

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

Name of work: **Tender for providing Security Services at Plot No: K-1 to K-6, and Ishanya Chindran for the year 2019 - 2022**

Tender Ref : STL/ SECURITY SERVICES/2019-20 /001. Dt. 23.05.2019.

Sealed tenders are invited from competent Security Agencies, exempted / registered with the Maharashtra Private Security Guards (Regulations of Employment and Welfare) Act 1981 for providing Security Services at Plants located at Plot No. K1 to K-6, and Ishanya Chindran-Taloja, MIDC Industrial Area, Taloja -401208. Dist.: Raigad.

Pre-qualification form, eligibility criteria and the tender documents for this purpose are enclosed herewith. (Ref. **Annexure -I**)

The Technical tenders, along with filled, signed & stamped, **Annexure-II**, super scribing “**Tender for providing Security Services**” should reach our Taloja office to Mr. Sunil Bane Ph. 022-50684076 or Mr. Nilesh Lute Taloja. Ph: 022-50684117) on or before **10.06.2019 by 15.00 hours**. On security of tenders technically eligible Security Agencies would be informed and allowed to participate in the online bid followed by auction. Date & time of auction will be communicated by STL to all qualified tenderers/vendors, subject to payment of EMD of Rs. 2.0 lakhs (Rupees Two lakhs only) and submission of declaration as required.

The Tenderers who do not fulfill all or any of the conditions laid down in the NITT are liable to be ignored at the sole discretion of STL. STL also reserves the right to reject any/ all the offers without assigning any reason thereof. The tender document shall not be issued by post.

Cost of Tender: Nil

Thanking you,

Yours faithfully,
For SMARTCHEM TECHNOLOGIES LIMITED

(Authorized Signatory)

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TECHNOLOGIES
LIMITED

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411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

INSTRUCTIONS TO TENDERS:

1. Earnest Money Deposit (EMD) of Rs.2,00,000/- in the form of bank demand draft (of reputed nationalized or private bank only) will have to be submitted in favor of “Smartchem Technologies Limited” payable at Mumbai/Panvel along with the tender. Tenders received without EMD will be disqualified.
2. EMD will be forfeited if there is any violation of Tender Document or any breach of contract. No interest is payable on the EMD deposited with STL.
3. **All pages of the Tender Form and questionnaire must be dully signed and sealed by Tenderers.**
4. Tenderers have to submit details along with documentary evidences for the registrations and licenses obtained as mentioned below:
 - a) Registration under Shops and Establishment Act.
 - b) Registration as Proprietary/ partnership firm/ Private Ltd or Public Ltd Company.
 - c) Registration with PF organization for allotment of PF code number.
 - d) Registration with Professional Tax.
 - e) Allotment letter under ESIC Act.
 - f) Registration for Goods Service Tax.
 - g) Registration under Maharashtra Labour Welfare Board.
 - h) Registration with Income Tax Dept for allotment of permanent income tax code number.
 - i) Registration / exemption certificate under Maharashtra Private Security Guards (Regulation of Employment and welfare) Act, 1981 for providing security services. (Vendor has to submit duly signed application from concern authority for exemption certificate within 6 months from the date of receipt of PO.)
 - j) If Tenderer fails to submit the same the contract will be automatically terminated).
 - k) Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
 - l) ISO Certification holder: Name of certification: -----Validity: -----
(Attested Copy to be enclosed).

SMARTCHEM
TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
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411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

- m) Organization Chart: Executive -----, Technical Staff-----
(Attested Copy to be Enclosed giving the details).
- n) Audited annual Turnover: for last three Financial Years.
- o) List of similar jobs carried out in other company.
- p) Client List:

Special Note: The contractors who are registered with STL need not to submit the documents mentioned above.

- 5. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
- 6. STL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.
- 7. Late tender will not be accepted / entertained.
- 8. Canvassing in any connection with the tender in any form is strictly prohibited.
- 9. Tenders submitted by party who resort to canvassing will be liable for rejection.
- 10. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender as the case may be.
- 11. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.
- 12. If the Tenderers gives wrong information intentionally to create conditions for acceptance of the tender, the STL reserves the right to reject such tenders without assigning any reason.
- 13. Not more than one tender will be submitted by one Tenderer for the same work.
- 14. The Security Guards and other persons to be engaged by the Security Agency for providing security services will be the employees of the Security Agency. This shall not create, nor shall it be deemed to create any employer-employee relationship between STL and such Security Guards/ workmen and the persons engaged by the Security Agency. The Security Guards / Workmen shall not claim any right for

SMARTCHEM
TECHNOLOGIES
LIMITED

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Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

employment in STL. This fact should be made known to them in clear terms.

15. The successful Tenderers shall be required to execute the formal agreement with STL within thirty days of the issue of offer of the contract and shall start contract on scheduled date as specified in the offer.
16. The Security Agency shall make payment of wages to its security personnel latest by 10th of each month and provide copy of the same to STL.
17. The Security Agency shall raise bills on fifth day of each month for the services rendered in the previous month. along-with challans filed as per relevant statutory requirements.
18. The Security Agency must go through the Annexure III on Statutory Rules which are mandatory on them to be followed regularly.
19. At any time prior to the deadline for submission of bids, STL or its nominee or its consultants may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Tenderer, modify the NIT by amendment. The amendment will be notified in writing to all prospective Tenderers who have received the NIT and the amendment will be binding on them. In order to afford prospective Tenderers reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.
20. No Tenderer is allowed to bid below the current minimum wages applicable. Any change (Increase / Decrease) in minimum wages during the contract period will be payable extra by STL/ recovered from the contractor.
21. Bids shall be valid for at least 60 days after the date of price bid opening prescribed by the STL. A bid valid for a shorter period may be rejected at the discretion of STL. In exceptional circumstances, STL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of STL. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by STL due to change in specifications / scope or otherwise. The final concluding bid

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

shall be valid for 6 months from date of auction and if any new requirement received shall be catered at same auction price.

22. The Tenderer shall not assign or sub-let the Contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of STL. Any breach of this condition shall entitle STL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Tenderer liable for payment to STL in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Tenderer shall not establish any contractual relationship between the sub-contractor and STL and shall not release the Tenderer of any responsibility under the Contract.
23. Indemnity: Without prejudice to any other provisions in these conditions, the Tenderer shall be bound to keep STL, its employees, directors, any representative fully indemnified against any action, claim, cost, fine or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law.
The Tenderer in contravention of such provisions etc., for the infringement or violation thereof in the course of the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Contractor or such representative of the Tenderer, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the Tenderer and if, STL has to take-over the liability, STL shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by STL to the Tenderer under this Contract or any other Contract and without prejudice to any other legal remedy available to STL
24. Confidentiality: Both the parties during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Tenderer and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not. Disclose it to any third party or Use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose

SMARTCHEM
TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

the information to an employee of Vendor, or a government agency or other regulating authority

But only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to "Company". Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

25.

Relations: Each party understands that they are independent entities and this Agreement does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction, except the present agreement.

25. Amendment: The parties to this Agreement may add, delete, amend or alter all or any of the terms & conditions of this Agreement as mutually agreed from time to time and such modifications and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the parties.
26. Declaration by Tenderer: Should a Tenderers/ Contractors have a relation or in the case of a firm, one or more of its partners a relation or relations employed in STL or in case of company any of its official or relations employed in STL, the authority inviting tenders shall be informed in writing of the fact at the time of submission of the tender. If so, the name, designation, department and Employee Number of such employees be indicated failing which STL may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of STL is/ are employed, with the Tenderers/ Contractors, name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of STL is/ are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to STL from time to time. If the Tenderer/ Supplier fails to inform the same, STL shall at sole discretion may reject the tender or rescind the contract.

SMARTCHEM
TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

TERMS AND CONDITIONS

SmartChem Technologies Limited (hereinafter referred to as “**STL**” desires to appoint Security Agency for providing Security Services / Personnel / Guards / Supervisors (hereinafter referred to as the "**Security Agency**").

The Security Agency should be registered under the provisions of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (hereinafter referred to as the "**Act**") read with the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Rules 1981 (hereinafter referred to as the "**Rules**") also read with the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 1981 (hereinafter referred to as the "**Scheme**"). The Security Agency is required to deploy only the Exempted security guards / personnel under Section 23 of the Act. The Security Agency will be required to strictly follow the Act, Rules, Scheme and other Notifications issued from time to time by the appropriate Government authorities. The Security Agency is also required to get itself fully acquainted with various Writ Petitions filed/pending before the Honorable High Court, Mumbai, and any selection/appointment of the Security Agency shall be subject to the outcome of Writ Petition No.8927 of 2004 and/or other Writ Petitions filed earlier in the High Court by the Maharashtra Rajya Suraksha Rakshak Sangathana.

SMARTCHEM
TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

SCOPE OF WORKS:

1. Eligibility of Security Guards

- Qualification : 10th or above standard passed / Ex- army /
Ex Para-Military force. The Security Guard should be
able to read and write English/ local languages
- Age : Above 21 years to 60 years
- Physical appearance : Physically fit. Capable to perform all security activities
Robust physique. There should not be any physical
or Mental disability
- Experience : Minimum 1 years in Industrial Security
- Additional qualification : Firefighting &
Electronics security gadgets operation knowledge
Trained in PASARA Act 2005.
Basic training on Fire Fighting & First Aid
The Security Guards should be conversant with
the duties of Security Guard.
They should have basic / working knowledge of Computer
operation.

2. Expectations from the quality staff deputed

- Better Monitoring & high alertness.
- Good presentation & reception of visitors, guests etc.
- Better vigilance
- Smart turn out
- Better service to customer

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

3. Uniform

The security Agency should provide Uniform, safety shoes, stocking, belt, cap, whistle, Photo identity card, lathi (stick), torchlights, including monsoon wear etc. to the security personnel deployed at STL. In case Torchlight is not provided, the cost of torchlight will be recovered from the monthly payment of the Security Agency.

4. Other conditions: -

Security checking should be carried out strictly by job coordinator. Latest Police verification of each guard is mandatory before deployment on our site as required for AN compliance and Exemption from Security Guard Board Raigad. Guards without police verification cannot be deployed at the site.

Deployment of medically fit security guards.

Statutory Compliance: As per all applicable laws, rules, regulations in force or which may come in force from time to time.

Tentative position of Security Man power:

Security Manpower required by K1 Plant:

Guards (Duty points per day including 01 Lady guard).

- 1) **Plot K-1 to K-6 – 44 duty points (including 1 lady guard only in General).**
- 2) **Ishanya Chindran – 03 duty points (round the clock)**
- 3) **Ex man Supervisor - 12 Duty Points (round the clock)**

The number of duty points/ manpower is subject to increase or decrease based on requirements, will be intimated to the Contractor by giving 30 days notice in writing prior to increase / decrease of manpower.

The urgent requirement of additional manpower as and when required, to be made available at the required place, date & time within 02 Hours.

SMARTCHEM
TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

5. Duty Timing

7.00 AM to 15.00 PM
15.00 PM to 23.00 PM
23.00 PM to 07.00 AM

6. Selection & Training: The manpower selection to be done by the Job Coordinator well in advance and selected manpower to be given 21 days training by the Security Agency before deployment at different locations.

7. Character verification and antecedents

The Security Agency should get the character / antecedence of each Security Guards verified before he/ she is engaged and agency should be able to produce the verification report as and when required by STL or for any departmental inquiry of the organization or police concerning for each Security Guard engaged by the agency/ tenderer/ contractor.

8. **Identity:** The Security Guards who are to be engaged by the Security Agency from time to time must carry their photo identity card, which shall have to be issued to him for the said purpose by the Agency. The identity card should be worn by each security guard/ supervisor on their uniform which shall in turn give details regarding their full name, age, identification marks, signatures of the bearer and also of the issuing authority and seal. A duplicate copy of each identity card should be made available to the Security Department of STL, in advance. Present and permanent addressees of all security personnel should be made available to the Job Coordinator before their deployment at STL.

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

- 9. Special Assignment:** The Security Guards should carry out any specific task as may be assigned to them by STL from time to time in the interest of the security of the premises, any unauthorized activity may be objected and should be brought to the notice of the higher authorities in writing. Security Guards/ Supervisor should collect information on security matters and brief Job Coordinator immediately depending upon gravity of the situation. For any matter requiring police complaint/ assistance, prior permission should be taken from Job Coordinator.
- 10. Liaison:** Agency shall appoint a responsible person/ job-controller to liaise/ coordinate with our Job coordinator with the required Govt authorities, frequently
- 11. Removal of Security Guards:**
The Security Agency shall remove/ change/ replace any Security Guard, if at any time found unsuitable or undesirable in the opinion of STL and shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract. Notwithstanding the above, the Agency will periodically change the guards from STL locations and also rotate them on their duty posts.
- 12. Duty checking:**
The Security Agency's Guards would be liable to be checked by Job Coordinator and his representative and for this purpose he should maintain a Guard Check book/ Guards Attendance/ Schedule Register. Security Agency guards should also be checked by its supervisors, or any of its officials for their upkeep, alertness and alcoholism. As special assignment, they have to carry out intelligence work by taking rounds as and when asked to do so. One supervisor must be made available at all shift time to check the attendance of his guards and appropriate number of guards for the shift.
- 13. Liability:** Loss or damage to any material/ property either through theft or otherwise due to negligence of its Security Guard shall be made good of such loss by Security Agency at its own cost. The decision as to whether the loss or damage through the theft is attributable due to negligence of its Security Staff shall solely rest with STL, who shall have the right to require Security Agency to pay the costs of such missing/ damaged material/ property and it shall make good without any demur or objection on receipt of a written demand from STL, as and when circumstances arises.

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

14. **Assignment:** The Security Agency shall not assign or transfer this contract or part thereof to anyone else.
15. **Compliance of Labour Regulations:**
- a) The Security Agency is required to comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, which includes maintenance of Attendance Register, maintenance of Payment Register, etc. The Security Agency has to deposit the wages of its employees in any Nationalized Bank in the account of the employees, as per MSGB Act and to comply with the provisions of ESI/PF, etc. He is required to produce copies of all challans/ documents of having deposited the amount, every month along with his monthly bill.
 - b) The Security Agency shall be responsible for the payments to Security Guards employed for the performance or carrying out the said work and that STL shall in no event be liable and he shall keep STL, indemnified against the same and from all proceedings in respect thereof. The payment to the employees of Security Agency towards wages, allowances should be made by A/c payee cheque.
 - c) The Security Agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's Compensation Act and amendments thereto. He shall be responsible for and pay the expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the premises. The employees (Security Guards) shall be deemed to be his employees for the purpose of the Shops & Establishments Act (Maharashtra State), Payment of Wages Act, Minimum Wages Act and all other Labour Laws, Rules and Regulations there under. STL, reserves the right to check the actual payment of the wages register maintained by him and also the connected documents in respect of the above.
 - d) The Security Agency shall duly introduce the Contributory Insurance Scheme for its employees under him, if so required by law as envisaged by the provisions of the Employees' State Insurance Act, 1948.
 - e) The Security Agency shall duly introduce the provident fund scheme for its employees if so required by law as envisaged under the provisions of Employees' Provident Fund. As the Security Agency should see that the recoveries of Provident Fund in respect of his employees are made regularly from the wages of his employees as per

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

the terms of the Provident Fund Act/Scheme, and the same is deposited regularly with the concerned authority.

- f) The Security Agency shall observe and implement all the laws of the land and the rules framed there under such as Workmen’s Compensation Act, Industrial Disputes Act, Minimum Wages Act, Factories Act and Central Labour Act. STL shall in no event be liable or responsible for any default that will arise out of non observance of such laws/ rules on his part and that the agency shall indemnify and keep indemnified STL against any damage and/or injury caused to the premises, or to the properties.

The Security Agency should provide only those guards for whom the exemption is taken from the Govt of Maharashtra under section 23 of the Maharashtra Security Guards Act 1981.

- g) Any acquiescence or waiver by STL, of any delay, breach or default committed by Agency shall not be deemed to be or considered as estoppel against STL, or prevent STL, from exercising any of its rights under any of the provisions mentioned in this document.
- h) None of the Security Personnel should belong to any location within 100 Kms from the work site.
- 16) The Contract is initially for a period of Three (3) year and may be extended for a further period of one (1) year depending upon the performance and other related factors. During the validity period of the Contract, there shall be no revision of the compensation payable to the Security Agency except wage revision of the Workers as may be notified by MSGB or any other appropriate authorities. The Security Agency shall ensure that he pays the minimum wages in force and as prescribed by the competent authorities from time to time. The Security Agency is required to maintain all documents and records as required under the statutory laws and rules in force from time to time.
17. Rate Revision: During validity period of the contract there shall be no revision of the compensation payable to the Security Agency except wage revision of the workers as may be notified by MSGB or any other appropriate authorities

18. Payment:

Bills raised by the Security Agency will be paid to the Security Agency within 30 days from the date of submitting the same with all relevant documents to the Job Coordinator. Security Agency will maintain a Muster Roll to record the presence on

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

duty of Security Guards for each shift of the duty. Payment of the bills will be as per the Muster Roll / Biometric Attendance, which should be got countersigned every day by Job Coordinator or his representative of STL.

19. The Security Agency shall be responsible for providing the requisite man-hours (59 duty points i.e. (56 at K1 and 03 At Chindran Ishannya. Plant per day) as detailed above on round the clock basis on all days. If any Security personnel falling sick avails leave or remains absent, appropriate arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the Security Agency for which payment will be made on pro-rata basis.
20. **Interest free Security Deposit of 10% of basic order value should be deposited with STL within a week from the date of issue of Purchase Order.**
21. The Security Agency and its persons employed by him at STL have no camping right whatsoever in the company's premises.
22. The members of the Security staff provided by the Security Agency should be employees of the Security Agency and all disputes between the Security Agency and the security staff shall be resolved by the Security Agency and shall have no bearing on STL. The Security Agency should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on STL premises.
23. Liquidated Damages: Liquidity damages of 1% per day of the monthly service charges shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the Security Agency as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land.
24. Earnest Money Deposit of Rs.2,00,000/- (Rupees two Lakhs only) drawn in favour of the "Smartchem Technologies Limited" (on reputed nationalized or private bank only) to be submitted along with the Technical Bid.
25. Termination of the Contract:
 - a) STL shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Security Guards employed by it.
 - b) Insolvency or dissolution of the partnership firm or death or adjudication as

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

insolvent of any partner of the Security Agency.

c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.

d) If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/ partner for the time being of its firm or director or proprietor.

e) If any partner of its firm or director or proprietor convicted under any criminal offence.

f) If Security Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of STL, whose decision in that behalf shall be final is prejudicial to the interest or good name of the Institute.

g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.

h) Violation of the provisions of Contract Labour (R & A) Act 1970, MSGB / Security Guard Board Act and other acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.

I) On termination/expiry of the contract, the, Security Agency will immediately remove all its personnel from the premises of STL.

J) The contract can be terminated by either party i.e. STL or the Security Agency/contractor, by giving (3) three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, STL reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. STL decision in such a situation shall be final and shall be accepted by the security agency/contractor without any objection or resistance.

26. Penalty:

SMARTCHEM
TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

I) If any person deployed on security duties found accepting bribe, penalty of Rs.10,000/- will be imposed for each case.

II) If any Security Guard found sleeping, Rs. 1000/- will be imposed as penalty in addition to deduction wages of that day for each case. Such Security Guard will be sent out

III) If any post kept vacant, Rs. 1000/- will be imposed as penalty for each case apart from the wages of the absent security guard for that day.

Deployment of manpower on overtime (O.T) will not be permitted more than eight hours at a stretch (i.e, eight hours plus eight hours). In case of extreme requirements, O.T. will not be payable by STL (Only duty points will be counted for 30 days a month for the purpose of monthly payment). Per Man-day Rs.250/- will be deducted for over and above 10% of overtime.

Improper turn out of security staff while closing on duty Rs. 100/- will be imposed.

27. Force Majeure condition – The term force majeure as employed herein shall mean acts of God, war, revolt, terrorist acts, accident, fire, flood and acts and regulations of respective Government/s of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.
28. Jurisdiction - The Courts at Panvel, Raigad, India only shall have exclusive Jurisdiction to deal with and decide any legal matter whatsoever arising out of this order.

SMARTCHEM
TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
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Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

IMPORTANT INSTRUCTIONS:

Make sure that the Technical Bid addressed to "Smartchem Technologies Limited, K-1 MIDC Industrial Area, Taloja-410208", is submitted in sealed cover super scribed as Technical Bid.

1. Demand Draft for Rs 2.00 lakhs representing EMD amount should be put in a separate cover indicating the content I
2. Bid format given in Annexure - I should be submitted in sealed cover along with an EMD of Rs 2 Lacs
3. The Demand Draft for Rs 2.00 lakhs should be drawn in favour of "Smartchem Technologies Limited", on any Nationalized/ Private Bank, payable at Mumbai/Panvel.
4. Auction shall be conducted through online platform.
5. Technical bid covers will be opened on the date & time mentioned herein-below.
6. Technical bid & Commercial bid to be submitted in separate envelopes.
7. Any deviation in the terms and conditions should be clearly stated with the reasons thereof.
8. In case of any dispute arising in the matter the decision of the Company will be final.
9. Company reserves the right to reject any / all tenders without assigning any reason whatsoever.
10. Important Dates regarding this tender:
 - a) Last date for receiving Stage I bid & EMD : 10.06.2019 by 03:00 pm
 - b) Date of opening Stage I Bid : 12.06.2019
 - c) Date of online Auction : Date & time of auction will be communicated later

SMARTCHEM TECHNOLOGIES LIMITED Regd office – Sai Hira, Survey No.93, Mundhwa, Pune – 411036, Maharashtra	Tender Document For Providing Security Services At K1, K6 and Ishanya chindran for the year 2019-22
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ANNEXURE-I

SECURITY SERVICES ON CONTRACT - TECHNICAL BID

(To be filled and submitted by the Security Agency)

1	Name of the firm / company / establishment / Proprietary concern registered	
2	Address of the registered office	
3	Address of the office at Mumbai	
	Telephone Nos. / Fax No./ E-mail	
	Registered office	
	Mumbai office	
4	Name and address of the Directors/partners/owners of the agency with Tel. / Mobile No.	
5	Earnest Money Deposit (EMD) submitted	YES / NO
	EMD details	DD No. Date Drawn on Bank For Rs.
6	Proof of financial status in form of balance sheet for the last three years Enclose an affidavit duly certified by the Notary at the location of the agencies /head quarters, Mumbai that the tenderer has never been black listed or punished by any court for any criminal offence/breach of contract and that no	

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TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

	police, vigilance enquiry / criminal case is pending	
7	Documentary evidences for having registration/ exemption if any under Maharashtra Private Security Guards (Regulation of Employment & Welfare) Act Name and addresses of two persons of standing from whom credentials of the agencies can be verified	
8	Have you/your representative physically inspected / surveyed the Institutes premises before submitting the tender.	
9	Details of your reputed clients to whom you are providing security services for last five years (Enclose a copy of work / contract)	
10	Enclose the details of the workforce with infrastructure facilities	
11	Details pertaining to deployment of security personnel with reputed clients as below:	
	a] Ex-servicemen personnel	
	b] Ex-paramilitary personnel	
	Details of the contract with any Govt./Public sector etc. with contact person's name & tel./cell No. etc.	
	Details pertaining to the training imparted regarding handling of fire fighting systems, industrial safety,	

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Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

	disaster management etc.	
	Details of the cadre-wise security personnel employed by your agency for more than one year.	
	Specify your turnover with documentary support	
	Documentary evidence for having contributed PF in r/o. your staff	
	Do you accept that the charges quoted by you shall be firm during the currency of the contract	

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Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

Annexure – II
Commercial Bid Format

Minimum wages will be paid as per Raigad Guard board. Vendors have to quote only for Service charges including PPE, Rainwear, torch etc. With all the accessories mention in scope of work-point no.3

Description	Rate per person per day
Service charges including uniform, PPE etc.	Rs. _____ Per day/Per Person

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LIMITED

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Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

Annexure – III

Statutory Rules and Regulations for the Security Agency

The contractor should strictly follow all the Statutory Rules and Regulations as per the norms of Smartchem technologies Ltd (STL):

A) The contractor should understand the scope of works clearly.

B) The list of documents / certificates (as applicable) as required by STL are as given below should be submitted by the Contractor/ Agency: -

1. Purchase Order raised by authorized Person of STL Purchase Dept
2. Labour License (if & as applicable)
3. ESIC Code Allotment Letter / Workmen Compensation Policy
4. PF Code Allotment Letter
5. Professional Tax Code Allotment Letter
6. Service Tax Certificate (Form ST-2)
7. Registration Certification under Bombay Shop and Establishment Act,1948
8. PWD License (for electrical contractor)
9. Bank Details
10. Pan Card
11. Cancelled Letter Head
12. Medical report from Company Doctor
13. Record of having attended the Safety Training
14. Identity Card Zerox.
15. Any other Certificate or Licence as required according to nature of Job work

C) The contractor should comply with all statutory regulations like payment as per minimum Wages, Bonus, Labour Welfare Fund, Leave Wages, PF, ESI, maintaining requisite records viz. various registers and submitting the same to P&A Dept. as and when required.

D) The contractor should make the payments to his/their workers & the schedule of dates as given below should be strictly maintained. In case of any noncompliance the contractor will be penalized by holding 20% of payable amount / may lead in termination of the contract / as per the discretion of STL Management: -

1. The Wages payment to their workers should be on or before 7th day of following month in accordance with the Payment of Wages Act 1936.

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TECHNOLOGIES
LIMITED

Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

2. The ESIC, PF Challan should be submitted on or before 15th day of following month
3. The PT challans should be submitted on or before 21st day of following month in which the wages fall due.

E) Before the mobilization of Man and/or Machine for the contract, inside the factory, the contractor should obtain necessary work permit from the concerned Job coordinator. The necessary gate pass/es is/are mandatory for which the contractor should submit the necessary documents / certificates as per Sr. 1-4, 14 of B above and employment card / I card In case of any failure on part of the contractor, to comply with the regulations, appropriate deductions / penalty will be imposed & the same will be deducted from your bill.

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TECHNOLOGIES
LIMITED
Regd office – Sai Hira,
Survey No.93,
Mundhwa, Pune –
411036, Maharashtra

Tender Document For Providing Security Services

At K1, K6 and Ishanya chindran for the year 2019-22

Declaration

(On letterhead of Security Agency / Organization)

The information furnished by me / us are true to the best of my / our knowledge. I / We have read the terms and conditions in the tender document and agree to abide by the same.

Signature of the Security Agency :

Name :
Date :
Registration No. :
Place (Full Address) :

(On Letterhead of Security Agency)

DETAILS OF BLACKLISTING / DISQUALIFICATION / FORFEITURE OF B.G. / S.D.

1. Whether your Firm/Company is blacklisted by STL or any other Public Sector / Govt. / Quasi-Govt Organization / any other client: **Yes / No.**
If yes, please mention details.
2. Whether your Contract was terminated before expiry of Contract period or Security Deposit / EMD forfeited by our Company or any other Public Sector/Govt./Quasi Govt Organization / Any other client: **Yes / No.**
If yes, please mention details.
3. Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust: **Yes / No.**
If yes, please mention details.

(Signature of the Security Agency & Seal)