

**TENDER FOR SUPPLY & DEPLOYMENT OF
UNARMED & ARMED SECURITY GUARDS FOR
WATCH KEEPING OF IWAI PROPERTIES /
VESSELS / TERMINALS**



**भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA**

(पोत परिवहन, सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
(MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS, Govt. OF INDIA)
पी-78, गार्डरीच रोड कोलकाता-700043

P-78, GARDEN REACH ROAD, KOLKATA -700 043, W.B.

फोन नं० - 033 - 2439 1710/6055/5577/0393, टेलफैक्स नं० - 033 - 2439 5570

Phone No. - 033- 2439 1710/6055/5577/0393, TeleFax No. - 033-2439 5570

ई० मेल -आई डब्ल्यू ए आई कैल@डब्ल्यू बी. एनआईसी .आईएन,आई डब्ल्यू ए आई कैल@याहू.
काम

E mail:- iwaical@yahoo.com, iwaical@wb.nic.in Web Site:- www.iwai.nic.in

**INLAND WATERWAYS AUTHORITY OF INDIA
P-78, GARDEN REACH ROAD,
KOLKATA - 700 043.**

TENDER NO. : IWAI/KOL/SUR(26B)/2011-12

NAME OF WORK : SUPPLY & DEPLOYMENT OF
UNARMED & ARMED SECURITY
GUARDS FOR WATCH KEEPING OF
IWAI PROPERTIES / VESSELS
/ TERMINALS.

EARNEST MONEY DEPOSIT : Rs. 21,680.00

VALIDITY OF TENDER : 90 days from the date of opening of tender.

ELIGIBILITY : Reputed agencies having valid license,
experience Certificate, latest income tax
clearance certificate etc. as indicated in NIT.

The tender for the above work will be received in two sealed envelopes as explained in tender submission procedure of tender herein containing all tender documents and rate duly filled in the schedule of quantities. Schedule IV "A" including E.M.D. as above.

The sealed cover should be duly superscribed as " Supply & Deployment of unarmed & armed security guards for watch keeping of IWAI properties / vessels / terminals in National Waterway No:-1" to be sent to the Director, IWAI, P-78 Garden Reach Road, Kolkata - 700 043 so as to reach upto 27.05.2011 at 1700 hrs. in the manner prescribed in the "Tender Submission Procedure."

The tender received without EMD will be summarily rejected.

Issued to :-

Director



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

P-78, Garden Reach Road, Kolkata - 700 043.

Phone:- 033-24390393/1710/6055/5577, Fax:- 033-24395570/1710,

Email:- iwaical@yahoo.com

TENDER NO. IWAI/KOL/SUR (26B)/2011-12

May 12, 2011

NOTICE INVITING TENDER FOR DEPLOYMENT OF UNARMED & ARMED
SECURITY GUARDS FOR WATCH-KEEPING OF IWAI TERMINALS / PROPERTIES /
VESSELS IN NATIONAL WATERWAY NO: - 1

Separate Sealed Tenders are invited in two covers (Part - I Technical Bid & Part - II Price Bid) from reputed and registered agencies for supply & deployment of unarmed & armed security guards for watch keeping of IWAI properties / vessels / terminals during the period June'2011 to March'2012.

Sl.No.	Description of Work	Estimated Cost (Rs.)	Earnest Money deposit (Rs.)
1	Deployment of unarmed & armed security guards for watch keeping of IWAI terminals/properties/vessels in National Waterway No.1	11,57,600.00	25,450.00

1. The tenderer has to supply security personnel for all/any terminal as decided by IWAI.
2. The terminals of IWAI are located at **Phansitala Ghat (Tribeni), Swaroopganj (Nadia) & Haldia Terminal (Haldia)**.
3. The appropriate number of armed security guards & unarmed security guards required per month shall be approximately 02 nos. & 13 nos approximately.
4. Interested bidders may obtain non-transferable tender document by submitting non-returnable demand draft/cash of Rs. 1000/- each in favour of "IWAI FUND" payable at Kolkata. Tender Documents will be available for sale from **16.05.2011 to 27.05.2011** between 1000 hours to 1700 hours (IST) on any working day from the office of Director, IWAI, P-78, Garden Reach Road, Kolkata - 700 043(WB).
5. The tender document can also be downloaded from the IWAI website "www.iwai.nic.in" Bidders submitting the downloaded version of tender document are required to submit Rs. 1000/- (Rupees one thousand only) i.e. an amount equal to the cost of tender document along with tender in the form of non refundable demand draft made in favour of "IWAI fund" payable at Kolkata at any nationalized/ schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

6. Request for purchase of tender must be accompanied with documentary evidence of credentials including attested work done certificate, attested photocopies of work, Sales tax Registration certificate, valid trade license, valid labour license and valid license issued by the State Govt. for trade, similar work done, performance certificate etc. The tender shall meet the following pre-qualification criteria for considering his candidature for the work.
- a. The tenderer should have a valid PAN no. in the name of agency shall submit copies of valid income-tax clearance certificates along with request for tender document. He should also attach copies of all certified copy of license in the particular field. He should also submit documentary evidence of GPF code number, EPF code Number, ESI code Number and service tax registration number. He should also submit at least three attested work done certificates of Govt. / PSU organizations executed during last 5 (five) years.
 - b. Documentary evidence on adequate financial resources.
 - c. Average annual turnover during last three years ending 31st March of the previous financial year, should be at least 30% of the cost. Experience of having successfully completed similar works of providing security services for last 7 years or having either of the following :
 - (a) Three similar works costing not less than 40% of the estimated cost **or**
 - (b) Two similar works costing not less than 50% of the estimated cost **or**
 - (c) One similar work completed not less than 80% of the estimated cost.
 - d. Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated below:

Sl.No	Name of work	Bank solvency required
1	Supply & deployment of unarmed & armed security guards for watch keeping of IWAI properties / vessels / office / terminals	3.47 lakhs

- e. Audited balance sheet for last 3 years with profit and loss account duly certified by Chartered Accountant (desirable).

The complete bid as per the tender documents should reach office of Director, Kolkata by 1500 hours on 28.05.2011 and will be opened on same day at 1530 hours.

IWAI reserves the right to accept or reject any or all applications without assigning any reasons and no correspondence will be entertained in this regard.

DIRECTOR



INLAND WATERWAYS AUTHORITY
OF INDIA
P-78, Garden Reach Road
Kolkata 700043

Sealed tenders are invited from the Reputed & Registered licensed security agencies for supply & deployment of armed / unarmed security guards for watch keeping of IWAI properties / vessels / terminals. The detail of NIT is as under: Last date of sale of tender: 27.05.2011 upto 1700 hrs. Date of Opening: 28.05.2011 at 1530 hrs. For other terms & conditions please refer to IWAI website www.iwai.nic.in

DIRECTOR

TENDER FORMS AND SCHEDULES

TENDER FORM

To

I/We have read and examined the following tender documents relating to the _____

Notice Inviting Tender 2 pages.

Information and instruction for tenders 4 pages.

Tender Submission Procedure - 1 Page

Warranty 2 pages.

Schedule A (Bill of Quantity), B and C.

Terms & conditions of contract 10 pages.

Contract agreement form 2 pages.

I/We hereby tender for execution of the deployment of armed and unarmed security guards referred to in the documents mentioned in paragraph 1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects such geographical locations, terrain, area and other details given therein and at the rates contained in Schedule 'A' and subject to such terms and conditions as the tender.

1. I/We agree to keep this tender open for acceptance for 90 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions on our own accord.

2. A sum of Rs. _____ (Rupees _____) is hereby forwarded in form of Demand Draft of a Nationalised / Schedule Bank as Earnest Money. I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or I/We make any modifications in the terms and conditions of my/our. Tender on our own accord and /or after the acceptance of our tender if I/We fail to commence the execution of the works as provided in the document referred to an paragraph 1 above. I/We shall become liable for forfeiture of my/or Earnest Money, and aforesaid, and the Authority shall without prejudice to any other right or remedy, be at liberty to forfeit said earnest money absolutely.
3. Should this tender be accepted, I/We agree to abide by and fulfill all the terms & conditions and provisions of the above mentioned tender documents.
4. I/We certify that the tender submitted by me/us is strictly in accordance with terms & conditions, specifications etc. as contained in your tender documents referred to in paragraph 1 above and it is further certified that it does not contain any deviation to the aforesaid documents.

Signature along with Seal of Company.

(Duly authorised to sign the tender
on behalf of the Contractor)

Name _____

Witness _____ Designation _____

Signature _____ Name of the Company _____

(IN BLOCK LETTERS)

Date _____

Name & Address _____

_____ Postal Address _____

_____ Telegraphic Address _____

Telephone No. _____ Fax No. _____

INFORMATION AND INSTRUCTIONS FOR TENDERERS.

1. The details of work to be carried out and its scope are given in the "Technical Specifications" of these documents which also indicate a brief description of the work to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 2.1 The tenderers, in their own interest, are also advised to inspect and examine the site and its surrounding and satisfy them, before submitting their tenders, in respect to the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.
 - a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
 - b) Requirement and availability of land and other facilities for his enabling works, colonies, stores and workshops etc.
 - c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
 - d) Source of extent of availability of suitable materials including water etc. and labour (skilled and unskilled, required for work and Laws and Regulations governing their use and employment);
 - e) Geological, meteorological, topographical, hydrological, morphological and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work;
 - f) The type of equipment and facilities needed, preliminary to, for and in the performance of the work and;
 - g) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
- 2.2 The tenderers should note that information, if any, in regard to the site and local conditions as contained in these tender documents except for the material agreed to be supplied by the Authority, has been given merely to assist the tenderers and is not warranted to be complete.
- 2.3 The tenderers should note and bear in mind that the Authority shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequence of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.
3. *Immediately upon receipt of the Tender Documents from the Authority all the tenderers are urged to submit a written request at least two days prior to the date

fixed for pretender conference to the Engineer-in-charge issuing the tender enquiry, on matters where clarifications or additional information is desired.

4. The tender should be submitted in the prescribed form and the same should be signed in all pages and in all copies properly as laid down hereunder.
 - a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - b) If the tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - c) If the tender is submitted by the partnership, it shall be signed by all the partners of the firm above their full names and current business addresses, or by the partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall accompany the tenders.
 - d) If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorised person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
 - e) If the tender is submitted by the group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the Authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation for each member of the group of firm in the tender shall be furnished along with the tender.
 - f) All witness and sureties shall be persons of status and their full names, occupations and address shall be stated below their signature. All signature affixed on each page in the tender will be dated.
 - g) A tenderer or tenderers who himself / themselves has /have tendered or who may and has / have tendered for the same works shall not be a witness. Failure to observe this condition shall render the tender of the tenderer tendering as well as of those witnessing the tender liable to rejection.

* Applicable only in those cases where pre-tender conference is stipulated in the Notice Inviting Tender.

5. The tenderer shall furnish with his tender :
 - a) The details of planning schedule in the form of Bar chart as required and available vide schedule 'C' of the tender document.

- b) Detail of security guards and supervisory personnel already employed by tenderer which he proposes to utilise for this work and such other personnel which he proposes to employ further for this work.
 - c) Relevant information on the capacity; financial resources and experience about himself.
6. (a) Earnest money Deposited as specified must accompany each tender. This deposit shall be in favour of Inland Waterways Authority of India, Fund in the shape of:-
- i) A demand draft on any Nationalised Bank or scheduled bank of India, Payable at KOLKATA.
 - (b) Tenders not accompanied by Earnest Money deposit shall be rejected. If during the tender validity period, the tenderer withdraws his tender the earnest money deposit shall be forfeited.
 - (c) The Earnest Money Deposit will be refund to the unsuccessful tenderers.
 - (d) Interest will not be paid on Earnest Money Deposit.
 - (e) In the case of a successful tenderer, the E.M.D. will be forfeited
- (1) if the tenderer fails to sign the contract in accordance with Clause 3.1 of general conditions of contract on receipt of award of work
- or
- (2) if the tenderer fails to furnish the performance security in accordance with Clause 3 of general conditions of contract.
7. The rates shall be written both in words and in figures. Tenderer shall also show the total of each item, the total of each schedule and the Grand Total of the whole contract. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the latter shall prevail.
8. The Authority shall have the right of rejecting all on any of the tenders and will not be bound to accept the lowest or any tender or to give any reasons for their decision.
9. The Engineer-in-charge or his duly authorised representative will open the tenders in the presence of tenderers who may be present at the time. If the any of the tenderer or his agent is not present at the time of opening of tender, the Engineer-in-charge or his duly authorized representative with on opening of the tenders of the absentee tenderer, prepare a statement of the attested and attested corrections in the tender over his signatures. Such a list shall then be binding on the absentee tenderer.
10. The tenderers shall not be entitled during the period of validity of their offers, without the written consent of the Authority, to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof. In case of a tenderer

- revoking or with-drawing, his tender or varying and terms in regard thereof without the consent of the Authority in writing, the tenderer shall forfeit his earnest money paid along with the tender.
11. Central Government public undertakings will however, be allowed suitable price preference in keeping with the policy of the Government of India. Such price preference will be considered taking up to account various factors but not limited to factors like technical suitability, requirement of completion period, schedule of works and other terms & conditions of tender.
 12. The "Notice Inviting Tender" and this % "Information and Instruction for Tenderers" shall form part of the Tender Documents.

TENDER SUBMISSION PROCEDURE

1. The tender shall be submitted on two cover system viz. Technical bid and price bid.
2. The technical bid should duly super scribed as Technical Bid for Deployment of armed & unarmed Security Guards for watch keeping of IWAI terminal & premises during 2011-2012 working season and should include the following :-
 - a. The entire tender duly signed except "Schedule IV - A, (Financial aspects).
 - b. EMD as prescribed.
 - c. Registration certificate if any with National Small Scale Industries or other Govt. agencies.
 - d. Recent Income Tax clearance certificate.
 - e. Details of work experience in similar jobs with proof.
 - f. Bio-data of the key personnel and infrastructure, financial condition etc. as in schedule IV C.
 - g. Any other deviation on conditions the contractor may want, which in his opinion will be more effective and conducive to smoother completion.
3. The second cover should contain the financial (price) bid of the tender duly placing the quotation in the prescribed form i.e. Schedule IV A, duly super scribing Financial bid for Deployment of armed and unarmed Security Guards for watch keeping of IWAI terminal & premises during 2011-2012. No extra condition or any other statement other than price bid shall enclose in price bid.
4. The address of tendering firm, name of tenderers and address should be written / typed clearly on each envelope.
5. Both the envelopes should be placed in a single seated envelope super scribed with "The tender for the Deployment of armed and unarmed Security Guards for watch keeping of IWAI terminal & premises during 2011-2012".

6. The tender may be sent by registered post or hand delivered or by courier to reach Director, IWAI, Kolkata before the specified closing time to receive tenders.
7. The second cover i.e. price bid will be summarily rejected if the requisite details are not submitted in the "Technical Bid" 1st. cover and the firm not found suitable/capable/for conducting the work. The Authority also reserves the right not to open the price bids of any one or all the tenders without assigning any reason whatsoever.

WARRANTY FORM

M/s. _____
_____ having its registered office at _____
(hereinafter referred to as the contractor) having carefully studied all the documents,
specifications, terms & conditions pertaining to the contract for works required for the
work _____ of

_____ and the local and site conditions and having under taken
to deployment of said armed & unarmed security guards.

DO HEREBY WARRANT THAT :

1. The contractor is familiar with all the requirements of the contract.
2. The contractor has investigated the site etc. and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly, connected with the performance of the contract.
5. The contractor has had no collusion with other contractors, with any of the man of the engineer-in-charge or with any other person in Authority to execute the said works according to the terms & conditions of the said contract.
6. The contractor has not been influenced by any statement of promise of the Authority of Engineer-in-Charge but only by the contract documents.
7. The contractor is financially solvent.
8. The contractor is experienced and competent to perform the contract to satisfaction of the Engineer-in-charge.
9. The statement submitted by the contractor is true.
10. The contractor is familiar with all general and special laws Acts ordinance, Rules & Regulations of the Municipalities, District, State and Central Government that may effect the personnel employed therein.

Date

For and on behalf of the Contractor

SCHEDULE – A

BILL OF QUANTITY

Supply & Deployment of armed / unarmed security guards for watch keeping of IWAI properties / vessels / terminals in National Waterway No: -1.

Sl.No.	Description	Unit	Qty	Rate(Rs)	Amount(Rs)
<u>1. 01 NO. UNARMED SECURITY GUARDS</u>					
Wages & V.D.A (minimum wage as per the Notification of Labour Deptt., Govt. of West Bengal) including other statutory dues such as EPF,ESI Service tax					
a)	Haldia	man month	01		
b)	Phansitala Ghat, Tribeni	man month	01		
c)	Swaroopgunj, Nadia	man month	01		

2. 01 NO. ARMED SECURITY GUARDS

Wages & V.D.A (minimum wage as per the notification of Labour Deptt., Govt. of West Bengal) including other statutory dues such as EPF,ESI Service tax

a)	Haldia	man month	01		
b)	Phansitala Ghat, Tribeni	man month	01		
c)	Swaroopgunj, Nadia	man month	01		

T O T A L

This is the amount to be paid to the security personnel.

3. Service Charges of the contractor

GRAND TOTAL

Note :- The contractor will pay the monthly wages and allowances to each security personnel mentioned in clause no.4 except the service charge. Hence, the contractor has to quote the rate for his service charge only either on percentage or fixed amount basis for the total wages & allowances for 1 no. armed & 1 no. unarmed security guards.

Signature of Contractor

SCHEDULE - B

DETAIL WORK PROGRAMMS ON _____
(In the form of Bar Chart)

Sl. No.	Details of Work	Time period in week/								Remarks
		1	2	3	4	5	6	7	8	

SCHEDULE - C

**LIST OF SECURITY GUARDS AVAILABLE WITH THE CONTRACTOR
FOR DEPLOYMENT ON THE SITES, PAST EXPERIENCE
AND FINANCIAL POSITION ETC.**

INFORMATION OF PAST EXPERIENCE :

Nature of Work	Name of Client	Contract Value	Period of completion
----------------	----------------	----------------	----------------------

Security Guards, Ex-Servicemen and Civilian

FINANCIAL DATA :

Summary of assets and liabilities on basis of audited financial statement of last three years may be submitted. If available, copies of audited financial statements may be submitted.

	Year	Year	Year
Total Assets			
Current Assets			
Total Liabilities			
Current Liabilities			
Net Worth (1-3)			
Working Capital (2-4)			

Name and address of the commercial bank for providing financial assistance and detail of financial assistance/amount of credits etc.

Any other conformation of available to _____ financial readability may also be submitted.

**TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING
SECURITY GUARDS AT IWAI TERMINALS & PREMISES**

CLAUSE - 1 : SCOPE OF THE JOB

The Security Agency shall provide Security Services at IWAI Terminal & Premises and ensure continuous uninterrupted security coverage. The area of operation may change as per requirement. But these change if required, shall be made with mutual consent. The Security Agency should be able to provide security services to additional areas, if required. However, if additional manpower is required it may be on additional payment.

These security personnel employed by you have to fulfill the following responsibility:--

- a) Protecting the property, men and material of the company at large and assets of the company.
- b) Safe guarding the property, assets product and other raw materials belonging to the company.
- c) Preventing company's properties from the loss, destruction, damage, theft, pilferage, misappropriation and misused.
- d) Exercising strict vigilance, checking incoming & outgoing vehicles, verifying gate passes, challans etc., and ensuring that no activities detrimental to the company's interest and properties, by way of stealing, misappropriation or any other fraudulent act is committed by any one, including the personnel of the company and that of the Security Agency
- e) Take preventive steps and anti crime measures to avoid theft, pilferage and sabotage.
- f) To maintain good liaison with the local police and other Govt. authorities in performance of your duties mentioned above.
- g) Round the clock patrolling of the Terminal & premises.
- h) Preventing un-authorized entries in the terminal & premises.

CLAUSE - 2 : OBLIGATION OF THE SECURITY AGENCY

- i) The Security Agency will supply uniformed and trained personnel and will upto the best endeavors to operate the services.
- ii) The Security personnel supplied will be employee of Security Agency and statutory liabilities will be paid for by Security Agency as EST, PF etc.
- iii) Security Agency will cover its Security personnel for personal accident while operating the Security Service.

- iv) Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instruction agreed upon between the two parties.
- v) All necessary reports and other information's will be supplied on a mutually agreed basis and regular meeting will be held with IWAI.
- vi) The Security Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction waste or misuse the area of responsibility entrusted to it by IWAI and shall be entitled to any person or company any of the effects or assets of the IWAI under its control.
- vii) The security staff shall not accept or give any gratution payments, gifts or reward in any or whatsoever.
- viii) Under the terms of their employment with the Security Agency the Security staff shall not undertake any other professional or such work for reward or otherwise either directly or indirectly except for and on behalf of the Security Agency .
- ix) The Security Agency shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct of the Security arrangements, as per the direction enumerated herein and in accordance with such direction which IWAI may from time to time issue and which have been mutually agreed upon between the two parties.
- x) If and when IWAI feels that for effective achievements of the covered objects of the contract, it is desirable that any guard or guards of the Security Agency has to be removed and/or changed, the IWAI had the right to issue instruction to the effect to the Security Agency who shall abide by the same.
- xi) The Security Agency shall be responsible to maintain all property and equipment of IWAI entrusted to it for its own use and under its control (reasonable wear & tear excepted) and for safe return of those item which are specifically stipulated to be returned to IWAI.
- xii) The Security services stipulated in the contract are for the exclusive use of IWAI and they cannot be sub-contracted or used by either party to this contract, without the prior written consent of the other.
- xiii) The Security Agency personnel shall neither avail or request for any of the facilities provided to IWAI employees.
- xiv) The Security Agency shall provide leaves to the security personnel deployed at sites as per notification of Labour Department, Govt. of West Bengal.

Clause 3: IWAI'S OBLIGATIONS

- i) To pay the security services stipulated in the contract at the agreed price and time.
- ii) To pay separately for any additional services required by IWAI that are over and above those contained in this contract.
- iii) No employees of Security Agency will be contracted or employed by IWAI within a period of 6 months of having left services of Security Agency or within 6 months of this contract for security services.
- iv) The security services stipulated in the contract are of the exclusive use of IWAI and cannot be subcontracted or used by a third party without prior written consent of Security Agency.
- v) The security personnel employed on this contract will only carry out functions stipulated in this contract. Any change or alternation must have prior written consent of Security Agency.
- vi) To immediately inform Security Agency of any changes that could effect the security of the premises being guarded or that necessitate a change in the assignment instructions.
- vii) IWAI will take all precautionary measures as laid down in the Factories Act 1948 to avoid any damage, loss or injury.

Clause 4 : SCHEDULE OF MONTHLY WAGES & ALLOWANCES

- i) The total monthly wages & allowances payable to unarmed & armed Security Guards shall be Rs. _____/- (Rupees _____) only as per the detail given below

SECURITY GUARDS

UNARMED ARMED

- a) Wages & V.D.A (minimum wage as per the notification of Labour Deptt., Govt. of West Bengal) including other statutory dues and details of GPF code / EPF code ESI code number and service tax registration Number. man month 01

Total

- ii) The rate as settled, agreed and mentioned in the contract will remain unchanged throughout the period of contract.

- iii) pro-rata deduction will be made on non-availability of personnel as per the certifications of our authorised representative.

Clause 5 : SECURITY DEPOSIT

The Security Agency shall deposit an amount equivalent to 10% of the total annual contractual value towards security for the due performance or the obligations of the contractor under this agreement. In case of any breach of any of the conditions, the said security deposit would be forfeited. The security amount may be deposited either in cash or in the form of Bank Draft payable in favour of “**INLAND WATERWAYS AUTHORITY OF INDIA, FUND-KOLKATA**” on any nationalized bank.

Clause 6 : PAYMENT.

The Security Agency will submit monthly bills of remuneration in triplicate to Director, IWAI, P-78, Garden Reach Road, Kolkata – 700 043 of 5th. of every month for payment.

- a) The payment will be effected through cheque within 15 days of submission of bills to our representative.
- b) For any delayed payment, no interest will be paid.
- c) Pro-rata deduction will be made on the non-availability.
- d) No transfer charges will be paid in case any of Security Agency personnel is transferred out or transferred into for whatever reason.

CLAUSE 7 : CONFIDENTIALITY

The Security Agency will ensure that its staff not at any time, without the consent of IWAI in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by IWAI and shall not disclose to any person information relating to the affairs of IWAI. The clause does not apply to information which is or become public knowledge.

CLAUSE 8 : CONTRACT LABOUR LICENSE & PAN OF INCOME TAX

The Security Agency coming under preview of the Contract Labour (R & A) Act, 1970 and the rules framed thereunder, will be required to submit to the company the necessary license as per the provisions of the said Act & Rules, failing which the Security Agency will not be allowed to start the job and the contract awarded shall be treated as cancelled and there will be no liability on IWAI for any damages whatsoever arising out of such cancellation under any circumstances. The Security Agency shall meet all statutory requirements in force from time to time during the period of contract.

The Security Agency Income Tax permanent A/c. No. and Code No. are to be indicated in the space provided hereunder.

CLAUSE 9 : STATUTORY

1. The Security Agency shall at its own comply with the provision of all laws, rules, orders and regulations and notifications whether Central or State or Local applicable to him or to this contract from time to time. The acts/rule include without limitation the following :--
 - i) Minimum wages Act 1968 with Rules and Orders and notifications issued there under from time to time.
 - ii) Contract labour (Regulation & Abolition) Act 1970 with rules, orders and notification made there under from time to time.
 - iii) Industrial Dispute Act 1947 with Rules, Orders & Notifications issued there under from time to time.
 - iv) The Workmen Compensation Act 1923 with Rules, Orders & Notification issued there under from time to time.
 - v) The scope & Establishment Act if applicable with Rules, Orders & Notifications issued there under from time to time.
 - vi) Payment of Gratuity Act, 1972 with Rules, Orders & Notifications issued there under from time to time.
 - vii) Payment of Wages Act with Rules, Orders & Notifications issued there under from time to time.
 - viii) Provident Fund Act with Rules, Orders & Notifications issued there under from time to time.
 - ix) All other Acts/Rules/Regulations by laws, order, notifications etc. present or future applicable to the first party from time to time for performing the aforesaid jobs.
2. The Security Agency shall also be responsible for employing with all provisions of the Arms Act and other Acts, Rules framed there under for their possession, carrying, displaying, upkeep and use of fire arms in the course of its engagement.
3. IWAI shall not in any way under any circumstances be responsible or liable for statutory liabilities for possession, carriage, display or use of any fire arms or ammunition by the Security Agency's security personnel at any point of time by virtue of this agreement / contract.
4. The Security Agency shall have to abide by the provisions or all applicable status including labour, taxation and other laws applicable to its establishment during the period of engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulations,

Notifications, Circulars issued from time to time by Govt. of India of the State Govt. etc. as the case may be.

5. The Security Agency shall submit necessary required statement, returned, reports etc. under any of the provisions of various laws / rules etc. to the concerned Govt. Authorities and to IWAI wherever necessary or required.
6. In case of disablement of death while on duty occurring to the Security Agency's security personnel by virtue of this agreement/contract, the required compensation payable under the ESI schemes, Group Insurance or Workmen Compensation Act, 1923 and the rules framed there under or under any of existing provisions of laws as applicable to such category of personnel whichever is highest shall be paid by Security Agency in accordance with the provisions of respective law, failing which the required compensation of whatsoever its nature along with the damages etc. under any of the applicable provisions of law to the person concerned or nominee etc. as the case may be, the company will pay the same or lay discharge its obligations and shall be entitled to recover the said compensation or damages whatsoever be paid or fulfilled from the pending bill of the Security Agency or any due amount from the said organization i.e. Security Agency with or without consent of Security Agency. IWAI shall also be liberty and entitled to claim damages from Security Agency if at all necessity arises because of the said payment compensation etc.
7. The Security Agency shall do and perform all such security services, acts, matters and things connected with superintendence and conduct or the security services in accordance with the agreed instructions and such directions which the company may from time to time issue.
8. The deployment of security personnel generally will be in the areas mentioned in the annexure. But change or alteration in the deployment, as per directive of the company's authorized representative will be made as per the requirements.
9. The deployment or security personnel category wise shall be as mentioned in the price schedule. This had been arrived at keeping in mind preliminary survey of the terrain, area to be guarded and discussion with us.
10. Security Agency shall keep provision for adequate no. of substitute personnel so that the work is carried out smoothly & uninterrupted.
11. The rate of the personnel is inclusive of agency's contribution to PF, ESI/Group Insurance, wages for weekly days of rest, Holidays, Leave Wages etc.
- 12.(a) The personnel deployed shall be adequately trained. This will be assessed by our representative and in case the personnel are not found fully trained, Security Agency will be asked to replace the personnel. Such replacement will normally be allowed only once during the contract.
- 12.(b) The personnel deployed shall have sufficient knowledge of English to carry out their respective jobs. They should be physically fit and mentally alert. The physical standard of the personnel employed shall not be lower than the min. physical standard prescribed by the Security Agency.

- 12.(c) Agency will provide security services with properly trained security personnel. Documentary evidence regarding their training will have to be submitted to our representative.
13. The personnel shall have clean records without blemish and without being charge sheeted/ convicted by police/ any court of law.
14. The personnel shall have smartly turned out at all times and could be disciplined, obedient, responsible & honest.
15. All unarmed security guards shall carry a lathi while on duty.
16. For all types of leave granted to the Security Guards, Security Agency will be required to give replacement in the same rank.
17. If the Security Agency has his own patrolling or as per the necessity arising while performing its function under this agreement. All the vehicles so used, the necessary documents pertaining to such vehicles should be complete and valid in all respects under the respective provisions of law. The IWAI shall not be liable / responsible for any of the incomplete documents, the required documents shall be submitted to IWAI's authorized representative for verification etc. if at all required and necessity arises. In the event due to any reason Security Agency require to hire any of the vehicle from other party or source, the security agency shall solely be responsible for such vehicles and shall submit the necessary details of the owner as well as the vehicle concerned in addition to the driver's name, their valid license for verification with photocopies of the said license as well as registration certificate, insurance etc. to the authorized representative of IWAI. The Security Agency shall be responsible for all the activities/liabilities regarding such hired vehicles and their kind arising there from shall be of IWAI. In case of accident and damages thereto including consequent damages etc. the responsibility and liability lie with the Security Agency and IWAI shall not be responsible or liable for any of the damages or losses incurred on this account.
18. In the event of any loss or damage of the properties/assets of the company, a joint enquiry, by your representative and the company's will be conducted.
19. In the joint enquiry, if it is established that the loss or damage to the company's properties and assets has been caused as a result of any lapse, negligence, dereliction of duty, involvement of security agency's security personnel or for any other reason directly or indirectly attributable to Security Agency. You will have to pay the compensation. The amount of compensation will be decided by the company on the basis of facts and reasons available and it will be binding on Security Agency.
20. The compensation will be recovered from Security Agency account bills or any other means by the company after giving notice of 90 days to Security Agency.

21. The Security Agency will have to provide specific & superior quality of summer & winter uniforms, shoes, belts, torches with coils, buttons and other essential accessories and equipments to its security personnel at his own cost.
22. The company will not provide any type of accommodation to any of the Security Agency's staff/security personnel. Security Agency has to organize this outside our premises at its own cost.
23. The Security Agency representative will be overall in charge of the security management for the indicated specified areas and will report to our authorized representative for guidance & instruction.
24. The Security Agency representative shall send a daily report of the documents of security personnel in each shift every day to our representative.
25. The security money will work under overall command of IWAI's authorized representative.
26. Fire fighting Services :

The Security Agency's guard force will be trained by the Security in fire fighting services and company shall utilize their services for fire fighting as and when required without any additional cost of the company.

CLAUSE 10 : TERMINATION OF THE CONTRACT

01. In case event of failure or neglect of Security Agency port to perform the job partially or wholly as per the instruction and to the satisfaction of the management or failure to comply the provision of any of the Acts/Rules Regulation etc. or violation & break-of any of these terms and conditions mentioned in the contract, IWAI can terminate this contract by giving one month notice in writing.
02. The contract can be terminated by either party giving one month notice in writing.
03. In the case of such termination of the contract, any outstanding dues or obligations arising out of this contract shall be fully settled within three months from the date of termination, failing which IWAI shall be at liberty to claim necessary damages, whatsoever may be the nature.

CLAUSE 11 : FORCE MAJEURE

If by reason of war, riots, commotion, disturbances, stoppage of work for any reason, statutory constrains, epidemic, earthquake, fire, storms, cyclone, floods, explosions or acts of god or any other cause whatever beyond the power of control of IWAI directly or indirectly affecting the working of the plant and the contractual obligations of the parties herewith will stand suspended.

CLAUSE 12 : ARBITRATION

In the event of any dispute or difference at any time arising between the parties hereto, out of the contract, the matter would be referred to and decided by the arbitration of the sole arbitrator, the CHAIRMAN, IWAI or any other person appointed by him, and his decision will be final and binding on both the parties. The arbitration would be governed by the provisions of the Indian Arbitration Act, 1940.

CLAUSE 13 : LOSSES OF PROPERTY OR MATERIALS ON A/C OF THEFT

The security Agency shall be liable to compensate IWAI for the losses, if any, on account of theft of materials or property (including trespass on the property) of IWAI due to negligence or convenience of the security personnel of Security Agency with such loss as attributed solely to the negligence and/or collusion by the Agency's personnel, which would be determined by the joint enquiry comprising of the representatives of Security Agency and IWAI. In case dispute is not resolved by joint enquiry as stipulated above, then all such disputes or differences whatsoever arising between the parties out or relating to the construction meaning and operation or effect of the contract or the breach thereof shall be settled by Arbitration as in Clause No. 12.

CLAUSE 14 : DISPUTE OF COURT : KOLKATA

CLAUSE 15 : DURATION OF CONTRACT

This contract shall be effective from _____ day of _____, 2011 initially for a period of 1(One) year and can be extended upto 6(Six) months under same terms & Conditions.

AGREEMENT NO: _____

This agreement made on this the _____ day of _____, _____ between the Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata – 700 043 (hereinafter called the 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include their successors and assigns in office) on the One part and M/s. _____ (hereinafter called the 'security agency' which expression, shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successors in office) on the Other part.

WHEREAS the IWAI is desirous of deploying unarmed & unarmed security guards on _____ shift basis at IWAI Terminals & premises for watch keeping of IWAI vessels and other IWAI properties

WHEREAS the security agency has offered to execute and complete such deployment and whereas IWAI has accepted the tender of the security agency for deployment of one no. unarmed and three nos. armed security guards for consideration of payment on monthly basis as in the Schedule of Rates in the Work Order No. _____, dated _____ initially for a period of one year with effect from _____ and WHEREAS the security agency has to furnish an amount of _____/- (Rupees _____ only) as security deposit for the due fulfillment of all the conditions of the contract deductible from 1st. three R.A. bills.

NOW IN THIS AGREEMENT WITNESSETH AS FOLLOWS

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement viz :-

- I. a) Notice Inviting Tender
- b) Tender Form.
- II. Schedule 'A' - Detail of the salary & wages.
- III. Terms & Conditions of contract.
- IV. Contractor's quotation/tender No. _____ dt. _____
- V. IWAI's work order No. _____ dt. _____

The contract agreement has been complied by the IWAI from the original documents and all the correspondence from the offering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, security agency's offer, minutes of meeting and correspondence between the parties may be referred to by either party. These documents shall take precedence over the compiled documents.

The contractor hereby covenants with the IWAI to complete and maintain the deployment of security guards in conformity in all respects, with the provisions of the agreement.

The IWAI hereby covenants to pay the security agency in consideration of such deployment the monthly contract price at the time and in the manner, prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day and year first written.

INLAND WATERWAYS AUTHORITY
OF INDIA, KOLKATA

SECURITY AGENCY

WITNESS

1.

2.

WITNESS

1.

2.