

Balmer Lawrie & Co. Ltd. MMLH, [Visakhapatnam]

e-Tender No : MMLH/SECURITY/PT/30



SINCE 1867

बामर लॉरी एंड क. लिमिटेड

(भारत सरकार का एक उधम)

BALMER LAWRIE & CO. LTD.

(A Government of India Enterprise)

Multi-Modal Logistics Hub (MMLH)

SBU - LOGISTICS

30-15-154/4F2, 5th Floor, GKP Heavenu,
Dabagardens Main Road,
Visakhapatnam - 530020

TENDER DOCUMENT

For

**“ENGAGEMENT OF SECURITY AGENCY
AT VISAKHAPATNAM”**

Tender No. MMLH / SECURITY / PT / 30

Date: 24.01.2018

Due Date: 14.02.2018, 17:00 Hrs

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NOTICE INVITING E-TENDER

Balmer Lawrie & Co. Ltd. (BL) invite ONLINE BIDS from experienced, competent and resourceful agencies with sound professional and financial capabilities for “**Engagement of Security Agency**” for Proposed Multi-modal Logistics Hub at Visakhapatnam, Andhra Pradesh being set up by **Visakhapatnam Port Logistics Park Limited (VPLPL)**, a Joint Venture Company between Balmer Lawrie & Co Ltd and Visakhapatnam Port Trust in India and having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001.

The prospective bidders must note that Balmer Lawrie & Co. Ltd. is involved only to the extent of tendering & finalization of the order. The order on the successful bidder would be placed by Visakhapatnam Port Logistics Park Limited, having its registered office at 21, Netaji Subhas Road, Kolkata -700001 and Correspondence address at 30-15-154/4F2, 5th Floor, GKP Heavenu, Dabagardens Main Road, Visakhapatnam - 530020, India, Tel: + 91 891 2564933.

Online bids are invited from reputed and experienced Agencies who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions”, for undertaking the subject contract [**ENGAGEMENT OF SECURITY AGENCY**].

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder’s credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	ENGAGEMENT OF SECURITY AGENCY
2	Tender No	MMLH/SECURITY/PT/30
3	Validity of Offer	90 days from the date of opening of the bid
4	Contract Period	Two years
5	Tender Fee	Rs. 3000
6	EMD	Rs 2.74 lakhs
7	Downloading / Submission of Tender:	
	a. Starts on	24/01/2018 AT 3.30 PM
	b. Closes on	14/02/2018 AT 5.00 PM
8	Opening of Tenders	14/02/2018 AT 5.30 PM

1. LIST OF DOCUMENTS TO BE UPLOADED:

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission. :

- a) Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the COMPANY for bidders other than sole proprietor.
- b) Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd COMPANY /certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c) Income Tax PAN Number self-Certified Copy to be enclosed.
- d) GST Registration number self-Certified Copy to be enclosed.
- e) Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s COMPANY for last 3 years ending FY 2016-17.
- f) Certificate from bankers about financial soundness.
- g) Experience/Credential Certificate.

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office whose address is given in an earlier page.

2. VERIFICATION OF DOCUMENTS

- a) Tenderers or their authorized representative will be required to come to BL office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b) Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c) Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie (BL).
- d) Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e) Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled and criminal prosecution or any other action as deemed fit may be initiated.
- f) Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay a Tender Fee of **Rs.3000 /- (Rupees Three Thousands Only)** and submit an interest free EMD of **Rs.2.74/-lakhs (Rupees Two lakhs & Seventy Four Thousands only)** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn **in favour of M/s Visakhapatnam Port Logistics Park Ltd. on any Scheduled Bank, payable at [Kolkata]**. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM. IF PRICE SUBMITTED IN HARDCOPY BID WILL BE REJECTED.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Agencies/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids:

For this purpose, Agencies/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

1.1 Registration with e-procurement platform:

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders may contact the following resource persons for any assistance required in this regard.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290

Mr. Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071
Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299
Mr. CH.Mani Sankar(Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159
Ms. Ujwala Shimpi (Mumbai)	Ujwala.shimpi@c1india.com	+91-022-66865608

1.1 Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note:

- a) Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Re-submission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- b) Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- c) No Printed or posted Bids / offers shall be accepted.
- d) BL does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- e) BL will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- f) Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- g) The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The COMPANY calling for tenders shall not be responsible for any claims/problems arising out of this. **Only at the time of inviting offers, there will be a paper ad. There will be no further paper advertisement on this. Interested parties have to keep referring to the website for further information.**
- h) Use of VPLPL/BL Logo or VPLPL/BL name on the uniform of the Security personnel engaged is strictly prohibited.

3. Filling of Tender Documents:

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the COMPANY, the Power of Attorney authorizing such person to act and sign on behalf of the COMPANY must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, agencies shall be responsible to complete the work in all respects and in doing so shall provide all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from agencies' scope.

The successful tenderer shall have to undertake the following work:

1. The Security Agency will be responsible to execute/discharge the work and fulfill the assigned obligations to the entire satisfaction of the COMPANY.
2. The Security Personnel will be deployed for watch & ward, incoming & outgoing materials/equipment & also management the gate pass systems at VPLPL project site in Visakhapatnam, Andhra Pradesh. The project site is located near Mulagada Village and adjacent to Mindi railway sidings of Visakhapatnam Port Trust. The site is 4.0 km away from Sheela Nagar Junction at NH-5 and 8 Km from Airport.

They will be responsible for overall security of the plant including entry/exit at gates and inside and outside perimeter patrolling.

Safety & Security checking of all vehicles as per the check list provided by the Location-in charge for entry/exit of vehicles to be carried out and records maintained.

Necessary checks for the loaded trucks at exit to be carried out as per check list Provided.

Ensure 24X7 security surveillance including CCTV system, Visitor management software, Access Control System (ACS) and maintenance of the records as per the guidelines issued by the corporation. Immediate action/intimation to the in-charge in case of any abnormal situation.

Security Supervisor will be the part of the team for inventory to be taken once in a quarter along with plant officials. Shortage of equipment, if found during inventory will be recovered from the security bills.

3. Age of Security personnel between 18 yrs. to 60 yrs.
4. The Security Agency will execute and efficiently handle the work entrusted to them in accordance with the directions and specific instructions of the COMPANY and the work so entrusted shall not be regarded as having been correctly executed and efficiently handled until and unless the COMPANY approves it and the work should not hamper the normal functioning of the office.
5. The Security Agency will provide adequate trained Security Personnel/ Ex-servicemen Personnel and/or trained civilian Guards as required by the COMPANY. For ex-servicemen discharge book needs to be submitted to the location in-charge for inspection at the time of deployment
6. The services are required for 24 hours and 7 days throughout the year. The Security Agency shall accordingly position all their Security Staffs (Guard & Supervisor) based on Shift Roster/Planner and should comply with the following shift schedule & timings.

FUTURE REQUIREMENT:

Particulars	I Shift (6:00 to 14:00 hrs)	II Shift(14:00 to 22:00 hrs)	III Shift (22:00 to 6:00 hrs)
Security Supervisors	2	2	2
Security Guards	25	25	25
Total	27	27	27

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As per operational requirement Company may require to reschedule the above shift and may be deployment in General shift also.

7. The numbers given above are the future requirement subject to completion of commissioning of the unit by 1st March 2018. Accordingly the present requirement is mentioned below.

PRESENT REQUIREMENT:

Particulars	I Shift	II Shift	III Shift
Security Supervisors	1	1	1
Security Guards	3	3	3
Total	4	4	4

8. The numbers given above are indicative and likely to increase or decrease according to our requirement during the period of contract. It will be the responsibility of the Agencies to provide necessary relievers and the applicable Reliever Charges should be clearly mentioned in the Break-up provided for the Consolidated Rate (in the Price Bid).
9. Monthly payment shall be made based on actual posts/points manned during the month.
10. The COMPANY shall not provide any residential/housing accommodation to the personnel deployed by the Security Agency and the COMPANY shall not bear /reimburse any expenses in connection with the same. The COMPANY will provide only tea for 2 times per person per day or reimbursement of Rs.5 per tea as per actual attendance.
11. The COMPANY will have privilege to contract with the Security Agency and will give instructions to them and will have nothing to do with the Guards/Supervisor or conditions governing their employment with the Security Agency.
12. The Security Agency shall submit all Statutory Returns and provide proof thereof to the COMPANY.

All statutory payments need to be made by the Security Agency for the Security Personnel deployed by them, COMPANY will not be responsible for failure of such payments to the statutory bodies.

13. The Security Agency shall be responsible for any theft/pilferage/ damage of the COMPANY materials, properties or any other incidents involving security or any default. The Agency shall inform the authorized official of the COMPANY immediately of any untoward happening and also submit a detailed report and do the necessary follow-up.
14. The Security Agency shall ensure that the following are provided to the security personnel deployed by them:
- Minimum two pairs of new cotton/terry cotton uniform with all necessary outfits like cap, belt, whistles, etc.
 - One pair of safety shoes and two socks/stockings for each guard.
 - One pair of Gumboots each for use during monsoon season.
 - Raincoat with cap for use during monsoon season.
 - Safety Jackets with reflective tapes should be provided and should also ensure that security guards are wearing the same compulsorily during duty time.
 - Apart from the above, any other welfare/benefits w.r.t to Guard Board rules /acts should be followed and provided.
 - The Agencies will take care of all the Local and Statutory issues. The Agencies will be solely responsible to solve and tackle all local and related issues in connection with the execution of this contract.

15. The Security Agency shall be responsible for proper supervision and control of personnel deployed by them. Security Agency shall ensure that the personnel are disciplined and sober and shall not in any manner cause any nuisance, interference, annoyance to the COMPANY, its business or work of its Officers, employees, workmen, customers, etc. In case of unsatisfactory conduct, behaviour etc, by any of its personnel, the same shall be dealt with proactively by the Agency.
16. The Security Agency shall ensure that full strength of personnel is maintained at all points in time. All personnel engaged should have adequate training in firefighting and first aid service and should make themselves available to meet any emergency service at any point of time.
17. The Director or Branch Manager or Area Manager or Authorised Representative of the Security Agency shall visit the unit at least once a week and personally supervise the personnel posted by them and report to the authorised officials of the COMPANY about the same and satisfy them. They will also carry out such surprise night checks in a routine manner and keep the COMPANY informed about details of such checks and submit the **Visit Report for the same within the following 2 days.**
18. The Branch Manager or Area Manager or Authorised Representative of the Security Agency should conduct **“Monthly Meeting”** with all security guards, supervisors, officers etc and should forward the Minutes of such meetings/Observations etc to the authorised officials of the COMPANY.
19. The company should also submit the police verification certificate for the security guards deployed.
20. The company should engage medically fit security guards who shouldn't be suffering from any infectious disease. The company should also submit Medical Report before engaging the guards, and such certificate should be submitted on yearly basis.
21. The Security agency shall also carry out Fire water line testing on weekly basis, Firefighting training/testing on monthly basis and also mock drills on monthly basis through qualified inhouse or external trainers within their own cost and expenses. The attendance details and training records should be submitted to the authorised officials of the COMPANY within 2 days from the date of such events. This is applicable after commissioning of firefighting systems in the hub.
22. The Security Agency shall adhere to the rules framed by the COMPANY from time to time.
23. The security agency should conduct Fortnightly Meeting with their Security Guards, Security Supervisors and also Security Officer and shall submit a details report to VPLPL/BL Management against the issues and concerns which are discussed. The report should be submitted within 2 days of organizing such meetings.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

The intending tenderers shall meet the following criteria and in order to become an eligible bidder for shortlisting, the following conditions have to be met:

- a) Payment of **Tender Fees of Rs.3000/-**
- b) Payment of **Interest Free EMD of Rs 2.74/- lakhs**
- c) Average Annual Turnover of **Rs. 2.5 Crores** during the last 3 financial years ending on 31.03.2017. Supporting documents regarding turnover, Balance Sheet and Profit & Loss Account or a certificate from a Chartered Accountant, shall be enclosed with Techno commercial Bid (**Annexure-A**).
- d) Tenderer shall have at least **5 (five)** years' experience of providing satisfactory Security Services in **any CFS, Logistics Services & Warehouses within India**. In support of this, copy of relevant Work Order(s) should be enclosed.
- e) The agency should have valid license to engage in the business of Private Security Agency subject to the **Private Security Agencies (Regulation) Act, 2005 (PSARA) / Andhra Pradesh Private Security Agency (Regulation) rules 2008**

- f) The Agency should have valid IT PAN, PF /ESI Registration/GST registration and other Statutory Licences as required for running such Security Agency without which bid will be rejected.
- g) The agency needs to furnish the declaration that they are not black listed by any PSU/Government bodies in past.
- h) The bidder should furnish Bankers Solvency Certificate not more than 6 month old for minimum **Rs 2 crore**.
- i) The bidder should have ISO certification as appropriate for Security Agency.
- j) The party should comply with minimum wages notified by the Ministry of Labour & Employment, Govt. of India applicable for security personnel for the area/location where the unit is situated. A copy of such notification should be submitted along with the offer.
- k) Successful bidder shall submit the indemnity bond as per **ATTACHMENT-III** after award of the order.

2. Submission Of Online Bids

The bids should be submitted in 2 [two] separate parts titled as

**[A] Technical / Commercial Bid [Unpriced] &
[B] Price Bid**

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

4. Acceptance of offers

Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any positions, less than or more than the tendered positions , without assigning any reason thereof. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

- 4.1 COMPANY would like to place order for providing of Security services as mentioned in the Price Bid to a single agency. The overall L1 status will be determined by looking at the total value quoted by the bidder for the number of positions envisaged to be engaged (without considering individual rates quoted for various positions).
- 4.2 COMPANY is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.3 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

5. Price Variation

- 5.1 The rates quoted by the successful agencies must remain valid for the entire period of contract, subject to periodical revision of Security Guard Board/ Government. Circular issued by Government or Security Guard Board should be submitted as proof for any revision in wages allowances etc. with escalation bill / monthly bill.
- 5.2 The quoted rates shall be kept valid for acceptance for a period of minimum 90 days from the date of opening of the price Bid.

6. Notification of Award

Prior to the expiration of the period of Bid validity, VPLPL will place purchase/work order or letter of intent on the successful bidder(s).

7. Contract Period

The Period of contract of will be of two (2) years from w.e.f. date of issuance of our Letter of Intent(LOI)/Work Order(WO), the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions.

8. Earnest Money Deposit (EMD)

- 8.1 Unpriced Part of the Bid should be accompanied by a Demand Draft or Bank Guarantee of **Rs 2.74 lakhs (Rupees Two Lakhs & Seventy Four Thousand only)** towards earnest money deposit (EMD) executed by any scheduled bank drawn in favour of M/s Visakhapatnam Port Logistics Park Limited. Payable at Kolkata as per format enclosed as **ATTACHMENT-I**. EMD submitted by way of Bank Guarantee should be valid for a minimum period of **120 days** after the due date of tender submission.
- 8.2 Earnest Money deposit (EMD) and Tender fee are exempted for vendors registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/services. However, attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted along with the tender.
- 8.3 For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- 8.4 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Work order and the acknowledgment of the same has been received by BL /VPLPL.
- 8.5 EMD is liable to forfeiture in the event of:
- Withdrawal of offers during validity period of the offer
 - Non acceptance of orders by the bidder within the stipulated time after placement of order.
 - Any unilateral revision made by the bidder during the validity period of the offer.
 - Non submission of Security Deposit.
 - Bidders submitting false/fabricated/bogus documents in support of their credentials

9. Security Deposit

- (i) On acceptance of the offer, Vendor shall within **fifteen (15) days**, deposit with Owner an Initial Security Deposit of **5% of the Contract value** and the same shall be in any of the following:
- A)** Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Visakhapatnam Port Logistics Park Limited.
- B)** Bank Guarantee executed by any Scheduled Bank as per proforma enclosed as **ATTACHMENT-II** and shall be valid at least till the completion of work.
- (ii) If Vendor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the Work elsewhere at Vendor's risk and cost. The EMD of the bidder to whom Contract was awarded first, shall be forfeited.
- (iii) No interest shall be payable against Security Deposit.

10. Payment Terms

Payment will be made on monthly cycle basis in the following month within 30 days of submission of bills which is based on number of duties performed during the month and duly certified by COMPANY officials with all relevant supporting statutory documents. Notwithstanding the above, the Agency will be required to make payment of wages within the stipulated due dates prescribed by statute.

11. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agencies directly or indirectly to any person, firm or corporation without the consent in writing from COMPANY. In the event of agencies contravening the conditions, COMPANY shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

12. Indemnity & General Safety

The Agencies will be required to indemnify and keep indemnified the COMPANY against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the COMPANY on account of the faults of the agencies/his workmen/due to malfunctioning of the equipments if any employed by the agencies. The COMPANY may forward the bidder any such claim demand or complaint made by any other person against the COMPANY. In such event, the agencies shall solely be liable for the disposal of the said complaint.

The agencies will be required to Indemnify and absolve the COMPANY of all responsibilities related to employment condition of their employees and should adequately safeguard COMPANY against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, COMPANY will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

In addition to what it is stipulated above the successful vendor shall execute **Indemnity Bond (as per ATTACHMENT-III)**.

13. ESI/PF/Other Statutory obligations:

The Agencies would be required to ensure adherence of all statutory obligations related to their employees who would be working inside VPLPL/Balmer Lawrie premises. On award of the contract, the Agencies shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) **The Contract Labour (Regulation & Abolition) Act 1970**
- b) **The Employees Provident Funds and Miscellaneous Provisions Act 1952**
- c) **The Employees State Insurance Act 1948**
- d) **The Minimum Wages Act 1948**
- e) **The Workmen Compensation Act 1923**
- f) **Industrial Disputes ACT, 1947**
- g) **Equal Remuneration ACT, 1976**
- h) **Employees Compensation Act, 1923**

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by the Agencies at the COMPANY's premises.

The personnel deployed in the COMPANY's premises by the Agencies shall be fully qualified in all respects to carry out the activities for which he/ she has been deployed.

The agencies shall equip the personnel deployed by him in the COMPANY'S premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by the Agencies for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, EPF, etc. for the personnel deployed by him in the COMPANY'S premises along with the ESI/EPF numbers allotted to them. Cost if any, incurred by the COMPANY in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the agencies

14. Manpower:

The Agencies should ensure that the employees deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the COMPANY while working inside the MMLH.

It is clearly understood that the employees engaged by the Agencies are his own employees and not employees of the COMPANY. Agencies employees should not ask any salary or job or any favour from BL. The Contactor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards. BL will not responsible for any IR related issues with the Agencies personnel.

15. Termination

The contract can be terminated by either party by giving 3 (three) clear months notice in writing. However in case of serious breach of contract by the Agencies the COMPANY reserves the right to terminate the contract without notice:

- A. If the Contractor shall commit a breach of any of convenient and stipulations contained in the agreement and fail to remedy such breach within three days of the receipt of a written notice from the VPLPL/BL in this regard.
- B. (i) Upon the death or adjudication as insolvent of the contractor if be as indicated.
(II) Upon the dissolution of partnership of the contractors firm or the death or adjudication as insolvent of any partners of the firm if the party be a firm.
- C. If any attachment if levied and/or continued to be levied for a period of seven days upon the effects of the contractor or any individual partners for the time being of the Contractors firm.
- D. If a receiver shall be appointed of any property or assets of the Contractor or of any partner if the Contractor is Partnership Firm or Director if the Contractor is a Company.
- E. If the license issued to the Contractor by the relevant authorities is cancelled or revoked.
- F. If the contractor does not adhere to the instructions issued from time to time by VPLPL with safe practices to be followed by him in carrying out various jobs assigned to him.
- G. If any information given by the contractor shall be found to be untrue or incorrect in any material particular.
- H. The contractor shall either himself or by his servants, Agents, Commit or suffer to be committed any act which in the opinion of Location-in-Charge, _____ whose decision shall be final, is prejudicial to the interest or good name of the VPLPL or its product/service, the Location-in-Charge, _____ shall not be bound to give reasons for such decisions.

16. Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within

twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

16. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Director, Visakhapatnam Port Logistics Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract

DECLARATION (TO BE FILLED BY BIDDERS)

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No MMLH/SECURITY/PT/30 and hereby confirm our acceptance of the same.

Place:	Signature of Tenderer	:
Date:	Name & Address	:
	Telephone Nos	:
	Office	:
	Fax Nos.	:

For any Technical clarifications / queries Tenderers are requested to contact **Sri Ratikanta Panda** (Mobile no. 9861951649, e-mail: panda.d@balmerlawrie.com) (from 10.00AM to 06.00PM Monday – Friday and 10.00AM to 3:00PM on Saturday).

For Balmer Lawrie & Co. Ltd.

**Manas Kr. Ganguly
COO-(L)**

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of COMPANY) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed/uploaded	
10	Whether copy of latest Income Tax Return enclosed	
11	GST Registration. No.	
12	Whether copy of Service Tax Registration certificate enclosed	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

PART-II (PRICE BID)

We give our quotation for entering into an agreement / contract for providing Security and Gate pass arrangement for your VPLPL at Visakhapatnam:

Description -----	Consolidated amount per month per person for 8 hrs duty [Inclusive of all charges] -----
[A] Security Supervisor	Rs _____
[B] Security Guard	Rs _____
[C] TAXES, IF APPLICABLE (PLS MENTION NATURE & RATE)	_____

Note:

- (1) Give break-up of Consolidated Rate for each category as per schedule of Rates [B] In a separate sheet [as shown below].
- (2) In case of short period engagement, pro-rata calculation based on No. of Duties will be done.

Place: Signature of Tenderer :

Date: Name & Address :

BREAKUP OF CONSOLIDATED RATE

SCHEDULE OF RATES [B]

<u>RATE FOR SECURITY SUPERVISOR-</u> <u>[TIME 8 HOURS' DUTY PER DAY / PER SHIFT]</u>			
<u>S. No.</u>	<u>Description</u>	<u>Rate [Rs.] Per Month</u>	<u>Remark, if any</u>
1	Minimum Monthly Wages (As per Central Government) Applicable as on date of submission		
2	Employees States Insurance (ESI)		
3	Employees Provident Fund (EPF)		
4	Bonus @ 8.33%		
5	Other Allowance if any		
6	Uniform Allowance		
7	Total (1 to 6)		
8	Reliever charge [1/6 th on 7]		
9	TOTAL [7+8]		
10	Services Charge		
11	TOTAL [9+10]		
12	GST (as applicable)		
13	Grand Total		

Place :

Signature :

Date :

Name :

Designation :

Seal :

RATE FOR SECURITY GUARD – [TIME 8 HOURS' DUTY PER DAY / PER SHIFT]			
S. No.	Description	Rate [Rs.] Per Month	Remark, if any
1	Minimum Monthly Wages (As per Central Government) Applicable as on date of submission		
2	Employees States Insurance (ESI)		
3	Employees Provident Fund (EPF)		
4	Bonus @ 8.33%		
5	Other Allowance if any		
6	Uniform Allowance		
7	Total (1 to 6)		
8	Reliever charge [1/6 th on 7]		
9	TOTAL [7+8]		
10	Services Charge		
11	TOTAL [9+10]		
12	GST (as applicable)		
13	Grand Total		

Place :

Signature :

Date :

Name :

Designation :

Seal :

ATTACHMENT - I
PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

Visakhapatnam Port Logistics Park Limited
21, Netaji Subhas Road
Kolkata – 700 001

Whereas (Name of the bidder) (hereinafter called “the Bidder”) has submitted its bid for the (purpose) (hereinafter called “the Bid”) against Tender reference No. dated M/S. VISAKHAPATNAM PORT LOGISTICS PARK LIMITED., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs..... (Rupees only) (hereinafter called “the said amount”) as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in consideration of the premises we, (Name of the Bank) having our office at(address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we,(name of the Bank) of(address of the Bank) having our office, inter alia, at (hereinafter called “the Bank”) are bound unto VISAKHAPATNAM PORT LOGISTICS PARK LIMITED.....(address) (hereinafter called “the Purchaser”) in the sum of Rs. (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this day of

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein :

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only)
- ii) This Bank Guarantee shall be valid upto
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)

We, (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of granted to him by the Bank.

Your faithfully,

(Specimen Signature)

ATTACHMENT – II

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

Visakhapatnam Port Logistics Park Limited.
21, Netaji Subhas Road
Kolkata – 700 001

Dear Sir,

That Messrs/Mr.(set out full name and address and constitution of the Vendor) (hereinafter referred to as "the Vendor") filed their/his/its quotation against your Tender being Tender No. dated (hereinafter referred as "the said Tender") for the work (set out the purpose of the job) and in pursuance thereto an Order being No. dated (hereinafter to as "the Order") was issued by you to the Vendor.

The conditions of the said Tender, inter alia, requires that the Vendor shall pay a sum of Rs..... only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. (set out full name of the Vendor) have/has approached us and at their/his/its request and in consideration of the premises We (set out full name of the Bank) having our office, inter alia at (state the address of the Bank) have agreed to give such guarantee in the manner following :

1. We, (set out full name of the Bank), hereby undertake with you if default is made by Messrs/Mr. (set out full name of the Vendor) in performing any of the terms and conditions of the Tender and/or in payment of the security deposit or any other or in payment of money payable to you. We,(set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs..... (Rupees only) or such portion thereof not exceeding the said sum as you may demand from time to time.

2. We, (set out full name of the Bank), further agree with you that you hereunder to adopt any mode for realisation of your dues from the Vendor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. (set out full name of the Vendor), or to extend time of performance by Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Vendor and to forbear or enforce any of the terms and conditions relating to the Contract and we, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Vendor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs..... (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.

4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. (set out the full name of the Vendors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,

5. Our liability under this guarantee is restricted to Rs. (Rupees only).

6. Our guarantee shall remain in force and effect until (set out the date of expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and we, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.

7. We , (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

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8. We, (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the day of granted by the Bank.

Yours faithfully,

Dated : (Place)

.....(Date)

.....
(Signature of Officer on
behalf of)

(Set out name of the Bank)

ATTACHMENT-III

(On Stamp Paper of appropriate value - to be typed in double spacing)

INDEMNITY BOND / UNDERTAKING FOR STATUTORY PROFORMA 'A' (To be executed if Applicable on obtaining work order)

From: M/s. _____ (Contractors)

To: M/s. Vishakapatnam Port Logistics Park Limited

Subject: (1) Work Order No. _____, dated _____ (2) Agreement No. _____, dated _____

THIS INDEMNITY BOND/ UNDERTAKING executed at thisday of 2006 by Messers hereafter called the "Contractors" (which expression shall mean and include if the context so admits, the partners or partner for the time being of the Firm and their or his respective heirs, executors and administrations its successors and assigns in law) in favour of Vishakapatnam Port Logistics Park Limited. a Company incorporated under the Company Act I of 1956 and having its Registered Office at 21 N S Road Kolkata-700001 and with their Multi modal logistics Hub at _ Vishakapatnam _____ hereinafter called "the Company" (which expression shall include its successors and assigns in law).

WHEREAS the Company, desirous of having executed certain work specified in the work order No. _____ dated _____ issued by the Company on the Contractors has caused drawings, specifications and bill of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the Contractors have agreed with the said work Order upon certain terms and conditions provided in the Agreement executed between the Contractors and the Company and also contained in the General Conditions of contract attached thereto.

AND WHEREAS the Contractor are bound by law to comply with the provisions of various Labour Laws like Minimum Wages Act 1948, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, Contract Labour (Regulation and Abolition) Act 1970, Employee's Compensation Act 1923, Employees State

Insurance Act as also the Provident Fund Act providing for Provident Fund Act Scheme for labourers engaged by the Contractors but amenities and facilities to the workers under the different labour laws, not only the contractors but also the Company as the principal employer becomes liable for the acts of omission and commissions by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Company as stated hereinafter.

The Contractor hereby undertake to furnish a certificate with regard to the number of labourers employed by them in the Company in other ordination throughout the country to the Location in-charge of the Company where the work is being executed by the Contractors.

The Contractors hereby confirm and state that they undertake to furnish the license under Contract Labour (Regulation and Abolition) Act 1979 as amended from time to time, if applicable, from the competent authority to the Company's

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representative.

The Contractors hereby undertake to keep proper record of attendance of his labourers and provide a copy of pay sheets to the officer nominated by the Company for Supervision of payment of wages made to the labourers by the contractors.

The Contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of labourers as a member of Provident Fund. The Contractors further confirm that they are aware of the provisions and that they are obliged to recover Provident Fund contribution from the eligible labourers engaged by them and after adding their own contribution, remit the same to RPFC. The contractors state and confirm that are fully aware of their obligation remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and that they have obtained a separate code number from the Regional Provident Fund Commissioner which is bearing Sanction No. dated _____ from _____ RPFC.

The Contractors will afford all opportunities to the Company whenever required to verify that the Provident Fund is actually deducted by the Contractors from the wages of the labourers and the same together with the Contractors' contribution has been duly remitted by the Contractors to the concerned P.F. Commissioners. The Contractors also undertake to provide photocopy of the receipt issued by the concerned P.F. Commissioner for having received the P.F. contribution from the Contractors.

In the event the location in-charge of the Company is not satisfied about the payment of wages made and the recovery of P.F. etc. from the labourers employed by the

Contractors, the Contractors hereby agree and authorize the contractor's complete all their obligations.

7. Notwithstanding the provisions contained in clause 6 above, the Contractor hereby undertake and authorize the Company to recover dues payable by the Contractors to the labourers employed by them as also amounts on account of P.F. contributions (including the Contractors' contribution) as also all losses, damages, costs, charges, expenses, penalties from their bills and other dues including the security amounts.
8. The Contractors hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Company duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceeding which the Company may incur, suffer or be put to.
9. The contractors hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of the terms and conditions contained in the tender document and the work order and also the Agreement executed by the Contractors with the Company.
10. The Contractors hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Company's benefit and for the benefit of its successors and assigns.

Date:

Witness (1) (Full address)

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Witness (2) (Full address)

Yours faithfully,

Contractor's Name and Signatures _____

(Self Adhesive non-judicial stamp of appropriate value to be affixed) DECLARATION

Subject: Contract/Work Order No. _____ dated _____ 1. We shall

- a. Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
 - b. Be responsible for and arrange and bear costs of such equipment, cleaning materials, uniforms and other paraphernalia necessary to render effectively the service required by the Company.
 - c. Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Company under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the services of any of our employees and to substitute any person instead.
 - d. Comply in all respects with the provisions of all statutes, rules and regulations applicable to us and/ or to our employees and in particular we shall obtain the requisite licence under the Contract Labour (Regulation and abolition) Act 1970 and the rules made thereunder.
 - e. Ensure that our employees while on the premises of the Company or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by the Company or its authorized agents and the Company shall be the sole judge as to whether or not we and/or our employees have observed the same.
 - f. Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Company.
 - g. Ensure that our employees will not enter or remain on the Company's premises unless absolutely necessary for fulfilling our obligations under the contract.
3. Not do or suffer to be done in or around the premises of the Company anything whatsoever which in the opinion of the Company may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Company.
 4. Not do so suffer to be done in or about the premises of the Company any thing whereby any policy of insurance taken out by the Company against loss or damage by fire or otherwise may become void or voidable.
 5. Be liable for and make good any damage caused to the Company's properties or premises or any part thereof or to any

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fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.

6. Indemnify and keep indemnified the Company, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may now or hereinafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of the terms and conditions of the contract. Without prejudice to the Company's other rights, the Company will be entitled to deduct from any compensation or other dues to us, the amount payable by the Company as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Company's property is made liable to pay any damages or compensation in respect of such employees, we hereby agree to pay to Company such damages or compensation upon demand. The Company shall also not be responsible or liable for any theft, loss, damages or destruction of any property that belongs to us or our employees lying in the Company's premises from any cause whatsoever.
2. It is hereby declared that we are, for the purpose of this contract independent contractors and all persons employed or engaged by us in connection with our obligations under the contract shall be our employees and not of the Company.
3. On the expiration of the contract or any earlier termination thereof, we shall forthwith remove our employees who are on the Company's premises or any part thereof
4. failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave the Company's premises, the Company shall be entitled to remove all persons concerned (if necessary by use of force) from the Company's premises and also to prevent them (if necessary by use of force) from entering upon the Company's premises.
4. We hereby undertake and declare that, in the event the workmen/employees/ person engaged by us ("the Contractors' employees") to carry out the purpose hereof, attempt to claim employment with the Company or attempt to be declared as employees of the Company or attempt to become so placed, then in all such cases, we shall assist the Company in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempt and in any appeal or appeals filed by the Company therein or relating thereto AND we hereby indemnify forever the Company against all such costs, charges and expenses including legal charges and against all and any loss, expenses or damages, whether recurring or not, financial or otherwise, caused to or incurred by the Company, as a result of such attempt by the Contractors' employees.
5. It is hereby agreed that the Company shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious liability to the Company against any money payable or due from the Company to us against any money lying or remaining with the Company and belonging to us or any our partners or directors.

To be witnessed by Notary

Contractor's Signature or Authorized Attorney