt., State Govt. and Principal Govt Polytechnic Sundernagar. Rules and Regulations with regard to the provision of the services under service agreement. The contractor

(SECOND PARTY) shall always keep FIRST PARTY indemnified against all losses, damages, claims.

7. THAT The contractor (SECOND PARTY) shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under service agreement in the manner specified by the FIRST PARTY. The SECOND PARTY shall forthwith upon being required by FIRST PARTY, allow FIRST PARTY or any of its authorized representatives to inspect, audit, to take copies of any records maintained by the contractor (SECOND PARTY).

8. (a). The contractor (SECOND PARTY) shall at its own expenses made good any loss of damage suffered by FIRST PARTY as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time in the premises of Govt Polytechnic Sundernagar or otherwise.

(b). The contractor (SECOND PARTY) shall at all-time indemnify and keep indemnified FIRST PARTY against any claim on account of disability / death of any of its personnel caused while providing the services within / outside the site of other premises of FIRST PARTY which may be made under the Workman's Compensation Act, 1923 or any other acts or any other statutory notifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident of claim for damage or compensation payable in consequences of any accident of injury sustained by the working or the personnel of the SECOND PARTY or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the contractor (SECOND PARTY) or not, who provided or provides the service at the site or any other premises of FIRST PARTY shall be as provided hereinbefore.

(c). The SECOND PARTY shall at all times indemnify and keep indemnified FIRST PARTY against any claim by any third party or for any other claims whatsoever for any acts of commission or omission or of its employees or personnel during the hours of providing the service at premises of FIRST PARTY or before and after that.

(d). That, if at any time, during the operating of services agreement or thereafter FIRST PARTY is made liable in any manner whatsoever by any order, direction or otherwise of any court, authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the SECOND PARTY or to any third party in any event not restricted but including as mentioned in sub clause No.(a), (b)and (c) hereinabove, the SECOND PARTY shall immediately pay to FIRST PARTY all such amounts and costs also and in all such cases / events the decision of FIRST PARTY shall be final and binding upon the Service Provider. FIRST PARTY shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or from any pending bills of the Service Provider.

## **9. LIABILITIES AND REMEDIES**

In the event of failure of the SECOND PARTY to provide the services or part thereof as mentioned for any reasons whatsoever, FIRST PARTY shall be entitled to procure services from other sources and the SECOND PARTY shall be liable to pay forth with to FIRST PARTY and the difference of payments made to such other sources, besides damages at double rate of payment and the security of SECOND PARTY shall remain forfeited.

**10. TERM**

Service agreement shall be effective for a period of one year with effect from \_\_\_\_\_ up to \_\_\_\_\_ and can be extended further for such a period on the basis of performance and on same terms and conditions.

**11. TERMINATION**

(a). Either party can terminate the agreement by giving one month’s written notice to the other without assigning any reason and without payment of any compensation thereof. However, FIRST PARTY shall give only a 24 hours notice of termination of service agreement to the service provider, when there is a major default in compliance of the terms and conditions of service agreement or the SECOND PARTY has failed to comply with its statutory obligations.

(b). If SECOND PARTY commits breach of any covenant or any clause of service agreements, FIRST PARTY may send a written notice to SECOND PARTY to rectify such breach within the time limit specified in such notice. In the event SECOND PARTY fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and SECOND PARTY shall be liable to FIRST PARTY for loses or damages on account of such breach.

(c). FIRST PARTY shall have the right to terminate service agreement immediately if the SECOND PARTY becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

**12. COMPOSITIONS AND ADDRESS OF SECOND PARTY**

(a). The SECOND PARTY shall furnish to FIRST PARTY all the relevant papers regarding its constitution, names and address of the management and other key personal of the SECOND PARTY and proof of its registration with the concerned Govt. authorities required for running such a business of SECOND PARTY prior to entering into service agreement.

(b). The SECOND PARTY shall always inform FIRST PARTY in writing about any change in its address or the names and address of its key personnel. Further, the SECOND PARTY shall not change its ownership without prior approval of FIRST PARTY.

**13. SERVICE OF NOTICES**

Any notice or the any communication required or permitted to be given between the parties under service agreement shall be given in writing at the following address or such other address as may be intimated from time to time in writing.

FIRST PARTY

**Principal  
Government Polytechnic Sundernagar  
P.O & Tehsil Sundernagar  
Distt. Mandi HP 175018**

SECOND PARTY

.....  
.....  
.....

**14. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the SECOND PARTY may have access to confidential information of FIRST PARTY and it undertakes that it shall not, without prior written consent of FIRST PARTY, disclose, provide or make available any confidential information in any form to any person or entity to make use of such information. This clause shall survive for a period of 05 years from the date of expiry of service agreement or earlier termination thereof.

**15. AMENDMENT / MODIFICAITON**

The parties can amend service agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

**16. FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond the party’s reasonable control, including acts of God, Civil commotion & strikes and acts of terrorism.

**17. DISPUTE RESOLUTION**

Service agreement shall be deemed to have been made / executed in Sundernagar for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of service agreements, the same shall, at first instance, be amicably settled between the parties. If any dispute is, not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Principal Secretary (Technical Education) to the Govt. of HP. The award given by the arbitrator shall be final and binding on the parties.

**18. GOVERNING LAW / JURISDICTION**

The applicable law governing service agreement shall be the laws of India and only the courts of Sundernagar shall have the exclusive jurisdiction to try any dispute with respect to service agreement.

**19. TWO COUNTERPARTS**

The service agreement will be made in duplicate. The SECOND PARTY shall return a copy of service agreement duly signed and stamped as a token of all terms & conditions mentioned above. In the event of commencement of order, it will be taken that all terms are acceptable.

20. FIRST PARTY reserves the right to accept or reject the tenders in part or full without assigning any reason thereof. IN WITNESS WHERE OF the parties hereto have signed these presents on ----- Day of-----,2017.

For and on behalf

For and on behalf

Principal  
Govt Polytechnic Sundernagar  
Sundernagar Distt. Mandi H.P.  
(FIRST PARTY )

(SECOND PARTY)

Witness

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_