



PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. & Corporate Office,
"Paschim Gujarat Vij Seva Sadan"
Off Nana Mava Main Road, Laxmi Nagar, Rajkot-360004.
Phone No : 0281-2380425, 0281-2380427 Fax : 0281-2380428
CIN : U40102GJ2003SGC042908

Website : <http://www.pgvcl.com>

e-Mail : info.pgvcl@gebmail.com



SPECIMEN OF TENDER

Chief Engineer (Tech), Paschim Gujarat Vij Company Limited invites **on-line Tenders**. Tender Papers & Specifications may be down loaded from the Web Site. Demand Draft of Tender Fee may be submitted alongwith submission of Tender in Earnest Money Deposit (EMD) Cover, for the respective Tender. All the relevant documents of Tenders to be submitted physically (in hard copy) will be received only by Registered Post A. D. or Speed Post addressed to The Chief Engineer (Tech), Paschim Gujarat Vij Company Limited, Registered and Corporate Office situated at Nanamava Main Road, Laxminagar, Rajkot. No Courier Service or Hand Delivery will be allowed.

| | |
|---|---|
| Tender No. | PGVCL/Tech/Vigilance/Security/IC&O&M/2017/03 |
| Description | Providing Security guards (Un-armed Ex-Servicemen) on contract basis for the protection of Installation Checking Squads and O&M Squads under PGVCL for the period of 2 years. |
| Estimated Cost (in Rupees) | Rs. 12,89,16,601=20 |
| Tender Fee (Non-refundable) | Rs. 15,000/- + 18% GST = Rs. 17700/- |
| Earnest Money Deposit Amount (Refundable) | Rs. 12,89,166=00 (1% of Estimated cost) |
| Last date & time for on-line submission of Tender | 25-09-2017 Time: 18.00 |
| Last date & time for submission of relevant documents physically by RPAD / Speed Post only. | 27-09-2017 Time: 18.00 |
| Date and time of opening of EMD Cover Documents and Technical bids. | 28-09-2017 Time: 12.00 |
| Date and time of On-line Opening of Technical Bid, if EMD condition is fulfilled. | 03-10-2017 Time: 13.00 |
| Date and time of On-line Opening of Price Bid (Tentative if possible) | 18-10-2017 Time: 13.00 |

NOTE:

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) Code solutions-A division of GNFC Ltd., 403, GNFC Info tower, S.G. Road, Bodakdev
Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512, 516, 517, 525), Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

IMPORTANT :-

- (1) All the relevant documents as per requirement of the Tenders also to be submitted physically alongwith the Tender Fee, EMD Cover in Sealed Cover on or before the due date and time. All such documents should be strictly submitted by Registered Post AD / Speed Post only on or before due date. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.
- (2) Any deviation found in Data / Documents between On-line Offer (e-Tendering) and physically submitted documents (Tender Document Fee, EMD, Technical and Commercial documents, etc.) of Bidder, offer of the same Bidder will not be considered and no any further communication in the matter will be entertained.

(3) Mode of payment of Tender Fee :-

Tender Fee will be accepted by DEMAND DRAFT of any Nationalized Bank in favour of the PGVCL payable at Rajkot.

(4) Mode of payment of Earnest Money Deposit:-

- (i) Earnest Money Deposit is payable either in DD or by Bank Guarantee in favour of PGVCL payable at Rajkot on any Scheduled/National Bank decided by the GoG time to time.
- (ii) No interest will be allowed on any of the above Deposit; &
- (iii) Earnest Money will be liable to be forfeited, if (1) If Tender is withdrawn during validity of the offer and (2) The Tenderer fails to deposit the Security Deposit.

(5) Submission of Technical Bid:

The technical bid in sealed cover has to reach this office invariably on or before **27.09.2017, 18:00 Hrs.** by RPAD / Speed post only. No Tender shall be accepted / opened in case of receipt of tender after due date and time as mentioned in the tender document; irrespective of delay due to Postal Services or any other reason and PGVCL shall not assume any responsibility for late receipt of Tender.

(6) Opening of Technical bids:

- (i) The EMD cover & Technical bids shall be opened on the due date in the presence of all bidders / their representatives, if present. At first, the officers concerned shall open EMD Cover (Envelope: 1) and after fulfillment of Tender Fee & EMD conditions, the Technical Bid cover (Envelope: 2) with detailed specification shall be opened.
- (ii) Tender shall be valid for 120 days from the date of opening of the Technical Bid.
- (iii) Tenders not received in sealed cover shall be rejected forthwith. If a holiday is declared on the date of opening of the tender, the date of opening shall be the next working day.
- (iv) EMD shall be returned to unsuccessful bidders within 15 days of placement of order and to successful bidder it should be refunded after submission of SD.

PREQUALIFICATION CONDITION (Technical Bid)

The Tenderers / Bidders have to furnish / enclose the following documents for subject work along with the Technical Bid of their offer otherwise their offer will liable to be ignored without any reference / correspondence.

1. Photocopy of Professional Tax Number certificate.
2. Party shall have to submit the Latest Bank Solvency Certificate of at least 20% of estimated cost .(Not more than one year old)
3. Certified copy of P.F. Code Number is to be attached.
4. Certified copy of Group Insurance Policy.
5. Party shall have to certify that the submitted Tender is "UN CONDITIONAL".
6. Income-tax Number & Certified copy of PAN Number of the firm.
7. Certified copy of Labour License Number.
8. Certified copy of GST Registration Number.
9. Certified copy of last executed order for the same work.
10. Satisfactory Experience Certificate from subsidiary companies of GUVNL / other reputed organizations (Central PSUs / State PSUs / Central Government Offices / State Government Offices / Judicial Offices / Banks)
11. ESI Number.
12. Documents of ownership of the bidding firm. The bidder has to submit the memorandum of Association / Articles / Partnership deed.
13. Please mention the % of Ex-service man of total requirement can be supplied by the firm in check list.
14. Please mention the complete correspondence address of the registered office of the firm.
15. The bidder must have turnover of at least Rs. 1 Crore in the previous Financial Year. The bidder has to submit the copy of balance sheet audited by Chartered Accountant.
16. Certified copy of License Number under Private Security Agencies Regulation Act - 2005 (PSARA 2005).

CHIEF ENGINEER (Tech)

Contractor's Signature
with Seal & Date.

SPECIAL TERMS AND CONDITIONS:

1. **The duration of order will be for 2 years.** The Company can terminate the contract by giving **three months'** Notice over during the currency of the contract and if the performance of the Contractor is found unsatisfactory and also if the Contractor violates any of the conditions of the contract mentioned herein.
2. The Contractor upon receipt of the order shall have to supply all the Guards as per order within 30 days. If agency violates the order condition at any time, the contract will be cancelled with a notice period of three months and forfeit the security deposit.

Nature of duties to be performed by Security Guards provided by the Contractor shall be as under.

"To provide security to Installation Checking Squads and O&M Squads under PGVCL", as per the directive of the Security Head/Office Head.

3. The Contractor has to engage personnel from the group of ex-servicemen as specified by DGR, New Delhi, retired personnel from Indian Army, Indian Air Force & Indian Navy including BSF, CRPF, CISF and Assam Rifles only. Agency is expected to provide minimum 20% Ex-army personnel.

| Sr. No. | Description | Qty | Agency | Minimum Wages for Civilian Guards as on Dt.10/8/2017 |
|--|--|------------|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Providing Ex-service man military round the Clock (Un-armed) for Zone-I (Municipal Area) | 264 | Directorate General of Resettlement (New Delhi) | Rs.11064.25 |
| 2 | Providing Ex-service man round the Clock (Un-armed) for Zone-II (Area other than those included in Zone-I) | 185 | | Rs.10774.61 |
| Minimum admissible service charge is 5%. The bidder quoting less than 5% will be disqualified. | | | | |

However, following must be ensured by the subsidiary Companies:-

- (a) The Security Agency must submit Bank Account Number, Copy of the Pass Book in respect of each Security Guard.
- (b) The Security Agency must pay monthly salary to the concerned Security Guard through Bank (RTGS) only and the Agency shall furnish in the subsequent month details of Bank (RTGS) payment made in the respective Salary account.
- (c) The Security Agency must submit every month Bank Statement of salary deposited for previous month, statutory deductions and payments made to EPF, ESI Authorities etc. The payment in the subsequent month will be made only if the agency submits the above details / Challans and it will be responsibility of the concerned approving / disbursing officer to ensure the same.

- (d) The Security Agency must distribute 02 (two) pairs of Uniform and other articles e.g. Raincoat, Shoes in presence of MD or Senior Officials every year.
- (e) The Security Agency which fails to comply with the statutory provisions and payment of necessary contributions to be considered for Stop Deal.
- (f) The Security Agency at the beginning of the Contract must submit the list of ex-service Man, Ex-para military man, Police Personnel along with proof like relieve order issued by Armed Force, Para-military force or Police Force and the Identity Proof.

Payment of rates for various categories shall be applicable as declared by above Agencies from time to time. The Agency shall be reimbursed the difference of rates in case of increase by the Appropriate Authority. In case of decrease in the wages it will be adjusted in next bill.

The Ex-para military men shall be paid wages as per ex-serviceman. The ex-police man will be paid wages as per civil guards. Civilian guards shall be paid wages at the rate of minimum wages fixed by labour department of Govt. of Gujarat from time to time.

Ex-Servicemen shall be paid 40% higher wages than the Minimum Wages declared by the Labour & Employment Department, Govt. of Gujarat applicable for Civilian Guards instead of DGR rates.

The Agency shall have to provide minimum / maximum Guards as follows.

| Sr. No. | Category of guards | Percentage |
|---------|-------------------------------|--------------|
| i | Ex-servicemen | Minimum 20%. |
| ii | Ex- police / paramilitary men | Maximum 40% |
| iii | Civil guards | Maximum 40%. |

In case an agency quotes higher percentage than minimum, it will be the minimum percentage for said agency during the contract & not as mentioned in above table.

Retired Policeman/ex-Paramilitary must have completed 20 years pensionable service.

If agency violates the above / order condition, the agency will have to make up the short fall within 15 days failing which the order shall be liable to be cancelled and forfeit the Security Deposit etc. and / or the Company will have the right to engage the required number of persons from other sources at the risk and the cost of the Contractor.

Techno-financial Evaluation of the bid

The following are the Criteria for technical evaluation

| Sr. No. | Criteria | Max marks | Details | Marks to be allotted |
|---------|--|-----------|----------------------------------|----------------------|
| 1. | Experience of satisfactory service with GUVNL / its subsidiary Companies | 25 | Up to 2 years. | 5 |
| | | | More than 2 but up to 4 years. | 10 |
| | | | More than 4 but up to 6 years. | 15 |
| | | | More than 6 years up to 8 years. | 20 |
| | | | More than 8 years. | 25 |

| | | | | |
|-------------|--|-----|--|----|
| 2. | Experience of satisfactory service with other reputed organizations* | 25 | Up to 2 years. | 5 |
| | | | More than 2 but up to 4 years. | 10 |
| | | | More than 4 but up to 6 years. | 15 |
| | | | More than 6 years up to 8 years. | 20 |
| | | | More than 8 years. | 25 |
| 3. | Ownership of the agency** | 25 | Agency Owned by Ex-Military Officer (Commissioned Rank). | 25 |
| | | | Agency Owned by Non Commissioned Rank Officers. | 15 |
| | | | Agency run by Ex-Paramilitary or police officer/man/woman. | 10 |
| | | | Agency runs by Private Agency. | 0 |
| 4. | Supply of Ex-servicemen | 25 | Agency offering ex-service man more than 40%. | 25 |
| | | | Agency offering ex-service man between 20% to 40%. | 15 |
| Total Marks | | 100 | | |

* The word "Other reputed Organizations" means Central PSUs / State PSUs / Central Government Offices / State Government Offices / Judicial Offices / Banks.

** The benefit of this criterion shall be given to those Public Limited / Private Limited Companies / firms in which more than 50% shareholding / partnership is owned by Commissioned Officer / Non-Commissioned Officer / Ex-paramilitary Officer / Retired Policemen. The bidder shall have to provide copy of Memorandum of Association / Partnership deed and retirement order in support of 3 as above.

Note: For evaluation of point No. 1 above:

There should not be any complaint regarding non-compliance of the Statutory provisions, late payment of salary & wages, less payment of salary and wages, not providing Uniform Articles etc. If any complaint was received in past and if any substance was found and not solved within 2 months during the contract period, the respective year shall be excluded from the number of years for satisfactory service.

The maximum total of all above four points is 100. Each bidder will be given marks for each point and the summation of all points will be considered as marks obtained out of 100.

Based on marks obtained in technical evaluation and price bids a techno-financial evaluation shall be made of all the bids and the bidders shall be ranked as L1, L2, L3....etc. i.e. Financial implication of total unit end cost including GST quoted by the bidder will be divided by marks obtained in technical evaluation on 4 parameters mentioned in clause No. 3. The lowest ratio will be considered as L1.

4. **Physical fitness & Age criteria:**

For Ex-service men as specified by DGR (New Delhi)

Age Limit : Minimum 20 Years, Maximum 60 Years.
Height : Minimum 5'- 6"
Weight : Not Less than 50 Kg.
Chest : Minimum 32"

- Education : Minimum 8th Std. Pass and should be able to read & write Gujarati Language
- Eligibility : Ex-servicemen as specified by DGR, NEW DELHI should be retired personnel from Indian Army, Indian Air Force & Indian Navy including BSF, CRPF, CISF, Assam Rifles only.
- BMI : Body Mass Index – 26.

They should be physically fit and mentally alert and should be able to run a kilometer in three minutes.

APPOINTMENT ORDER :-

The Agency shall provide the personnel meeting with the Company's / requirement as shown herein and the Agency will have to furnish a copy of appointment order issued by them to the individual ex-service Security Guard as and when deployed for the assignment of the Company.

The Contractor should submit Character Certificate of all personnel at the time of engaging and Police Verification for each personnel within one month. Discharge Book of all ex servicemen should be submitted duly verified before starting the Security Contract.

5. **Payment to Contractor:** - Payment will be made on monthly basis upon raising bill by the contractor which shall be recorded in MB & RA bill by Authorized Officer of the Company. Payment will be made by the concern Office of the Company after fulfillment of above. The contractor shall have to submit the challans of payment of various statutory dues like PF / ESI / GST etc. of previous month along with bill of current month.
6. All the persons engaged by Contractor shall be on the Contractor's Payroll and the Contractor shall have to disburse wages through Banks (RTGS) only to the personnel engaged as per prevailing rates finalized by Labour commissioner, Government of Gujarat from time to time. The Contractor should also indicate the names along with the wages paid to them through RTGS and submit one copy of the payment sheet and Xerox Copy of the Register as proof for record / verification.
7. The Agency shall provide the daily attendance sheet of such Guards to the Authorized officer of the Company. The Contractor will be paid only for the period, his staff remains present as per the attendance statement given to the Company's responsible Officer. The charges of the staff will have to be reduced for the number of days of absence from duty.
8. The Contractor shall have to make his own arrangement for residential accommodation, conveyance, furniture, etc., for his Security Staff. The Company will not make any payment for such arrangements during the stay of the personnel at the Headquarter. However, accommodation will be provided wherever it is available at the existing rates of the Company.
9. **Security Deposit (Refundable):** - The Contractor shall deposit with the Company an amount equivalent to 5% of the total order value as Security Deposit by DD or by Bank Guarantee of any of the Nationalized Banks as per Govt. GR No. EMD / 10 / 2015 / 508 / DMO dated 27.4.2016 **(To be**

changed every year as per GoG) within 21 (twenty one) days of date of Letter of Intent / Letter of Acceptance, as per Company's Rules. **No interest will be paid on Security Deposit.**

The said Guarantee covering the period of successful execution of the contracts must be invariably submitted within 21 (twenty one) days from date of Letter of Intent / Acceptance i.e. before placement of order, otherwise the Lol / LoA will be out rightly cancelled and the EMD will be forfeited without entering into any correspondence and this will be binding on the bidder. An agreement also has to be signed between the successful bidder and Company & then order will be placed.

10. The Company shall be at liberty to deny the entry to the Contractor's person / persons in the premises of the Company if there is complaint against person / persons for whatever reason including non integrity, misconduct, non committing, misbehavior displayed, and in that case, such type of person / persons should be withdrawn immediately from Company's assignment on written request from the Authorized Officer of the Company.
11. The Company shall not be liable to pay any charges other than agreed upon in this Contract. Weekly off reliever or substitute or overtime or any kind of financial burden will not be paid by the Company whatsoever it may be. All such payments, i.e. overtime etc. as per statutory provisions of the Act applicable from time to time should be borne by the Contractor, if the Contractor engages any security personnel for more than eight hours on any day, no any escalation will be paid by the Company.
12. The Contractor shall deploy his staff as per requirement, which may vary from time to time.
13. The Contractor shall have to reduce or increase the security personnel as per the requirement of the work for the duration indicated from time to time and the payment will be made to the Agency for the actual number of personnel deployed at the same rates agreed by the Company against this Tender.
14. The Contractor shall have to provide security uniform, badges, clubs (Lathi), torches, shoes and required kits etc. in consultation with the Authorized Officer of the Company for proper identification. The Security Agency must distribute 02 (two) pairs of Uniform and other articles e.g. Raincoat, Shoes in presence of MD or Senior Officials every year.
15. All other general terms and conditions of the Contracts Company's shall be applicable to this contract also.
16. The Contractor should provide copies of Discharge / Release Certificate of ex-army / Paramilitary personnel, Personal bio-data with photographs of all such ex service personnel to be deployed before starting the contract activity.
17. The Security Head / Head of the concern office / Dept. concern, only will have the right to check the physical standards, educational qualifications and age limit, service records and antecedents before allowing a particular person retained by the Contractor for security. The party shall hand over copies of such records of security men at the commencement of the contract.

- 18.** The Agency shall provide full information, to the Company, of the personnel to be deployed, which shall include:-
- (i) Tampered proof photo copy of PAN Card;
 - (ii) Full name [Photo copy of Ex-serviceman Card or photo copy of Retirement / Release Order];
 - (iii) Details of his native place with proof of address;
 - (iv) Name of Bank, Branch & Bank Account Number; &
 - (v) Declaration of Guard that he was not dismissed from Military/Police Department along with antecedents of each personnel as well as local Police Station where he was posted.
- 19.** As the matter of Security Department is a crucial, the Contractor's security men shall be deployed at given points after prior permission from the Company. No Contract security men will be shifted or inducted without prior permission and consent of Authorized Officer of the Company.
- 20.** Neither part of the contract nor any share of interest therein, shall in any manner or whatsoever, be transferred or assigned or subject to any person, firm or corporation, by the Contractor directly or indirectly.
- 21. (a)** The Contractor shall be responsible for proper behavior of the persons employed by him and exercise control over them. He shall also be bound to prohibit and prevent his employees for taking any direct or indirect interest and / or support, assistance, maintaining or helping any person or persons engaged in any anti-social activities, demonstrations, riots, agitations, which may in any way be detrimental or prejudicial to the interests of the Company, proprietors or occupiers in the neighborhood. In such events the Contractor not jeopardize the interest of the Company in any manner, i.e. by any commission and the Company shall be indemnified by the Contractor against any consequential claims, actions, suits, proceedings, loses or damages on any grounds whatsoever. The Contractor shall be solely responsible and liable for any commission / commission by his personnel, which may lead to any proceedings in the Court of Law against the Company or claim for payment of damages / loss of property of any citizen.
- (b)** All persons of the Contractor entering in the work premises shall be properly and neatly dressed and shall wear badges while working in the Company premises, including work site.
- 22.** Any failure on the part of the Company at any time of enforcement of strict observance of the performance of any of the terms and conditions of this Contract, exercise of any rights mentioned in the contract, shall not constitute a waiver of such terms and conditions of rights and shall not affect or deprive the Company of exercising the same at any later date.
- 23.** The Contractor employing more than ten workmen on any day of the preceding six months as contract labour shall be required to obtain requisite License at his cost from the appropriate Licensing Officer before undertaking contract work. The Contractor shall be solely liable and responsible for short compliance with the requirements under the Contract Labour (Regulation and Abolition Act) 1970 and Rules therein.

24. The Company shall not be liable in any respect for damages or compensation for any injury or for any occupational disease particular to the employment to any person engaged throughout the contract and the Contractor shall keep the Company indemnified thereof by obtaining insurance of his security men.
25. The Contractor shall ensure that all persons are provided with the protective clothing like helmets, gloves, safety shoes etc., as may be required from safety point of view and all his persons shall follow the instructions issued by the Company from time to time in connection with Safety and Security.
26. Each Security Guard provided by the Contractor should display Photo Identity on his chest and should bear ex. army badge on both arms and the same Pattern worn by guards of regiments.
27. If during the currency of the order, the proportion of Ex-service man / Ex-para military / police personnel falls below as quoted by the firm in technical bid / order, the agency will have to make up the short fall within 15 days failing which the order shall be liable to be cancelled and forfeit the Security Deposit etc. and / or the Company will have the right to engage the required number of persons from other sources at the risk and the cost of the Contractor. The Contractor shall be liable to the Company for all consequential losses / damages / additional expenses etc. incurred by the Company on account of breach of contract.
28. Final payment will be made only after satisfactory performance of the Ex. Servicemen provided by the Contractor. Monthly bills shall be paid as per provisions contained in and subject to tender terms and conditions.
29. For any reasons whatsoever and of which the Company shall be sole judge, the Company may terminate this contract by giving the Notice of three months and the Contractor and his personal shall vacate the site / work place on the expiry of such period. In the event of such termination of contract, the Contractor shall be paid, for all the work executed up to the period of termination, including refund of Security Deposit, subject to deduction of any dues penalties with GST, other recoveries etc. within a period of two months at the direction of the officer in charge.
30. The Contractor shall be liable to compensate for making good all the damages / losses arising out of theft, breakage, pilferage of any office furniture, equipment, fittings and fixtures whatsoever as may be caused directly or indirectly by the persons engaged through him.
31. Contractor shall exclusively be liable for non compliance of any Acts, Laws, Rules and Regulations applicable from time to time having over engagement of workers directly or indirectly or execution of work and Contractor hereby undertakes to indemnify the Company against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Payment of Wages Act, Workmen's / Employees Compensation Act. Fatal Accident Act, Employees Provident Fund Act, Family Pension Scheme, Deposit Linked Insurance Scheme, or any other Act or statute herein not specifically mentioned, but having direct or indirect applicable to the persons engaged in this contract.

32. During the period of contract, Contractor himself or his authorized representative shall be required to remain present at site, so that he can be contacted in case of emergency.
33. In case of any incident arises, pertaining to security, the Contractor's Security Staff has to lodge police complaint, i.e. FIR and carry out other police station procedures on behalf of the Company and simultaneously the matter should be reported to the local officer in charge. Security staff has to give details of incident and police complain along with copy of FIR to the DOS / ADGP(S) / IG / DIG under the jurisdiction of the concerned Police Station area and other areas which are governed as notified areas.
34. Contractor has to produce attested copies of the following documents in the name of the Agency issued by the Competent Authority as mentioned in pre-qualification criteria.
 - (1) Copy of License Number under Private Security Agencies Regulation Act - 2005 (PSARA 2005).
 - (2) Provident Fund Code Number.
 - (3) PAN Number
 - (4) Professional Tax Number.
 - (5) ESI Number
35. Contractors should possess PF Code Number in the name of the Agency. Contractor who does not possess PF Code will not be considered for acceptance of Tender.
36. **EXTENSION / TERMINATION OF THE CONTRACT:** - This is the rate contract for two years. The Company reserves the right to terminate the contract at any time or to extend for further period for one year on the basis of same terms, conditions and rates of the original contract based on satisfactory performance of order and it will be binding on the Contractor. If performance is found not up to the required standard, the same will be brought to an end by giving three month's notice in writing.
37. The Company will release the payment of bill only after the Contractor makes payment of wages through Bank to the security personnel and submits evidence thereof to the security personnel, deposits the Provident Fund and / or produces the Challan for the respective periods and performance certificate issued by the Competent Officer, so authorized by the Company, every month.
38. The contract rates shall include any incidental and contingent work, although not specifically mentioned in the contract, but is necessary for its completion in an efficient and workman-like manner.
39. **ARBITRATION:** All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Chairman, GUVNL, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions

of Indian Arbitration & Conciliation Act., 1996 as amended from time to time and the rules made there under.

- 40.** All other general Terms and Conditions of the Company, Agreement shall be applicable to this Contract also. During the tenure of the order, the Company may impose terms and conditions for safety of the Company's asset and men power.
- 41.** STATUTORY VARIATION: Any statutory increase or decrease in the taxes and duties including GST subsequent to suppliers offer if it takes place within the original contractual delivery date will be to Paschim Gujarat Vij Company Limited's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to Paschim Gujarat Vij Company Limited.
- 42.** JURISDICTION: All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Rajkot.
- 43.** The successful bidder has to provide the man power as mentioned in order within 30 days of the date of order.

General instructions:

The respective tendering authority of the subsidiary Companies shall ensure the following:-

- (a) The Security Agency must submit Bank Account Number, Copy of the Pass Book in respect of each Security Guard.
- (b) The Security Agency must pay monthly salary to the concerned Security Guard through Bank (RTGS) only and the Agency shall furnish in the subsequent month details of Bank (RTGS) payment made in the respective Salary account.
- (c) The Security Agency must submit every month Bank Statement of salary deposited for previous month, statutory deductions and payments made to EPF, ESI Authorities etc. The payment in the subsequent month will be made only if the agency submits the above details / Challans etc. and it will be responsibility of the concerned approving officer to ensure the same.
- (d) The Security Agency must distribute 02 (two) pairs of Uniform and other articles e.g. Raincoat, Shoes in presence of MD or Senior Officials every year.
- (e) The Security Agency which fails to comply with the statutory provisions and payment of necessary contributions to be considered for Stop Deal.
- (f) The Security Agency at the beginning of the Contract must submit the list of ex-service Man, Ex-para military man, Police Personnel along with proof like relieve order issued by Armed Force, Para-military force or Police Force and the Identity Proof.

GENERAL CONDITION OF CONTRACT

1. Wages to be paid through banks to the employees deployed by the Contractor:

- A.** The Contractors shall pay to Ex-servicemen 40% higher wages than the Minimum Wages declared by the Labour & Employment Department, Govt. of Gujarat applicable for Civilian Guards instead of DGR rates. The wages shall be paid by him before the expiry of 7th day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed to the Guards through Banks (RTGS) only. The Agency shall have to submit the copy of a letter given to the Bank advising for crediting wages in individual Account of the Guard alongwith photo copy of the Cheque showing total payment to be made to all such Guards, whose Accounts are operated in that Branch. (If there is more than one Branch, the Agency will have to submit separately for each Branch).
- B.** The Contractor shall give his telephone number and address to the Company so that in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office outside the factory premises and the Contractor shall keep himself present through out the work hours.

2. LABOURS LAWS:

- (a)** Person below the age of 20 years and above age of 60 years shall not be employed for the work by the Contractor / agency.
- (b)** No female worker shall be employed in the night shift between 07-00 PM to 06-00 AM.
- (c)** Contractor shall maintain a valid labour license under the Contractor Labour (Regulation and Abolition) Act for the employing necessary manpower to be required by him. In the absence of such license the Contractor shall be liable to terminated without assigning any reasons thereof.
- (d)** The Contractor shall, at his own expense, comply with all Labour Laws applicable from time to time and keep the Company indemnified in respect thereof. Some of the major liabilities under various Labour and Industrial Laws which the Contractor shall comply with are as under:-
1. Payment of contributing of way of Employer's contribution towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authorities.
 2. Payment of deposit in respect of each contract Security Personal at the applicable rate with the office of Commissioner of Labour as per Contract Labour (Regulation and Abolition) Act.
 3. License as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workman employed by the Contractor. License is compulsory if ten or more labours engaged due date.

4. Identity Cards as prescribed under the Factories Act / shops & Establishment Act (as the case may be) with photo affixed there to the same for identification.
5. Payment of retrenchment compensation, notice pay and other liabilities as per Industrial Disputes Act, any payment to the Contractor's employees arising out of any claim or disputes under the Industrial Disputes Act. 1947 or any other Labour Laws.
6. Payment of compensation in case of accidental injury.
7. Provision of crèche if female labour employed is more than 30 numbers.
8. Maternity leave as per the provision of the Maternity Benefit Act.
9. **Provident Fund and Family Pension Scheme.**

The Contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident fund and family pension scheme in respect of each concerned employees. Provident fund and family Pension Scheme at the rate of 8.33% (or at the rate made applicable by the Government from time to time) of wages. The Contractor's contribution and his workers' contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with the respective Regional Provident Fund Commissioner.

10. Deposit Linked Insurance Scheme:

The Contractor shall have to deposit ½ % of the wages in respect of employees who is a member of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Respective Regional Provident Fund Commissioner.

11. Administrative Charges:

Administrative Charges for maintaining Provident Fund Account shall be deposited by the Contractor with respective Regional Provident Fund Commissioner at the rates applicable.

12. Paid Leave Facility:

Paid Leave Facility at the rate of one day for every 20 days worked by the Contractor Security Personal shall be provided by the Contractor to his workers. He shall maintain Leave Records / Leave Cards for individual Security Personal which shall be duly verified, approved and certified by the Authorized Officer of the Company.

13. Workmen's / Employees Compensation Fund and Employer's Liability Insurance:

The Contractor shall cover all his employees under Workmen's / Employees Compensation Fund and under the liability Insurance.

14. The Contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

15. Contractor to indemnify the Company:

The Contractor shall indemnify and keep indemnified the Company, every member, officer and employees of the Company, also Engineer in charge and his staff against action proceeding claims, demands, costs and expenses whatsoever arising, out of or in connection with the matters referred in above clauses and elsewhere and against all actions, claims, demands, cost and expenses which may be made against the Company by any workmen / employees of the Contractor or any sub contractor and / or Contractor from any liability any wise any workman employees of the Contractor or sub contractor under any Laws, Rules or Regulation having the force of law including but not limited to claims against the Owner Workmen Compensation Act 1923 and its amendment from time to time.

The Employees' Provident Fund Act, 1952 and / or the Contract Labour (Abolition and Regulation) Act. 1970 the Company shall not be liable for in respect of or in consequence of any accident or injury to workman of other person in the employment of the Contractor or his sub contractor and the Contractor shall identify workman in the Company against all such damage and compensation and against all claims, demands, proceeding costs, charges and expenses what so ever in respect thereof or in relation there to.

16. Workman's / Employees Compensation & Employer's Liability Insurance:

Insurance shall be affected for all the Contractor's employees engaged in the performance of these Contractors. If any of the work is subjected, the Contractor shall require the sub contractor to provide workman's compensation and Employers Liability Insurance for the letter's employees are covered under this Scheme.

If any Agency found having involved in any kind of malpractices such as under payment to its employees, irregularity in computation of duty hours, less deduction of Provident Fund & default in other statutory compliances or in maintaining required manpower as per Contract or failure in employing Leave Reserve Supervisor, the Company will have the right to terminate the contract of such Agency immediately without giving any notice.

- 17.** The Company will be entitled to deduct directly from the bills, to be paid to the Contractor any sum payable by the contractor and which sum / sums the Company is required to pay as a principal employer on account of Contractor's default in respect of all liabilities referred to in above clauses.
- 18.** Contractor's default in respect of all liabilities referred to in above clauses.
- 19.** Nothing in the contract document stated shall anyway constitutes any workman / employees of the Contractor or any sub contractor as or to be workman employees of the owner or place obligatory liability in respect of any such workman / employee upon the Company.

- 20.** Office correspondence will be carried out in English and if at any time to facilitate the Contractor, Gujarati Translation may be furnished if deemed fit. The English version will be the contract one and the same only will be held good for legal matter.
- 21.** Contractor will be responsible and liable to pay difference in wages if any and or observe the revised Service Conditions that may be awarded by the Honorable Industrial Tribunal effective from the dated directed in the award.
- 22.** Party shall have to provide at their own the required personal protective equipments of standard make (ISI approved) to their staff during work execution and it will be their responsibility to see that same are wear by your employee while at work.

ANNEXURE-1

INTEGRITY PACT OUR ENDEAVOUR

To create an environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society and the nation.

| Company's Commitment | Party's Commitment |
|---|--|
| Maintain the highest Technical Standards in business and professions | Not to bring pressure recommendations from outside Company to influence its decision. |
| Ensure maximum transparency to the satisfaction of stakeholders. | Not to use intimidation, threat inducement or pressure of any |
| Ensure to fill the terms of Agreement / Contract and to consider objectively the viewpoint of parties. | To be prompt and reasonable in fulfilling the contract, agreement, legal obligations. |
| Ensure regular and timely release of payments on due dates for work done. | Provide goods and / or services timely as per agreed quality and specifications at minimum cost to COMPANY / CORPORATION / NIGAM. |
| Ensure that no improper demand is made by employees or by anyone on our behalf. | Abide by the general discipline to be maintained in our dealings. |
| To give maximum possible assistance to all the Vendor / Tenderer / Service Provider and other to enable them to complete the contract in time. | To be true and honest in furnishing information. |
| To provide all information to Tenderer / Contractors relating to contract / job which facilitate him to complete the contract / job successfully in time. | Not to divulge any information business details available during the course of business relationship to others without the written consent of Company / Corporation / Nigam. |
| Ensure minimum hurdles to Vendors / Tenderers / Contractors in completion of Agreement / Contract / Work Order. | Not to enter into cartel / syndicate / understanding whether formal / non-formal so as to influence the price. |

Seal & Signature
(Party's Authorized Person)
Name:

Seal & Signature
(Company's Authorized Signatory)

Name:
Designation:
Company Seal

ANNEXURE – 2

(To be submitted by Tenderer along with Technical Bid

DETAILS OF THE TENDERER / AGENCY

[These details are necessary to create the database of TENDERER(S)]

| | | | |
|---|-------------------|--------------------------------|--|
| Name of the TENDERER | | | |
| Within Gujarat / Outside Gujarat | | | |
| Pvt. Firm / Public Ltd. / State Govt. Undertaking / Central Govt. undertaking | | (Indicate the relevant status) | |
| License No. & Date under PSARA - 2005 | | | |
| License Validity Period | | From Date _____ to Date _____ | |
| | Registered Office | Authorized Representatives | |
| Address of the firm | | | |
| Contact person name | | | |
| Designation | | | |
| Address | | | |
| City & Pin code | | | |
| State | | | |
| Country | | | |
| Phone Nos. (Office) | | | |
| Phone Nos. (Residence) | | | |
| Fax Nos. | | | |
| STD Code. | | | |
| Mobile No. | | | |
| Web site address | | | |
| e-mail address | | | |

ANNEXURE – 3
(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF).

Sub: Undertaking in regard to Stop Deal / Banned for Business dealing / Black List Thereof.

Ref: Tender No.:

All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender along with the Technical Bid.

We _____
authorized signatory of M/S _____ here
by certify that M/S _____ and their
proprietor / any partner / any directors of the firm is not stop deal and / or
banned for business dealing and / or black listed by GUVNL and / or their any
subsidiary company viz. GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL or
any other Public Sector undertaking or Government (State / Central)
Organization.

Signature of the Tenderer

Seal of the Firm

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.:

APPENDIX – I

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'Tenderer') wish to participate in the tender No. _____ for _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Paschim Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. _____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be **4 (FOUR)** months beyond initial validity of Tender's Offer) which is required to **be submitted by the Tenderer along with the Tender.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at _____ (address of Bank's Registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Ltd. or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ (in words) to the said Paschim Gujarat Vij Company Ltd. on behalf of the Tenderer.

We _____ (name of the Bank) also agree that withdrawal of the Tender or part thereof by the Tenderer within its validity or Non-submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Paschim Gujarat Vij Company Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the PGVCL.

...2..

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (***Date of validity of the Guarantee***), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal
Address of the Bank with Branch Code,
Telephone and Fax Nos.

Signature of the Bank's
Authorized Signatory with
Official Round Seal.

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

FORM OF BANKER'S UNDERTAKING

**[For Performance Guarantees (PG) for Contract period
as per Commercial Terms and Conditions of Tender]**

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Paschim Gujarat Vij Company Limited** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said **Paschim Gujarat Vij Company Limited** on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

L.O.A. No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

“NOTWITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (***Date of validity of the Guarantee***), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

| | |
|--|--|
| Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos. | Signature of the Bank's Authorized Signatory with Official Round Seal. |
|--|--|

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

(On stamp paper of Rs. 100/- duly Notarized)
CONTRACT AGREEMENT

This agreement is made at _____ the _____ day of _____ in the Christian year Two thousand _____ between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted / Authorized assigns) of the one part and the _____ (Name of the Company) their Head Office at _____ (address of the company) (hereinafter called The Company which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid _____ (Name of the Company) has accepted the tender of the aforesaid contract for _____ as per _____ (Name of the Company) LOI / LOA _____ hereinafter called "**the works**" and more particularly described enumerated or referred to in the specification terms and conditions prescribed in the LOI / LOA letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the contractors and by _____ on behalf of _____ (Name of the Company) a list whereof is made out in the schedule hereunder written and all of which said document are deemed to form part of this contract and included in the expression "**the works**" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS _____ (**Name of the Company**) has accepted the tender of the contractor for the said works for the sum of Rs. _____ (Rupees: _____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HERBY AGREED AND DECLARED THAT:-

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or therefrom receptivity or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to

the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contactors as aforesaid, _____ (Name of the Company) doth hereby covenant with the contactor to pay all the sums of money as and when they become due and payable to the contactor under the provisions of the contract. Such payments to be made at such times and in such manner as is provided by the contract.

2. The condition and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of _____ (Name of the Company) to enforce penalty for delays and / or any other rights whatsoever including the rights to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, form, or tender schedule, drawing, etc, attached with _____ (Name of the Company) LOI / LOA No. _____

The contact value, extent or supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

1. Signed, Sealed and delivered by:

(Signature with Name, Designation & official seal)

for and on behalf of M/s.

In the presence of name, Full address & Signatures.

i. -----

ii. -----

2. Signed, Sealed and Designation by:

(Signature with Name, Designation & official seal)

For and on behalf of _____ (name & address of the company).

i. :-----

ii. -----

Check list
To be filled in and submit with technical bid

| Sr. No. | Particulars | Compliance |
|---------|--|------------|
| 1 | Satisfactory experience certificate of GUVNL / its subsidiary companies / other reputed organizations submitted? | |
| 2 | Documents of ownership of the firm submitted? | |
| 3 | Please mention the % of the Ex-service man offered for this tender of total requirement. | |
| 4 | Please mention the % of the Ex-para military / police personnel offered for this tender of total requirement. | |
| 5 | Photocopy of Professional Tax Number certificate submitted? | |
| 6 | Latest Bank Solvency Certificate submitted? | |
| 7 | Certified copy of P.F. Code Number submitted? | |
| 8 | Certified copy of Group Insurance Policy submitted? | |
| 9 | Certified copy of PAN Number of the firm submitted? | |
| 10 | Certified copy of Labour License Number submitted? | |
| 11 | Certified copy of GST Registration Number submitted? | |
| 12 | Certified copy of ESI Number submitted? | |
| 13 | Certified copy of Last year's Balance Sheet submitted? | |
| 14 | Certified copy of last executed order for the same work submitted? | |
| 15 | Copy of the license number under PSARA Act - 2005 submitted? | |

Schedule A

Sub: CONTRACT FOR PROVIDING SECURITY SERVICES UNDER
“PGVCL” for Protection of IC Squads and O&M Squads.

| Sr. No. | Description | Qty. in Nos. |
|---------|---|--------------|
| 1 | Providing Ex-service man (Un-armed) for Zone-I | 264 |
| 2 | Providing Ex-service man (Un-armed) for Zone-II | 85 |
| | Total | 349 |

| Sr. No. | Category | Area |
|---------|----------|--|
| 1 | Zone-I | Consists all the Municipal Area in the State of Gujarat (Distance of 10 Km.) |
| 2 | Zone-II | Consist all the area in the State of Gujarat other than those included in Zone-I |

The rates are exclusive of Tax. Tax at prevailing rate, if applicable will be paid by “COMPANY” extra on production of paid evidence / challan.

The Ex-para military shall be paid wages as per ex-serviceman. The ex-police man will be paid wages as per civil guards. Civilian guards shall be paid wages at the rate of minimum wages fixed by labour department of Govt. of Gujarat from time to time.

Ex-servicemen shall be paid 40% higher wages then the minimum wages declared by the Labour & Employment Department, Govt. of Gujarat applicable for Civilian Guards instead of DGR rates.

Any bidder quoting service charge less than the 5 % shall be automatically disqualified from the tender process.