

**PONDICHERRY ASHOK HOTEL**  
**CORPORATION LTD**

Tender Document

For

**SECURITY SERVICES**

Issued to : \_\_\_\_\_

Receipt No. : \_\_\_\_\_

Date : \_\_\_\_\_

## *SUMMARY SHEET*

1.	Title of the Tender	:	<b>ARC Security Services 2019-20</b>
2.	Ref No.	:	HPA/TENDER/19-20
3.	Product Category	:	Service
4.	Sub Category	:	
5.	Tender Type	:	Security Service
6.	Tender Value	:	Enclosed
7.	EMD Value	:	Enclosed
8.	Cost of Tender document	:	nil
9.	Announcement Date	:	3/8/2019
10.	Document collection date & time	:	5/8/19- 19/8/2019 between 10.00 to 5.00pm
11.	Last Date & Time of Submission	:	20/8/2019 upto 2pm
12.	Date & Time of Opening	:	20/8/2019 at 3pm
13.	Pre qualification	:	Nil
14.	Contact person with telephone & Address	:	General Manager Hotel Pondicherry Ashok, ECR, Puducherry-605014 Tele: 2655160-163 www.ashokresort.com
15.	Name of the softcopy file	:	ARC for Security Services 2019-20

The tender document has been compared with the above mentioned softcopy and found to be same.

Signature

**PONDICHERRYASHOK HOTEL CORPORATION LTD**

**Detail of E.M.D**

S.No.	Name of Items	Est.Tender Value Approx. Per Annum	E.M.D	Cost Of tender
1)	Security services	500000/-	Rs.20000/-	Rs.0/-

# Pondicherry Ashok Hotel Corporation Ltd

EAST COAST ROAD, PUDUCHERRY-605014

## *Tender Documents*

### **TENDER FOR PROVIDING SECURITY SERVICES TO HOTEL PONDICHERRY ASHOK, EAST COAST ROAD, KALAPET, PONDICHERRY-605014.**

#### ""RECEIPT

1. Received complete set of tender forms and documents comprising of:
  - a) Technical Bid Form A
  - b) Important instructions & terms and conditions for the tenders
  - c) Draft agreement
  - d) Financial Bid Form B
  
2. We have noted that tenders are to be deposited in the tender box kept in the Hotel Pondicherry Ashok, ECR, Puducherry-605014.  
Latest by 20/8/19 upto 02.00p.m. which shall be opened on the same day at 03.00p.m.

Signature.....

Name and address of the tendered,  
.....  
.....  
.....

Telephone No.(O).....  
(R ).....  
Mobile NO.....

**Covering letter by the tendered**  
On the letter head of the Tendered

To

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

Sub: Tender for.....

Dear Sir,

I/We have read and understood the various forms and documents and I/We are submitting tender, complete in all respects. I/ We agree to the terms and conditions, as detailed in the tender documents.

Thanking you

Yours faithfully,

Signature.....

Name and address of the tendered

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

Telephone No.(O).....  
(R ).....  
Mobile No.....

Rubber stamp

**FORM A**

**TENDER FOR \_\_\_\_\_**

1. NAME & ADDRESS OF THE FIRM .....  
.....  
.....
2. NAME OF THE BANKERS WITH FULL .....  
ADDRESS & ACCOUNT NO. ....
3. TELEPHONE NUMBER .....  
OFFICE/RESIDENCE
4. HOTEL FOR WHICH TENDERED .....
5. (A) STATUS OF THE FIRMS SOLE PROPRIETORS-  
SHIP/PARTNERSHIP CONCERN (PLEASE STATE  
WHETHER REGISTERED/UNREGISTERED)  
COOPERATIVE SOCIETY/PVT.LTD. COMPANY  
OR PUBLIC LIMITED CO. SUPPORTING  
DOCUMENTS (PHOTOSTAT COPIES SUCH AS  
PARTNERSHIP DEED, MEMORANDUM AND  
ARTICLES OF ASSOCIATION, SHOPS &  
ESTABLISHMENT ACT REGISTRATION NO.,  
ATTACHED. IN CASE OF SOLE PROPRIETORY  
CONCERN PLEASE INDICATE NAME OF THE SOLE  
PROPRIETOR.  
  
(B) FATHER'S /HUSBANDS NAME - .....  
  
(C) Age .....  
  
Religion - .....  
  
Residence .....  
  
Office .....  
  
.....  
  
d) Whether contractor A Class/B Class .....
- e) Previous experience in the same trade .....  
which names of Hotel's Institutions .....  
served supporting documents (Photostat .....  
Copies must be attached)

6. Last assessment of Income Tax and clearance certificate(photocopy must be attached) .....  
.....
7. Income Tax Permanent No. ....  
(photostat copy must be attached)
8. Earnest money of Rs.----- /- paid                      Receipt/DD NO.....  
dated..... enclosed
9. Address and Telephone No. ....  
.....
10. MPST/CST /GST No .....  
.....
11. Signature of the Tendered .....  
.....
12. Designation of the signatory status .....  
.....
13. Office Seal .....  
.....

**PONDICHERRYASHOK HOTEL CORPORATION LTD.,**

1. Name of the firm : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
Mob No. : \_\_\_\_\_  
Resident / Shop : \_\_\_\_\_
2. Name of Bankers : \_\_\_\_\_
3. Status Proprietary/partnership : \_\_\_\_\_  
regd. or Pvt Public Ltd. Co.
4. PAN : \_\_\_\_\_
5. Tin No : \_\_\_\_\_
6. Details of past experience in the same trade  
(Please Enclose order copies).
7. Tender fee nil : \_\_\_\_\_
8. EMD of Rs. /- : \_\_\_\_\_
9. RTGS/NEFT Details : \_\_\_\_\_  
Name of Bank : \_\_\_\_\_  
IFSC CODE : \_\_\_\_\_  
Bank Account No. : \_\_\_\_\_

**(Signature of tenderer)**  
**DESIGNATION OF THE STATUS & RUBBER SEAL**



**PONDICHERRYASHOK HOTEL CORPORATION LTD**  
**IMPORTANT INSTRUCTIONS & TERMS & CONDITIONS FOR THE TENDERERS**

1. Tenders should be completed in all respects and submitted in self addressed envelope provided with the tender documents, As far as possible, tenders should be typed.
2. Tenders should not accompany any requests for negotiations from tenderers.
3. The rate quoted should be given both in figures and words. No reference to existing or previous rates should be made. Conditional tenders containing alternative proposals/rates are liable to be rejected.
4. Rates should be quoted strictly according to the unit of the measurement. For the evaluation of the tender, the rates quoted shall be presumed for the units of the measurement given in the tender document only.
5. Totals calculated on the basis of estimated quantities and the rates quoted should also be indicated in Amount column of the schedule.
6. Overwriting is not allowed and cuttings on the tenders should be avoided as far as possible and wherever corrections exist, the same should be attested by the signatory.
7. Please note that “Terms and conditions” accompanying the tender documents are for general guidance only and successful tender will have to sign an agreement, with amendments, if any, considered necessary by the Corporation,.
8. Earnest money as prescribed has to be deposited by the tenderers failing which tender is liable for rejection.
9. Form A provided with the documents is to be filled up by the tenderer duly supported by documents as desired in Form A.
10. On acceptance of tender the earnest money will be treated as part of the security.
11. The tenderer whose tender is accepted shall permit the corporation at the time of making any payment to him for work done under the contract to deduct towards security deposit such sum as will along with the amount of earnest money already deposited amount to 10% of the gross amount of the bill.
12. The security deposit will be retained for one year after completion of work
13. The tender shall be in the prescribed form only.
14. The sealed completed tender documents should be dropped in the box kept for this purpose by 2.00 pm on 20/8/19
15. The tenderers are advised to inspect the site & take the exact measurement before submitting the tenders.

16. Security & insurance coverage for the P&M, material and man power has to be arranged by the contractor . No claims regarding this will be entertained by the hotel.
17. Compensation for delay:

1% of the contract amount subject to a maximum of Rs.5000/- per week or a part thereof. The total compensation for delay shall further be subject to an overall maximum of 10% of the contract amount as awarded. The decision of the competent Authority shall be final and binding.
18. Defects liability period: One year from the date of completion.
- 19 Monthly bill will be submitted by the Agency on 1<sup>st</sup> of every month. The payment will be made within 15 days after proper verification of bill by the authorized officer of the company.
- 20 Each tender shall be accompanied by a bank draft covering the amount of earnest money, as prescribed, in favour of 'Hotel Pondicherry Ashok payable at Puducherry Cheque will not be accepted in any circumstances. The earnest money of unsuccessful tenderers shall be refunded. In case of successful tenderer the same will be adjusted towards the security deposit. In case the tenderer refuses to accept the award or refuses to comply with any of the terms and conditions for the award of contract, the EMD shall be forfeited..
- 21 In case the material or any part thereof has been rejected the unit/corporation shall not be required to assign or give any reason for such rejection and their decision shall be final.
- 22 In the event of failure on the part of the contractor to deploy the personnel, in accordance with the conditions entered herein the unit/corporation shall have the right to make alternative arrangement at the cost and risk of the contractor. The contractor shall reimburse the extra cost to the unit/corporation and in case of his failure to do so the unit/corporation shall have the right to recover the amount from the security deposit of the contractor any dues owed to the unit/corporation by the contractor. It should be clearly understood that the unit/corporation right and the contractor obligation for compensation is not limited to the extent of security deposit. And or the dues owed and the unit/corporation shall have the right to proceed against the contractor for the recovery of its claim in excess of the security deposit and /or the dues available with the unit/corporation. The unit/corporation has a right to withhold the security deposit and appropriate the same if need the until the dues of the supplier are fully settled.
- 23 In case of breach, of any of the conditions stipulated herein the unit/corporation shall be at liberty to terminate contract without prejudice to the right of the corporation to claim damages on account of breaches thereof in the same manner as at (24) above.
- 24 In case of a dispute arising between the contractor and unit/corporation during the currency of the contract or after the contract thereof, the same shall be referred to the sole arbitration of the Managing Director or the officer appointed by him and his award shall be final and legally binding on both the parties and there will not be objection to this effect that the officer who has been appointed by the Managing Director is an

employee of the corporation or that in course of his delaying with official matter he had expressed any opinion on this subject.

- 25 Subject to clause 25 above, Pondicherry courts alone will have jurisdiction.
- 26 Such tender will be accompanied by the latest Income Tax assessment order the Income Tax clearance certificate. In case the income of the tenderer is not taxable, an affidavit to this effect may be attached to the tender.
- 27 Tenders from suppliers sound financial standing and capacity will only be considered.
- 28 No interest will be payable on Earnest money/security deposit. Tenderers withdrawing before the announcement of successful tenderers shall be liable to have his earnest money forfeited.
- 29 An agreement (copy attached is to be signed with the unit/corporation embodying all terms and conditions of the tender.
- 30 The unit/corporation reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons.
- 31 The following terms used in the foregoing paragraphs shall have the meaning given against each:
  - a) Corporation means Pondicherry Ashok Hotel Corporation Ltd
  - b) Contractor means the successful tenderer to whom the contract is awarded.
  - c) Officer means the officer named by the Corporation or by the receiving hotel to receive and inspect the work.
  - d) Managing Director means the Managing Director of Pondicherry Ashok Hotel Corporation Ltd.

## DEED OF AGREEMENT (SECURITY SERVICE)

A: THIS AGREEMENT made this day..... of .....between the **PONDICHERRY Ashok Hotel Corporation Limited, Reg Office: East Coast Road, Kalapet, Puducherry-605014** (here-in-after referred to as the company/**Unit Hotel Pondicherry Ashok**, here-in-after referred to as Unit and combination of both as Company/Unit) which expression shall include its successors assigned on both parts.

AND

B: **M/S** having its registered office at (here-in-after referred to as the Agency) which expression shall include its successors and assigns the other part.

C: Whereas Hotel Pondicherry Ashok a Unit of Pondicherry Ashok Hotel Corporation Ltd., requires the services of Security Agency to safeguard guest's life and property, Unit property, employees life and property, vehicles etc and keep a check against pilferage's and leakage of revenue and property to maintain discipline, identify security and fire hazards and organise/suggest remedial action thereof effectively, organise access control for men and material, it has been decided by the Unit to utilise the services of SECURITY SERVICE on job contract basis for making effective and proper security arrangements of different areas and property as a whole.

D: AND WHEREAS Agency has agreed to provide effective and proper security arrangement on job contract basis through deployment of necessary security Force as may be mutually agreed upon from time to time on the following terms and conditions.

### **NOW THIS AGREEMENT WITNESSES AS UNDER**

#### ***1. SCOPE OF WORK***

In consideration of the payment hereinafter agreed to be made by the Unit to the Agency has agreed to provide the following to the Unit:-

- a. Agency agrees to organise effective security arrangements within the premises of Hotel Pondicherry Ashok and for the purpose Agency has agreed to deploy a minimum security force comprising of following:-
  - i) Security Guards - 4 Nos and Security Officer -2 Nos.
- b. Agency shall deploy their members of security force at such strategic points and in such manner as may be mutually decided from time to time in consultation with Unit General Manager or his representative. In case in the light of revised scope of work, if constituents of minimum security force is required to be changed, suitable increase/decrease in security force may be effected. A notice of one month shall be required to be given if impact of such change is more than 10% of the present minimum security force as enumerated in (a) above.

c. The Security Services shall include inter-alia the following services:

i. Round the clock security and supervision of areas within Unit which are assigned to Agency for organising most effective security so as to prevent pilferage of any property of the Company/Unit, prevention of damage and /or mischief to any property and/or commission of any offence concerning any property/men and inform this Company/Unit about the commission or apprehension of any danger to the safety or the men and property movable and/or immovable of the Company/Unit.

ii. To take preventive steps and anti-crime measures to avoid theft, pilferage and sabotage in the assigned area and to maintain a close liaison with police and other authorities.

## **2. PERIOD OF AGREEMENT**

The period of agreement shall be valid *from 1<sup>st</sup> Sept 2019 for one year*. Either party can terminate the agreement by giving one month notice without assigning any reason. The agreement can be further renewed on mutually agreed terms and conditions.

## **3. DISCIPLINE**

The Agency shall be responsible for the discipline and conduct of the members of the security force deployed by them in the Unit. The Company/ Unit shall be at liberty to revert back any member of the security Force including in indiscipline or action/omission constituting misconduct . The decision of the company shall be final in the regard.

## **4. ARMS LICENSEE/PERMITS**

The Agency shall be responsible for complying with all the provision of the Arms and other Acts and the rules framed thereunder for wither carrying displaying and/or use of the arms by members or their security force in accordance with the provisions of the Act and the rules applicable from time to time. The Company/Unit will not in any way take any statutory liability for carrying or use of display of any fire arms by members of Agency Security Force as it will be the responsibility of the Agency to ensure proper compliance of all the statutory obligations of the Acts & the Rules.

## **5. COMPLIANCE OF LABOUR & OTHER LAWS**

i. The persons deployed by Agency members will have no claim whatsoever for claiming any payment directly form the Company/Unit either on account of wages or any other benefits. The Agency undertake to make all payments in accordance with the provision of the relevant statutes and the rules there under which may be applicable and the Company/Unit shall have no liability as stipulated under this agreement.

ii. The Agency shall comply with the provisions of Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, ESI Act, Payment of Bonus Act, Payment of Gratuity Act, Workmen's Compensation Act and other Acts and Rules applicable and the payment under this Agreement made by the Unit to the Agency or to any member of this Security Force other than the payment stipulated under this agreement. The Agency will give proof and number of their registration/exemption from the purview/provision of various Acts.

- iii. The Security personnel deployed by the agency will be the employees of the security agency. The security agency along its employees which arises or may arise from the employer – employee relationship.
- iv. The security personnel shall not at any point of time seek regularisation of service in Pondicherry Ashok Hotel Corporation Ltd. Or any of its establishments in the event of termination of the contract or expiry of the contract etc.
- v. Disbursement of wages, provision of uniforms and its maintenance etc shall be the sole responsibility of the security agency. However the agency shall provide the uniform to its personnel deployed in Pondicherry Ashok Hotel Corporation or its units as prescribed by the PAHCL or its units.
- vi. PAHCL or its units shall not recognise any security personnel or a group or security personnel deployed by the agency for the purpose of any deliberations/negotiations/discussions etc regarding the terms and conditions of the agreement. Any such parley will be only with the security agency.

## **6. TRAINED AND FIT SECURITY FORCE TO BE DEPLOYED**

- i) The Agency shall deploy only such members in security force having adequate qualification experience, training as well as fluency in Hindi (speaking, reading and writing). The personnel should also be able to converse at least in simple English.
- ii) The agency shall ensure that the personnel deployed by them are having following minimum qualifications:-
  - a) Security Guards.

At least 50% Ex-servicemen are to be deployed. No. tradesmen e.g. Barber, Khalasi, Dhabi, Cooks, Peon etc. will be deployed. The personnel so deployed should not be more than 48 years of age as on the date of deployment. Personnel having qualifications matriculation or above shall be preferred. The height of the personnel deployed should preferably be more than 5' 6". The personnel so deployed must be mentally and physically fit.

- b) Security Officer

At least 50% ex-servicemen are to be deployed. They should be below 50 years of age on the date of deployment as far as possible. The supervisors must be able to read, write and speak in English, Hindi and Regional language of the region where the personnel are deployed. The ex-servicemen supervisors should not be below the level of JCO/equivalent rank of Navy/Air-Force). In case of civilians – Graduates with adequate Industrial Security Training shall be preferred. The height of the personnel so deployed in this category should preferably not be less than 5' 6".

The personnel deployed in above categories must be medically and physically fit to carry out their duties.

- iii) The Agency shall deploy such members in security force who have adequate training and are medically fit to discharge the job assigned under this agreement. If gun men are deployed by Agency, they will bear proper arms licence and have the training to handle and use fire arms. He will also be familiar with the rules and statutory provision relating to the carrying and use of arms. The Company/Unit reserves the right to ask for change of any such member of security force who, in the opinion of the Company's/Unit representative, is found not upto the mark, or there is a reasonable suspicion about his character and antecedents.

## **7. COORDINATION**

The Agency alongwith nominated officials of the Company/Unit shall at all times co-ordinate with and/or work in co-operation with each other and shall also extend co-operation to the Government Agencies whenever required to do so.

## **8.. FIRST AID AND EMERGENCY TREATMENT**

The members of security force of Agency will be provided first aid and emergency treatment as is being provided to the other employees of the Company/Unit. However, the Company/Unit will not bear any continued treatment expenses of the members of security force of Agency.

## **9. PAYMENT AND MODE OF BILLS**

- i) ..... shall be paid for providing the security cover as aforesaid at the rate (Approximate) of Rs.                      /- (Rupees    ) per month all inclusive.
- ii) Monthly bill will be submitted by Agency on first of every month. The bill amount shall be released between 10<sup>th</sup> & 15<sup>th</sup> of the same month after due verification of bill by the authorised officer of the Company/Unit. In case any adjustment is required to be made, if any, shall be adjusted from payment of the next bill.
- iii) The aforesaid rates are all inclusive. Increase in rates shall be allowed during the period of agreement as and when the same are revised by Directorate General of Resettlement (DGR). Request of Agency for increase in rates should be supported by copy of notification issued by DGR from time to time for revision of rates alongwith copy of notification issued by Local Administration with regard to prevalent minimum wages in the state.
- iv) In addition to above members of security force below the level of officer shall also be entitled to staff canteen facility on cost basis.

## **10. SECRECY**

The Agency and its members of security force will maintain complete secrecy regarding the entire arrangements and will not divulge any secret obtained during the course of operation of this agreement. They shall be liable to surrender all records, documents, drawings, maps, information relating to the Company/Unit to which their members of security force may come across or acquire during the continuance of this agreement or otherwise. The Agency will also maintain full secrecy even after the termination of this agreement.

## **11. LIQUIDATED DAMAGES**

In case of loss of property of the company/unit by theft or pilferage due to proved negligence (enquiry to be conducted jointly by a team of nominated officer of the company and nominated by a team of Agency) of any member of security force of Agency, the Company/Unit will be entitled to levy liquidated damages/loss caused to the Company/Unit. The decision of the Company with regard to amount of damages will be binding and final on Agency. In case of any dispute matter shall be referred to arbitration as per clause No.18 of the agreement.

12. Security force provided by the Agency in terms of this agreement shall at all times and for all purpose be deemed to be the employees of the Agency.
13. The security force deployed by the Agency shall at all times comply with the direction and instructions which may be given from time to time by the Company/Unit and its officers duly authorised in this behalf.
14. The Agency shall provide at its own cost proper uniform as mutually decided between the Company and Agency. Agency shall be responsible for their proper unkeep, maintenance and ONE turn out.
15. Agency will ensure that all the members of security force deployed in the Company/Unit are duly vetted by the police authorities or appropriate authorities in so far as their character and antecedents are concerned. Besides Agency shall provide a list of particulars of all such members of security force deployed with the Company/Unit in the following format alongwith three indential passport size photographs:
  - a) Full name
  - b) Father's Name (Full)
  - c) Educational Qualifications
  - d) Details of training
  - e) Whether Ex SM/Ex Policeman/Ex-Paramilitary personnel or not.
  - f) Permanent Address
  - g) Local Address.
16. The Agency shall make their own arrangement of transportation if required, of their members of security force to report for duty or while going off duty. However, where any female member of Agency security force is deployed beyond 2000 hrs. arrangement for their transportation shall be made by the unit

## **17. INDEMNITY CLAUSE**

The Agency will indemnify, and keep indemnified the Company/Unit of all the claims of members of security forces of Agency including claims of third party arising out of involvement of member of Agency Security Force. In case the Company/Unit is called upon at any time by any authority to pay such payment/compensation as admissible, amount/cost of the same shall be recovered from Agency including the amount payable under any award of any judicial or any other authority including the cost of litigation incurred by the Company/Unit in this regard.



**18.     *ARBITRATION***

Any difference or dispute arising out of or relating to this agreement will be referred to the Sole Arbitrator duly appointed by the Chairman & Managing Director of the Company. The arbitration proceedings will be regulated in accordance with the provisions of the Indian Arbitration Act and the rules framed thereunder. The jurisdiction of all legal proceedings will be Pondicherry only.

For and on behalf of  
Pondicherry Ashok Hotel Corporation Ltd  
Unit: Hotel Pondicherry Ashok.

For and on behalf of

Name:  
Designation:  
Seal

Name:  
Seal

Witnesses

- 1.
- 2.

Witnesses

- 1.
- 2.

## FINANCIAL BID

Annual Rate Contract for providing Security Services to PAHCL

Sl No.	Parameter	Quantity	Rate	Amount
1	Security Guard	4		
2	Security Officer	2		

Terms and Conditions:

- G S T

Signature  
Name  
Designation  
Seal