



PROJECTS & DEVELOPMENT INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)

SHEET
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PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA.
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INVITATION TO BID (ITB)
(OPEN DOMESTIC TENDER)

OPEN TENDER Published in CPP Portal (E-Tender ID No. 2013_PDIL_604_1) & Hosted at PDIL Website	ITB NO. : PVMM/Service/Admn/12-13/E-008	
	BID ISSUE DATE	27.02.2013
	BID CLOSING DATE & TIME	20.03.2013(15.00Hrs.)
	PART-A (UNPRICED TECHNO-COMMERCIAL BID) OPENING DATE & TIME	20.03.2013(16.00Hrs.)
	PART-B (PRICE BID) OPENING DATE & TIME	To be intimated later.
	EARNEST MONEY DEPOSIT (EMD)	₹.18,000/- (Rupees Eighteen thousand only)
	SUBMISSION OF HARD COPY OF ORIGINAL EMD	22.03.2013(15.00 Hrs.)
	BID TYPE (For submission of bids please refer ITB Clause No.B-1.0 of Attachment-I)	OPEN & TWO BID SYSTEM
	VENUE OF BID OPENING	PDIL, Vadodara
	REQUIRED SERVICE CONTRACT PERIOD	01 (One) Year w.e.f. 01.05.2013 to 30.04.2014

1.0 **PROJECTS & DEVELOPMENT INDIA LTD.**, a company registered under the Companies Act, 1956 having its registered offices at PDIL Bhavan, A-14, Sector-1, Noida-201 301, India (hereinafter referred to as **PDIL** or **OWNER**), a Govt. of India Undertaking under the administrative control of the Dept. Of Fertilizers, Ministry of Chemicals & Fertilizers. We, **PDIL, Vadodara, Gujarat, invites Bids** from the qualified & experienced bidders for the following under **National Competitive Bidding**.


ITEM	DESCRIPTION OF MATERIAL	QUANTITY
	ARC-SERVICE CONTRACT for providing round the clock security services in PDIL office located at Samta, Subhanpura, Baroda and in the staff colony, Project Nagar, Gotri Road, Baroda, including operation of water supply, by engaging preferably ex-armed force personnel as per technical Specifications mentioned at Attachment-IV, Doc. No. PVAD/759, Rev.0 dt. 21.02.13 and also commercial terms & conditions mentioned at Attachment-II	===
1	SECURITY SUPERVISOR	01 No.
2	SECURITY GUARD (The number of security personnel may vary depending on our requirement)	09 Nos. (Tentative)

2.0 The following enclosed documents are the part of ITB.

1.0	Bidder's Eligibility Criteria (BEC) & Instruction to Bidder	ATTACHMENT-I,Rev 0	Sheets-1 to 5
2.0	Terms & Conditions of ITB	ATTACHMENT-II,Rev 0	Sheets-1 to 3
2.1	Information about Bidder & Checklist for BEC	ANNEXURE-A	Sheet-1
2.2	Agreed Commercial Terms & Conditions (ACTC)	ANNEXURE-B	Sheet-1
2.3	Bank Guarantee Format for Security-cum Performance	ANNEXURE-C	Sheets-1 to 2
3.0	PRICE SCHEDULE	ATTACHMENT-III,Rev 0	Sheet-1
4.0	TECHNICAL ENQUIRY SPECIFICATIONS	ATTACHMENT-IV, PVAD/759, Rev.0 dt. 21.02.13	Sheets-1 to12

for and on behalf of
PROJECTS & DEVELOPMENT INDIA LIMITED


 B. N. BANERJEE
 Dy. Manager (MM)

	Bidder's Eligibility Criteria (BEC) & Instruction to Bidder ATTACHMENT – I (ET ID: 2013_PDIL_604_1)	PVMM/Service/Admn/12-13/E-008-ATCH-I	0
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A. **BIDDER'S ELIGIBILITY CRITERIA (BEC):**

- 1.1 Any bidder who meets the **Bidder's Eligibility Criteria(BEC) as per attached Annexure-I of Technical Specifications- ATTACHMENT-IV of ITB (Doc. No. PVAD-759, Rev.0 dt. 21.02.13)** and wishes to quote against this tender may download the bidding documents from **e-procure** section of Central Public Procurement Portal (CPPP) website **<https://eprocure.gov.in/eprocure/app>** and submit the Bid **ONLINE (through electronic mode) on CPP Portal only**, complete in all respects as per below clause B.1.0. Bid Documents may also be downloaded from PDIL website at **<http://www.pdilin.com>**, however Bid must be submitted ONLINE (through electronic mode) on CPP Portal only and **no physical offer shall be acceptable/considered.**

Bids will be evaluated on the basis of Bidder's Eligibility Criteria (BEC) as per attached Annexure-I of ATTACHMENT-IV of ITB. The Offer, does not meet the Bidder's Eligibility Criteria (BEC), shall not be considered for further evaluation.

Copies of the relevant documents in compliance to sl no. 1 & 10 of Annexure-I of Technical Specification Attachment-IV (Doc. No. PVAD-759, Rev.0 dt. 21.02.13) must be submitted ONLINE alongwith unpriced bid, duly signed and stamped on each page.

NOTE : Bidder who meets the above referred Eligibility Criteria (i.e.BEC) shall only submit their Offer alongwith all required documents as asked for **with their ONLINE OFFER**, otherwise their offer shall be treated as **INCOMPLETE Offer** and further evaluation shall not be considered. **No Physical Offer shall be considered except Original EMD.**

B. **INSTRUCTION TO BIDDER:**

- 1.0 **SUBMISSION OF BIDS** : Bids must be submitted complete in all respects to ITB requirement. **Bidders to note that No Physical Offer shall be considered except Original EMD and they are required to submit their bid ONLINE (through Electronic Mode) AT CPP PORTAL only in TWO PARTS in the following manner.**

PART - A (UNPRICED TECHNO-COMMERCIAL BID WITH EMD & BEC):

TO BE SUBMITTED following Documents/Information/confirmation **ONLINE AT CPP PORTAL Only:**

- i) **Supporting documents of the Bidder's Eligibility Criteria (BEC)** as per requirement of Annexure-1 of Attachment-IV to be uploaded online scanned copies duly signed & stamped.
- ii) Scanned copy of **EMD** (Original to be submitted as stated at Sl.1.1 below) **OR** Valid NSIC certificate to be uploaded online scanned copies duly signed & stamped.
- iii) Information about Bidder & Checklist for BEC in attached **ANNEXURE-A** duly filled, signed, stamped and to be uploaded online the scanned copy of the same with required documents.
- iv) Scanned Copies of Duly signed & Stamped **Attachment-II** to be uploaded online.
- v) Duly filled, signed & Stamped Agreed Commercial Terms & Conditions (ACTC) in **ANNEXURE-B** to be uploaded online.
- vi) Scanned Copies of duly, filled, signed & Stamped of **ANNEXURE-1-A & ANNEXURE-1-B of Attachment-IV** to be uploaded online.
- vii) **UNPRICED Price Schedule** (Doc No. PVMM/Service/Admn/12-13/E-008-ATCH-III) to be uploaded online.

PRAT - B (PRICE BID) : To be submitted & uploaded **ONLINE in CPP PORTAL ONLY.** Strictly in PRICE SCHEDULE/BID, (ATTACHMENT-III, Doc. PVMM/Service/Admn/12-13/E-008-ATCH-III, Rev.0) duly filled without any terms & conditions.



**Bidder's Eligibility Criteria (BEC) &
Instruction to Bidder
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- 1.1 **Original Earnest Money Deposit (EMD)** as specified in the cover page for the subject tender must be submitted in sealed envelope superscribed with “EMD against ITB No. PVMM/Service/Admn/12-13/E-008 & Bid Closing Date: _____” on or before 22.03.13 (15.00Hrs.) shall be addressed to as stated at SI.1.2 below. The Original EMD details (DD/any other accepted instrument), being sent physically, should tally with the details already submitted the scanned copy ONLINE during bid submission time. Otherwise submitted bid will not be acceptable.
- 1.2 Any clarification in respect of the tender as well as any correspondence for the subject tender shall also be addressed to :
- HOD(MM),
Projects & Development India Limited,
PDIL Bhawan, Samta, Subhanpura,
Vadodara-390023, Gujarat, India,
Email : bnbanerjee@wro.pdilin.com.
- 2.0 **EARNEST MONEY DEPOSIT (EMD):** EMD ₹.18,000/- (Rupees Eighteen Thousand only) shall be submitted by way of Demand Draft drawn on any Nationalised/Scheduled Bank favouring **Projects & Development India Limited** payable at **Vadodara**. The offer without EMD will be rejected.
- 2.1 In case of successful bidder, EMD will be returned as soon as Performance Security deposit is submitted by bidder (refer Performance Security Clause No.6.0 of Attachment-II).
- 2.2 In case of unsuccessful bidders, EMD will be refunded immediately on acknowledgement of Contract by the successful bidder or on expiry of validity of bid whichever is earlier.
- 2.3 **EMD may be forfeited** without prejudice to any other right or remedy of owner (a) if a bidder withdraws his bid during the period of bid validity specified by the Bidder, (b) If the successful bidder fails to sign the order OR to furnish security-cum-performance Guarantee as per requirement of ITB.
- 2.4 Small Scale Industrial Units (SSIU) registered with **National Small Industries Corporation (NSIC)** under the Single Point Registration Scheme shall be exempted from submission of EMD for items registered with NSIC and upto the monetary limit specified in the registration certificate, **for which they must submit copy of the Valid NSIC certificate indicating validity, Items registered and monetary limit in place of EMD documents along with Unpriced Bid (Part-A)**, failing which the offer shall be considered as without EMD.
- 3.0 **Opening of Bid : Part-A(Unpriced Techno Commercial Bid with EMD & BEC)** only will be opened on Bid Opening Day. Techno Commercial evaluation of Unpriced bids shall be made of those bidders only whosoever meets the Bidders Eligibility Criteria (BEC) as specified in technical specifications. **Part-B(Price Bids)** will be opened of only those bidders, who will be considered Technically & Commercially acceptable.
- 4.0 Bid shall be kept **VALID for 02 (two) Months from Bid Closing Date**.
- 5.0 Bidders are advised in their own interest to ensure that their bids submitted online well before the closing date and time through <https://eprocure.gov.in/eprocure/app> website. **NO PHYSICAL OFFER SUBMISSION SHALL BE ENTERTAINED except Original EMD.**
- 6.0 Bidders are advised to quote strictly as per terms & conditions of the tender documents without any deviation.
- 6.1 Any exceptions/deviations brought out in the price bid shall not be construed as valid.
- 7.0 **Evaluation Criteria of the Bids** : Evaluation of bids shall be done on lowest net cost to PDIL basis taking into consideration the CENVAT benefit amount. For the purpose of evaluation of bids & arriving at the L1 bidder, the total value including all the taxes & duties of Price Schedule/Bid shall be considered.
- 7.1 **Loading Criteria on deviation to ITB Terms** : Not Applicable as deviation to ITB terms & conditions are not acceptable.
- 8.0 Bid Documents is non-transferable. Bidder must bid directly. **Bids through FAX / EMAIL shall not be considered.**
- 9.0 The Bid Document call for offers on single point “Sole Bidder” responsibility basis. Order will be placed on the “Sole Bidder” alone who will be responsible for all contractual purposes. Further the bidders are


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advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply/services as specified in Bid Document.

- 10.0** The bid should be prepared by the “Sole Bidder” and should be sent to **PDIL** directly. PDIL reserves the right to reject offers made by intermediaries / representatives.
- 11.0** **LANGUAGE OF BID:** The bid prepared by the Bidder and all correspondence/drawings and documents relating to the bid exchanged between the Bidder and PDIL shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purpose of interpretation of the bid, the English translation shall govern.
- 11.1** Metric system shall be applied for any means of measurement.
- 12.0** The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. **The invitation to Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidder.** Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect, will be at Bidder's risk and may result in the rejection of the Bid. Bidder shall submit its bid as per technical specifications and terms and conditions of this ITB. Any change in the bid after due date of submission of tender will not be considered.
- 13.0** **The prices must be written both in figures and words. In the event of difference, prices written in words shall be valid & binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.**
- 14.0** PDIL reserves the rights to assess bidder's capability and capacity to perform the contract. **PDIL** also reserves its absolute right to accept or reject any/ all bids, at its sole discretion, without assigning any reason thereof and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions of ITB are not fulfilled or are incomplete in any respect are liable to be rejected. In case **(a)** the vendor not submitted the required EMD, **(b)** Price is mentioned in the "Un-Priced Bid" such Offers shall be **SUMMARILY REJECTED** without any reference to and/or correspondence with the Vendor. Delay in submission of EMD in Physical form within the specified scheduled date and time may result in rejection of the offer.
- 14.1** PDIL is at liberty to take any of the following actions in case of this ITB.
- a) to cancel the tender without reference to the bidders.
 - b) to postpone the due date and time.
 - c) to split the order amongst the bidders for smooth functioning and/or completion of work as per requirement of PDIL.
- 15.0** **Instructions for e-Tendering (ONLINE Submission of Offer at CPP Portal):**
- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
 - 2) Bidder should do the enrollment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
 - 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
 - 4) **Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.**
 - 5) **The DSC that is registered only should be used by the bidder and should ensure safety of the same.**
 - 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

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- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained through the contact details given above. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he / she selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. **Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.** Bidders Bid documents may be scanned with 100 dpi with black and white option. **However of the file size is less than 1 MB the transaction uploading time will be very fast.**
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) **The bidder has to digitally sign and upload the required bid documents one by one as indicated.** Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) **If the price bid format is provided in a spread sheet file like PRICE BID/SCHEDULE_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant coulmns. The PriceBid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.**
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

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- 24) After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, **the bidders are asked to contact over phone: 1800-233-7315 or send a mail over to : cppp-nic@nic.in.**

Minimum Requirement for Online Tendering : Computer System installed with Windows XP or higher Operating System. The following are necessary:

- Java Runtime Environment Version 1.6 or above.
- Legally valid Digital Signature Certificate (DSC) issued by a Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA)
- Dedicated broad band Internet Connection with minimum 256 kbps or above
- CPP site generates XHTML 1.0 code and can be used by any browser supporting this standard. However, it is recommended to use Internet Explorer 7.0 or higher and Mozilla Firefox 3.0 or higher for which site has been tested.
- The site is best viewed at a resolution of 1024 x 768 pixels and at a colour-depth of greater than 256 colours (16bit).
- The site uses JavaScript for security reasons and non critical functionality. Hence, it is recommend that you access the site with JavaScript enabled.
- Browser to be set to accept cookies.



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- 1.0 SCOPE OF SUPPLY :** As per attached **Scope of Job/Work at Annexure-I-A of Attachment-IV & the same shall be part of contract.**
- 1.1 The no. of Security Personnel to be deployed may vary/ change depending on requirement.
- 2.0 PRICE BASIS:** Duly executed the services as per requirement of technical specifications, ATTACHMENT-IV, Doc. No. PVAD/759, Rev.0 Dt. 21.02.13 at PDIL Office/ Colony.
- 2.1 Bidder Shall **Quote Service Charges in Absolute Value only** inclusive of all expenses and Taxes & Duties, if any, **except Service Tax only**. Quoted **Service Charges as Absolute Value shall remain Firm and Fixed** during the tenure of the contract irrespective of any changes in Minimum wages and DA.
- 3.0 SERVICE TAX :** Service Tax shall be paid **EXTRA as applicable (present rate is @12.36%)** against Service Tax Registration Number only. Out of the total applicable Service Tax, 25% Service Tax payable by the person providing Service and 75% Service Tax payable by the person receiving the service. Hence To claim the Service Tax, Invoice/Bill must be supported by a copy of the Service Tax Registration certificate issued by the concerned authority.
- 4.0 TENURE OF JOB :** For **01(One) Year Tentatively w.e.f 01.05.2013**. The Contract may also be further extended depending on the performance of the contractor.
- 5.0 PAYMENT TERMS:** Within 30 days of submission of Bill duly certified by the CONTACT PERSON, PDIL on **Monthly end basis** on completion of monthly service, satisfactorily. **Invoice/Bill shall be submitted to Contact Person for payment purposes on monthly basis** for the services rendered during the preceding month.
- 5.1 **If you are eligible/entitled for any privilege/benefit under any statutory body/act/law like MSMED Act 2006 for MICRO/MEDIUM/SMALL Scale Company etc, please submit the valid documentary evidence.**
- 6.0 PERFORMANCE SECURITY DEPOSIT:** Successful bidder shall submit performance security deposit for **10% of estimated contract value (shall be indicated in order)** within 15 days of receipt of order. Security Deposit will not bear any interest.
- 6.1 In case **Performance security submission through Bank Guarantee**, the BG shall be for 10% of the Order Value and valid **to cover Total Contract Period plus SIX months claim period thereafter** and shall be issued by any Indian Nationalised / Scheduled Bank in the attached **PBG Format (Annexure-C) only**. **The PBG as specified above shall strictly be forwarded by the issuing bank directly to PDIL.**
- 6.2 Performance **Security** may also be deposited **by way of A/C Payee DD** favouring **Projects & Development India Ltd.**, drawn on any Nationalised / Scheduled Bank payable at **Vadodara**. The EMD amount shall be converted as Security Deposit and balance of the Security Deposit amount shall be deposited by the successful bidder by way of A/C payee DD.
- 6.3 The Security Deposit will be refunded after expiry of the contract on the certification of contact person for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by PDIL, if any on account of any failure on the part of the Contractor.
- 6.4 Submission of Performance Security Deposit **is waived** for Small Scale Industrial Units (SSIU) registered with **National Small Industries Corporation (NSIC)** under the Single Point Registration Scheme, upto the monetary limit specified in the registration certificate for which the unit is registered and **they must submit copy of the Valid NSIC certificate in this respect.**
- 7.0 CONTACT PERSON for Operation of Contract:** **Sri C.A. Narayanan, Chief Manager (P&A)**, Email: canarayanan@wro.pdilin.com or his authorised representative. Any decision regarding day to day matter, if any, will be issued by the P&A Dept, PDIL, Vadodara.
- 8.0 SUB-CONTRACT:** The Contractor shall not sub-let the Contract or any portion of the Services defined in the scope to any other person or agency.
- 9.0 AGREED DAMAGES:** NOT APPLICABLE.



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- 10.0 **INSURANCE:** Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. or to crew or the third party is to be arranged by contractor at his cost. PDIL shall not be liable for any responsibility and payment in this respect.
- 11.0 **TAX DEDUCTION AT SOURCE:** Income Tax, as applicable as per Income Tax Act, shall be deducted at source from contractor's bills and a certificate towards this deduction shall be issued to contractor on submission of PAN No.
- 12.0 **WORKING HOURS:** Our Office working hours at the office of PDIL, WRO, BARODA is between 9.30 AM to 6.00PM (from Monday to Friday and 1st & 3rd Saturday).
- 13.0 **FORCE MAJEURE:** Neither contractor nor PDIL shall be considered at default in the performance of contractual obligations as per the work order under reference as long as such performance is prevented or delayed for reasons attributed to 'Force Majeure' conditions such as Earth Quake, Flood, Epidemics, Official strikes/lock out etc. Occurrence of force majeure conditions should be reported immediately in writing.
- 14.0 **STATUTORY OBLIGATION AND SAFETY RULES:** Contractor shall be responsible to observe and comply with all the statutory requirements including contract labour Act 1970, Minimum Wage Act, Labour Laws and regulation in vogue both of Central and State Govt. PDIL shall be kept indemnified against any action brought against it for any violation/non compliance of any act, rules and regulation including contribution under ESI Act 1948, EPF Act 1952, Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workers' Compensation Act 1923, Uniform & Transit Allowance, leave & Holidays etc. All expenses for compliance of above Acts & Regulations shall be borne by the Contractor.
- 14.1 The Contractor shall have to observe all safety rules and safety precautions during the working hours as directed by P&A dept., PDIL, Vadodara.
- 14.2 The Security Guard/Supervisory Staff so employed by you shall be exclusively your own employees and their all responsibilities pertaining to financial or otherwise shall have to be borne by the Contractor himself only.
- 14.3 The Contractor shall be liable to compensate for any loss or damage caused to any goods or articles which you may deal with arising out of your default, failure, negligence, deliberate or otherwise in respect of any terms and conditions or any instruction or direction issued from time to time.
- 14.4 In respect of documents required towards compliance of statutory obligations shall be submitted by the contractor to P&A Dept, PDIL, Vadodara during execution of the contract.
- 15.0 **BREACH OF CONTRACT:** In case the contractor leaves the job at any stage during the currency of the contract, PDIL reserves the right to get the job completed through any other means/agency at contractor's risk and cost.
- 15.1 **TERMINATION OF CONTRACT:** PDIL shall have the right to terminate the contract without assigning any reason what so ever after giving one month's notice in writing or compensation in lieu thereof. In the event of Contractor terminating this Contract, one month's notice in writing shall be served on PDIL.
- 16.0 **ARBITRATION:** All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the contract. However, in event at failure to do so, matter shall be referred to CHIEF EXECUTIVE of PDIL, who shall be sole arbitrator and his award shall be binding on both parties operating the contract.
- 17.0 **JURISDICTION:** This contract shall be deemed to have been entered into at VADODARA and all cases of action in relation to the contract shall, therefore, be deemed to have assigned within the jurisdiction of VADODARA.
- 18.0 **GENERAL TERMS&CONDITIONS FOR DEPLOYMENT OF MANPOWER BY THE CONTRACTOR**
:
- 18.1 The contractor shall strictly observe and follow relevant Government contract rules and their amendments from time to time.



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- 18.2 Vendor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.
- 18.3 The Contractor shall obtain necessary labour license, if required, for the labour employed by them and shall ensure that the same is maintained till the completion of the job.
- 18.4 The Contractor's personnel deployed at PDIL's premises, shall be the employees of contractor for all legal purposes and consequences. It must be clearly understood by the contractor that PDIL shall not be liable to give permanent employment to any person engaged by the contractor for executing the contract.
- 18.5 On acceptance of the contract by contractor, it shall be deemed that PDIL is indemnified towards any liabilities, if any, arising out of this contract.
- 18.6 The contractor shall ensure that the personnel employed by them do not engage in any undesirable or unlawful activities at the work site, failing which the contractor shall be liable to replace them with other suitable hands and the Contractor shall liable to make good to PDIL any losses caused by their activities without prejudice to the right of PDIL to terminate the contract without any liability on the part of PDIL.

	INFORMATION ABOUT BIDDER & CHECK LIST FOR BEC ANNEXURE-A (ET ID: 2013_PDIL_604_1)	PVMM/Service/Admn/12-13/E-008-ANX-A	0
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SI	PARTICULARS	BIDDER'S COMMENTS
1.0	BIDDER'S NAME & ADDRESS with Telephone & FAX no., Name of Contact Person, Email ID	
2.0	BIDDER'S OFFER NO. & DATE	
3.0	IN CASE OF INDIVIDUAL	
3.1	Name of Business	
3.2	Whether business is registered	
3.3	Date of commencement of business	
3.4	Whether he pays Income Tax over Rs. 1,00,000/- per year	
4.0	IN CASE OF PARTNERSHIP	
4.1	Name of Partners	
4.2	Whether the partnership is registered	
4.3	Date of establishment of firm	
4.4	If each of the partners of the firm pays Income Tax over Rs.1,00,000/- a year and if not, which of them pays the same	
5.0	IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES	
5.1	Amount of paid up capital	
5.2	Name of Directors	
5.3	Date of Registration of company	
6.0	Please confirm whether you are under MSMED Act 2006 for MICRO & SMALL Enterprises (MSEs) Sector OR MSEs owned by SC/ST Entrepreneurs , if yes, please submit documentary evidence in this respect.	
7.0	CONFIRMATION in respect of Compliance of BEC as per Annexure-I of Attachment-IV Tech. Spec of ITB along with documentary evidence:	=====
7.1	Confirm Submitted Copy of Valid Registration as a Security Service Provider under PSAR Act	
7.2	Confirm Submitted Copy of Valid PF Registration Certificate	
7.3	Confirm Submitted copy of Service Tax Registration Certificate	
7.4	Confirm Submitted copy of PAN Card	
7.5	Confirm Submitted copy of Labour License, if applicable.	
7.6	Confirm submitted copy of at least 2 work orders as per clause no. 6 of BEC (Annexure-I) of Technical Specifications.	
7.7	Confirm submitted copy of ESI Registration Certificate	
7.8	Confirm Submitted certificate from CA for Annual Turnover during Financial Year 2009-10,2010-11 & 2011-12	
7.9	Please indicate the contact details with Address of your Baroda office and confirm submitted Registration certificate of establishment from Vadodara Municipal Corporation.	
7.10	Confirm submitted declaration that you have not been black listed by any PSU/Govt. Dept. during past 2 years and you have no pending dispute / legal case with PDIL as on date of submission of tender.	
8.0	CONFIRMATION OTHER SUBMITTED DOCUMENTS:	
8.1	Confirm Submission of scanned copy of Earnest Money Deposit as per Clause 2.0 of Attachment-I of ITB with online offer.	
5.2	Confirm Submission of Original EMD through HARD copy as per clause no. B-1.1 of Attachment-I of ITB	

SIGNATURE OF BIDDER WITH COMPANY SEAL

	AGREED COMMERCIAL TERMS & CONDITIONS (ACTC) ANNEXURE-B (ET ID: 2013_PDIL_604_1)	PVMM/Service/Admn/12-13/E-008-ANX-B	0
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This ACTC should be duly filled at CPP Portal site, failing which your offer will be liable for rejection.

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE
1.0	BIDDER'S NAME & ADDRESS with Telephone & FAX no., Name of Contact Person, Email ID	
1.1	BIDDER'S OFFER NO. & DATE	
2.0	Confirm acceptance of TECHNICAL ENQUIRY SPECIFICATION as per Annexure-1A of ATTACHMENT-IV , Doc. No. PVAD-759, Rev.0 dt.21.02.13 of ITB.	
3.0	Confirm submission of PRICES for all the items strictly as per PRICE SCHEDULE, ATTACHMENT-III (Doc No. PVMM/Service/Admn/12-13/E-008-ATCH-III) of as per ITB requirement.	
4.0	COFIRMATION OF FOLLOWING TERMS AND CONDITIONS:	
4.1	Confirm PRICE BASIS – FIRM SERVICE CHARGES and EXECUTED SERVICE AT PDIL OFFICE / COLONY.	
4.2	QUOTED SERVICE CHARGES ARE INCLUSIVE OF ALL EXCEPT SERVICE TAX.	
4.3	CONFIRM SERVICE TAX EXTRA AS APPLICABLE (PRESENT RATE @12.36%) ON TOTAL BILL AMOUNT	
4.4	TERMS OF PAYMENT AS PER ITB.	
4.4.1	Submission of valid documentary evidence, IF YOU ARE ELIGIBLE/ENTITLED for any privilege/benefit under any statutory body/act/law like MSMED Act 2006 for MICRO/MEDIUM/SMALL Scale Company etc.	
4.5	PERFORMANCE SECURITY AS PER ITB	
4.6	VALIDITY of Offer (02 Months from Bid Closing Date)	
4.7	CONFIRM THAT The invitation to Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidder while submitted their offer.	
4.8	Confirm that you have noted the clause no. 12.0 of Instruction to Bidder (Attachment-I) and submitted the offer without any Exceptions & deviations and accepted all Terms & Conditions of ITB (i.e. Technical as well as Commercial).	
4.9	It is confirmed that in case any of the TERMS & CONDITIONS mentioned in this Summary are at variance with those indicated anywhere else in our offer, the conditions indicated in this summary shall prevail.	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal



**BANK GUARANTEE FOR
SECURITY-cum- PERFORMANCE
ANNEXURE-C** (ET ID: 2013_PDIL_604_1)

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(On Non-Judicial Stamp Paper of appropriate value & Stamp Paper to be purchased on name of bank)

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and **M/s Projects & Development India Limited (Purchaser)**, a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhavan, A-14, Sector-1, Noida – 201 301 and **one of its offices PDIL BHAWAN, Samta, Subhanpura, Vadodara-390023.** (hereinafter called the "**PURCHASER**" which expression shall include its successors and assigns) of the other part.

WHEREAS M/s _____ (Seller) a Company incorporated in _____ and having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured LOI/WO Number _____ dt. _____ **For** _____ at a total cost of Rs. _____ (Rupees _____ only) from the PURCHASER/OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for **10% of the value of the order** and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfilment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warranties which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warranties then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of **Rs. _____ (Rupees _____ only) being 10(Ten)%** of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfilment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection therewith.
2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY being wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY'S indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER'S claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.

	BANK GUARANTEE FOR SECURITY-cum- PERFORMANCE ANNEXURE-C (ET ID: 2013_PDIL_604_1)	PVMM/Service/Admn/12-13/E-008-ANX-C	0
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6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. **This guarantee shall remain valid upto _____.**
11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope was so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANKS' liability to the PURCHASER UNDER this guarantee shall be limited to and the guarantee will remain valid upto provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within six months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of.

 PDIL पी डी आई एल	TECHNICAL ENQUIRY SPECIFICATION FOR Supply of Security Services	PVAD/759	0
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ATTACHMENT-IV

TECHNICAL ENQUIRY SPECIFICATION
FOR
SUPPLY OF SECURITY SERVICES AT PDIL, VADODARA

				<i>Subhash</i>	<i>GSK</i>	<i>CA</i>
0	21.02.2013	21.02.2013	FOR ISSUE	Subhash	G. Satheesa Kumar	C.A. Narayanan
REV	REV DATE	EFF DATE	PURPOSE	PREPD	REVWD	APPD



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SECTION NUMBER	DESCRIPTION	SHEET NUMBER
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ANNEXURE-1-B	VENDOR DATA FORM	01

List of Attachments

ATTACHMENT NUMBER	DESCRIPTION	NUMBER OF SHEETS
ANNEXURE-1	BIDDER'S ELIGIBILITY CRITERIA (BEC)	01
ANNEXURE-1-A	SCOPE OF JOB AND OTHER CONDITIONS	08
ANNEXURE-1-B	VENDOR DATA FORM	01

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PROJECTS & DEVELOPMENT INDIA LTD.

PDIL Bhawan, Samta, Subhasnpura, Baroda-390023

Annexure-I

BIDDER'S ELIGIBILITY CRITERIA

FOR ITB REF NO. PVAD/759

ITEM: SECURITY SERVICES

The bidder shall furnish the following documents to meet the Bidders Eligibility Criteria failing which their bids shall be treated as non-responsive & summarily rejected:

1. Copy of valid Registration as a Security Service Provider under PSAR Act.
2. Copy of Valid PF Registration Certificate.
3. Copy of Service Tax Registration Certificate.
4. Copy of PAN Card.
5. Copy of Labour Licence, if applicable.
6. Copy of credentials of execution of similar nature of jobs (copies of at least 2 work orders to be furnished) by the Bidder during last 02 years, **ending last day of the month previous to one in which tenders are invited.**
7. Copy of ESI Registration Certificate
8. A minimum turnover of Rs. 15 Lakhs per annum during three financial years (2009-10, 2010-11, 2011-12) and copies of Certificate to that effect from Chartered Accountant to be attached.
9. Bidders must have their office in Baroda for proper coordination of jobs and also for checking of payment records of PF/ESIC etc. (Copy of Registration Certificate of establishment from Vadodara Municipal Corporation to be furnished)
10. **The security service providers have not been black listed for business by any Public Sector Undertaking/Govt. Department during past two years and they have no pending dispute / Legal case with Projects & Development India Limited on the date of submission of tender. (Self Declaration on their Letter Head duly signed & stamped to be enclosed)**

Note: All the documents/certificates furnished should be duly certified.

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Annexure-I-A

Date: 17/01/2013

PROVIDING ROUND THE CLOCK SECURITY SERVICES IN PDIL OFFICE, SAMTA, SUBHANPURA AND PDIL STAFF COLONY, PROJECT NAGAR, GOTRI ROAD, BARODA


SCOPE OF JOB AND OTHER CONDITIONS

DETAILED SCOPE OF WORK:

Note:

- a) The contractor shall supply man-power as per our requirement and shall ensure that the personnel being deputed carry out the jobs to our entire satisfaction.
- b) The contractor shall depute his supervisor to supervise the job activities on regular basis.
- c) The bidders shall visit PDIL office at Samta, Subhanpura and also Project Nagar, Gotri Road for assessing scope of job etc involved before quoting.



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The security personnel (supervisor & guards) deployed shall preferably be Ex-servicemen personnel. They shall be of sound health, be mentally alert and physically fit. The Supervisor shall be in the age group preferably of around 50 years with minimum qualification of Matric standard while the Guards should have read upto VIII class; can read and write English & Hindi, and in the above age group. The contractor shall be bound to change the personnel deployed, if any of them is considered unsuitable by PDIL and, in this regard, the decision of PDIL shall be final and binding on the Contractor without any questioning. Replacement of a particular set of security personnel with new batch of security personnel may also be required depending on our requirement.

All Security Supervisor/Guards should come in proper uniforms indicating the name of the Contractor and their own name which shall be maintained neat and clean and well pressed at all times. The uniforms shall consists of shirts, pants, shoes, socks, belts, cap, whistle etc. as also seasonal uniform for summer/winter/monsoon seasons for the effective discharge of duties. Further, all the employees of the Agency shall be issued Photo Identity Cards bearing their photographs, by the Agency within Seven days from the date of start of the work, failing which the PDIL reserves the right to impose a penalty. All the cost of Uniform / Identity Cards provided to the Security Supervisor / Guards will be borne by the agency only.

The security agency shall provide round the clock security arrangements for PDIL offices in Samta, Subhanpura, Baroda and at Staff colony at Project Nagar, Gotri Road, Baroda, including operation of water supply and allied jobs as detailed below:


1.0 SECURITY SUPERVISOR - 1 no. (Skilled category)

Note:

The vendors shall quote only service charges for skilled category. However payment shall be based on Minimum Wages Act applicable for Central Government Sphere (Shops & Establishment) i.e. (Basic + D.A., ESIC @4.75%, EPF @13.61% (including EDLI @ 0.5% AND Admn. Charges @ 1.11%).

The present minimum wage per day is: Basic: ₹ 200/= Plus DA-₹ 108/= as applicable from 01/10/2012. The Service Tax, if applicable, shall be payable extra. Service charges shall be quoted in 'absolute value' per man-day (i.e. ₹.....) and not in per centage.

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The services of supervisor shall be made available for 48 hours in a week preferably in General shift, from 9.30 am with normal lunch break. The timing shall be adjusted depending on our requirement. The supervisor shall in particular render the following services and shall make all arrangements incidental thereto:

- 1.1 Shall supervise working of all security guards and ensure smooth functioning of all security jobs:
- 1.2 To ensure observance of the total security aspects of PDIL office including personnel, property - both movable and immovable - as well as Project Nagar township (staff colony).
- 1.3 To ensure deployment of security guards to man different security posts and regulating water supply in the staff colony.
- 1.4 To oversee the movements of official material coming 'in' and going 'out'.
- 1.5 Maintaining registers of visitors and officers and staff beyond normal working Hours/off days.
- 1.6 Liaison with P&A Department.
- 1.7 Supervision and routine checks of fire-fighting equipment to keep them in serviceable condition.
- 1.8 Making surprise checks / visits to staff colony.
- 1.9 Attending to telephone calls, receiving dak / courier and submission of the same to dispatch section.
- 1.10 Submission of daily reports on vital events / observation / incidents.
- 1.11 Checking and maintenance of gate pass system in respect of incoming/outgoing materials; visitors; employees etc.
- 1.12 Making available security guards for bank duty as escorts.

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- 1.13 Lodging complaints with the Police authorities and following up the cases with them in respect of any untoward occurrence in PDIL premises / staff colony with prior consent of PDIL authorities.
- 1.14 Maintaining record of entry and exit time and start and closing meter reading of vehicles hired by PDIL from Travel agencies.
- 1.15 Carrying out any other tasks allotted by PDIL in the interest of security of PDIL Property/employees.
- 1.16 The agency shall provide mobile phone to the security supervisor without fail for the liaison work with PDIL officials.

2.0 SECURITY GUARDS: (Un-skilled category) - 9 nos. (Tentative)

Note:

The vendors shall quote only service charges for un-skilled category. However payment shall be based on Minimum Wages Act applicable for Central Government Sphere (Shops & Establishment) i.e. (Basic + D.A., ESIC @4.75%, EPF @13.61% (including EDLI @ 0.5% AND Admn. Charges @ 1.11%).

The present minimum wage per day is: Basic: ₹ 150.00 Plus DA ₹ 81.00 as applicable from 01.10.2012. The Service Tax, if applicable, shall be payable extra. Service charges shall be quoted in 'absolute value' per man-day (i.e. ₹.....) and not in per centage).

The Security guards shall report to Security Supervisor and ensure smooth functioning of security jobs as detailed below:

- 2.1 Our present requirement shall be for 9 security guards, which may subsequently increase or decrease as per our requirement which shall be communicated in advance.
- 2.2 The guards shall work in shifts of eight hours each for all the seven days of week.



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- 2.3 The contractor shall provide paid weekly off to the eligible security guards and shall depute replacement for such weekly off period. The guards shall be changed in routine and as and when required by PDIL.
- 2.4 The guards shall in particular render the following services and shall make all arrangements incidental thereto:
- 2.4.1 Security of personnel, property and assets - movable and immovable belonging to PDIL.
- 2.4.2 Locking and opening of all office rooms etc. and switching off lights, fans, air-conditioners & Aquaguards at all the floors.
- 2.4.3 Checking of all in-coming and out-going goods, office property etc. and keeping proper records.
- 2.4.4 Advising in fire fighting arrangements and prevention of fire and maintaining all the firefighting equipment held by PDIL in working order .
- 2.4.5 Attending to telephone calls.
- 2.4.6 Submission of daily reports on vital events/observation/incidents
- 2.4.7 Maintenance of gate pass systems in respect of in-coming and out-going goods, office property etc.
- 2.4.8 Ensuring that no un-authorized person enters into office premises and/or create any nuisance or disturbance.
- 2.4.9 Keeping vigilance inside the office and colony premises.
- 2.4.10 Providing security escort with PDIL personnel for withdrawal of cash from bank etc.

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2.4.11 Regulating water supply system in the staff colony(Project Nagar) at Gotri & in office by operation of pumps/valves etc.

2.4.12 To hand over air/rail tickets of PDIL officials when the office is closed.

2.4.13 Carrying out any other task allotted by PDIL in the interest of security of PDIL property/employees.

3.1. In case of non-compliance of the following, a penalty may be levied on the basis of certificate signed by the Controlling Officer, PDIL, Vadodara. The penalty for the defaults is as under:-

S. No.	Nature of default	Penalty in ₹ (Per person per day)
1	Late Reporting	₹ 50/-
2	Non Reporting	₹ 50/-
3	Refusal of duties	₹ 200/-
4	Non-observance of Dress code	₹ 50/-
5	Not bearing Identity Card	₹ 50/-
6	Change of security guard without prior permission	₹ 100/-

On reporting of default of any type mentioned in this column on more than 3 occasions, the contract is liable to be cancelled and performance security deposits will be forfeited. PDIL will be at liberty to take decision in this regard.

3.2. The contractor shall be liable for all costs, damages, expenses suffered or incurred by the PDIL, Vadodara due to the contractor's negligence or its employees which shall be recovered from the agency bill / Security Deposited. The decision of the PDIL, Vadodara regarding such failure of the contractor and their liability for the losses, etc. suffered by the PDIL shall be final and binding on the contractor.

4.0 General

4.1 It shall be the responsibility of the contractor to get all licences and statutory clearances from the local administration or any other statutory authority for undertaking the subject job.

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- 4.2 The Security agency shall ensure that the personnel employed by them do not engage in any undesirable activities, whether within or outside the PDIL premises. In the event of any loss being occasioned to the company on account of negligence of the Contractor's employees, the contractor shall make good the loss sustained by PDIL, either by proper replacement or on payment of adequate compensation.
- 4.3 The security agency shall give full bio-data of each security guard / supervisor along with copies of discharge certificates, service records, credentials etc. duly verified and certified for our acceptance.
- 4.4 It shall be the responsibility of the security agency to provide housing/ Transportation etc. to their personnel.
- 4.5 Contractor shall be responsible for payment of minimum wages, as revised from time to time through Central Govt. notification and all other applicable statutory benefits to the personnel deployed in PDIL premises. The contractor shall also be responsible for maintenance of relevant registers and compliance of all statutory requirements as per various Acts/ordinances related to the services or that may be promulgated later on, including submission of the same to Govt. officials as and when required.
- 4.6 Contractor shall be responsible to observe and comply with all statutory requirements including contract labour Act 1970, Minimum wages Act, Bonus Act, EPF Act, Labour Laws and Regulation in vogue both of Central and State Govt.s. in carrying out the subject job. PDIL shall be kept indemnified against any action brought against it or any violation/non-compliance of any Act, Rules & Regulation, including contribution wherever applicable under ESI/EPF/Wages Acts Etc. The agency shall provide the details of deductions submitted to Government agency for their employees deployed in PDIL towards ESI / EPF along with monthly bill and copy of yearly statement (Form 3A & 6A) submitted to PF department showing details of money deposited with them without fail.
- 4.7 In case of any increase due to statutory hike in the minimum wages during the contract, the same shall be brought to the notice of PDIL and shall be paid on production of documentary evidence. The revision shall be applicable for both the categories of personnel. However, the service charges shall remain firm during the contract period.
- 4.8 In case of any extra hour duty over and above the normal 08 hours duty, the rate shall be arrived at by dividing the per day rate by 8 hours and multiplied by 2. i.e. double the hourly rate. This shall be applicable for both the categories of personnel.
- 4.9 The contractor shall indemnify PDIL against any claim whatsoever, in respect of person engaged by the contractor. PDIL shall in no way have liabilities for contractor's personnel.

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- 4.10 The contractor shall effect monthly payment through Account Payee Cheque / Bank transfer to respective savings accounts of the concerned personnel by 7th of following month and submit proof thereof like, bank transaction number or bank statement duly signed & stamped by Bank as a token of having received the payment to be credited to respective accounts of the personnel concerned, along with wage book duly signed, and completed & copy of salary slips showing the details as per Form N o. XIX, with original attendance sheet of the month. For effecting transfer of payment to bank account, the Contractor shall ensure that the personnel being deputed shall have bank account for the above purpose. In case payment is made through account payee cheque, Agency should hand over the cheque to the respective person in presence of the Representative of P&A Department and signature obtained.
- 4.11 The contractor shall act as an independent operating agency, not as an agent or employee of PDIL.
- 4.12 The contractor shall have to observe all safety rules and safety precautions.
- 4.13 The personnel deployed at PDIL's premises by the contractor shall be the employees of the contractor for all legal purposes and consequences. Moreover they shall not claim for any kind of right regarding the employment in PDIL and other related benefits.
- 4.14 Contractor shall arrange necessary insurance coverage for all risk to his personnel deployed to provide services as outlined in the ITB/Scope of work.
- 4.15 Leave Salary & Bonus, if applicable, shall be as per rules on submission of claims.
- 4.16 The security personnel deployed should not have any criminal back ground. They should also not have any type of FIR in any police station. The Bio-Data of the Security Personnel shall be given to PDIL for approval before deployment. **PDIL reserves the right to ask the Security Agency to remove any guard found to be not discharging his duties satisfactorily and the Security Agency will immediately remove such person or persons and replace them immediately with suitable persons.**
- 4.17 The service tax shall be payable extra as per Govt. guidelines.
- 4.18 Quotations received with nil service charges will not be considered.



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ANNEXURE-IB

VENDOR DATA FORM

Sl.No.	Description	Details
1	Annual turnover:	
1.1	Financial year -2009-2010	
1.2	Financial year - 2010-2011	
1.3	Financial year - 2011-2012	
2	Resources:	
2.1	No.of employees (trained)	
2.2	No.of ex-army security personnel	
3	Estt.Regn No.(enclose copy)	
4	Details of Proprietor/Chief Executive	
5	PF Regn.No.(enclose copy of registration)	
6	ESI Regn.No.(enclose copy of registration)	
7	PAN of Income-Tax(encl.copy)	
8	Service Tax Regn.No.(encl.copy)	
9	Details of contracts held indicating the name of organisation, with documentary evidence like, copies of order etc.	
10	Any other information/details	

(Signature)

(Name & official seal)

Date:

Nit-sec.



PROJECTS & DEVELOPMENT INDIA LIMITED

Vadodara

UNPRICE SCHEDULE / BID (ATTACHMENT-III)

PVMM/Service/Admn/12-13/E-008-ATCH-III, Rev.0

Doc. No. & Rev.

Sheet 1 of 1

ENQUIRY/ITB NO. : PVMM/Service/Admn/12-13/E-008 (ET ID:2013_PDIL_604_1)