

HARYANA POWER GENERATION CORPORATION LIMITED

An ISO: 14001 and OHSAS: 18001 Certified Company
(Regd. Office: URJA BHAWAN, C-7, SECTOR-6, Panchkula)



HPGCL

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES

TO

**HPGCL CORPORATE OFFICE, URJA BHAWAN, C-7, SECTOR-6,
PANCHKULA**

**CHIEF ENGINEER/ADMINISTRATION
H.P.G.C.L, URJA BHAWAN, C-7, SECTOR-6,
PANCHKULA – 134109
TELEPHONE NO. 0172- 5022445**

JANUARY— 2013

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(Regd. Office: Urja Bhawan, Sector-6, Panchkula)
Telefax:0172-5022445, E-mail:rk.chandan@hpgcl.gov.in

INDEX

Sr. No.	Description	Page No.
1.	Notice Inviting Tender	4
2.	General instructions to tenderers	5-8
3.	Definition of Terms	9
4.	Information of Urja Bhawan	10
5.	General Terms & Conditions	11-16
6.	Annex-I Acceptance Letter	17
7.	Annex-II Deviation from specifications	18
8.	Annex-III Price Bid	19
9.	Annex-IV List of Enclosures	20

NOTE: Each page of the Tender Document to be signed by authorised representative of the Tenderer with date and Firm's stamp.



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NOTICE INVITING TENDER

NIT No. 13/T&M-125

Dated: 25.01.2013

Sealed tenders are hereby invited in two parts (Part-1 will be commercial & technical bid and part-II will be price bid) on behalf of HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL) from experienced contractors registered with Regional Provident Fund Commissioner, Employees State Insurance Corporation (ESI) and having license from Labour department under labour act 1970 and service tax no. for providing the Security Services for a period of One Year as follows:-

Sr. No.	Description of work	Earnest Money	Cost of Tender document	Contract Period
1	"Providing Security Services-Round the Clock at Urja Bhawan, C-7, Sector-6, HPGCL, Panchkula	Rs. 33,000/- in cash or Demand Draft drawn on a schedule bank payable at Panchkula in favour of Sr.A.O/EAD, HPGCL, Panchkula.	Rs. 1125/-	1 year

1. The tender document containing scope of work and terms and conditions can be obtained from the website & from the O/o Dy.Secy/T&M as per the following schedule:-

- Period of issue during working days : Up to 19.02.2013 from 10 AM to 4 PM.
- Last date of submission of requests : 20.02.2013 at 1.00 PM.
- Date & Time of opening of requests Part-I : 20.02.2013 at 3.00 PM.

2. The tenderer should submit documentary evidence in support of the eligibility criteria as mentioned below along with their offer.

- The bidder should have already executed one similar job of Government Department/Semi Govt. / PSU's of not less than Rs. 12 lacs in any of the last three years and having average annual turn over of Rs. 30 lacs in the last three years.
- Registration with Labor Commissioner, Haryana, independent EPF Authority Account Number and Service Tax Number.
- Minimum experience of 3 years is required for applying the bid.

3. The NIT & Tender document can be down loaded from HPGCL website www.hpgcl.gov.in but the bid of only those bidders shall be accepted who either purchase a set of tender document from HPGCL or submit the prescribed cost of tender document along with submission of tender.

4. Conditional /fax/ telegraphic tender will not be accepted under any circumstances whatsoever.

5. In case the last date of issue, receipt and opening of tender happens to fall on a holiday, then the tender will be issued, received and opened on the next working day.

6. Negotiations, if required shall be held only with the L-1 bidder as per Haryana Govt. notification dated 28-05-2010

7. HPGCL reserves the right to reject any/ all requests without assigning any reason whatsoever.

8. LIST OF ENCLOSURE TO BE SUBMITTED BY THE BIDDERS:

The Tender, purchased or downloaded from HPGCL website should be submitted in a sealed envelope subscribing NIT No.13/T&M-125 dt. 25.01.2013 consisting following documents in envelopes Part-I & Part-II.

Part-I in a separate envelope marked as "Technical Bid" should contain following envelopes:-

- Cost of tender document of Rs.1125/- in a separate envelope marked as "Cost of tender documents".
- Earnest money of Rs. 33,000/- in the form of DD drawn on a Scheduled Bank payable at Panchkula in favour of Sr. A.O/EAD, HPGCL, Panchkula in a separate envelope marked as "Earnest Money".
- Proof of meeting qualifying conditioning in a separate envelope marked as "Qualifying documents".
- "Acceptance Certificate" in a separate envelope as per Annexure-I.
- "Deviations from the Specifications" if any in a separate envelope as per Annexure-II.

Part-II in separate envelope marked as "Price Bid" as per Annexure-III.

Dy. Secy. /T&M,
URJA BHAWAN, C-7, SECTOR- 6,
HPGCL, Panchkula-134109
Tele: 0172-5022445



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GENERAL INSTRUCTIONS TO TENDERERS

The following instructions must be carefully observed by all tenderers. Tenders not strictly in compliance with instructions will be liable to rejection.

1. The tenders should be addressed to the Dy.Secy./T&M, HPGCL, C-7, Urja Bhawan, Sector-6, Panchkula - 134109, where these shall be opened on prescribed date and time indicated in the NIT. Bidders may remain present if they want to for witnessing the tender opening process.
2. The Tender must be on the prescribed tender form of HPGCL completed in all respect otherwise it will be liable for rejection.
3. Sealed Tenders should be submitted in **two parts** i.e. PART-1 (Technical & Commercial bid) and PART-2 (Price Bid) either in person or through registered mail super scribing **NIT No. 13/T&M-125 dt. 25.01.2013**. All pages should be duly signed & stamped by the Firm.
4. **Part-1 (Technical & Commercial Bid):-**
Part-I in separate envelope should accompany the following documents:-
 - 1) Cost of tender document of Rs.1125/-(Non-Refundable) in a separate envelope marked as **“Cost of tender documents”**.
 - 2) Earnest money of Rs. 33,000/- in the form of DD drawn on a Scheduled Bank payable at Panchkula in favour of Sr. A.O/EAD, HPGCL, Panchkula in a separate envelope marked as **“Earnest Money”**.
 - 3) Proof of meeting qualifying conditioning in a separate envelope marked as **“Qualifying Documents”**.
 - 4) **“Acceptance Certificate”** in a separate envelope as per annexure-I.
 - 5) **“Deviations from the Specifications”** in a separate envelope as per annexure-II.
5. **Part-2 (Price Bid):-**
Price Bid should be as per Annexure-III.
The eligibility of the bidders based on the qualification requirements submitted by them shall be decided by the committee constituted by Chief Engineer/Administration, HPGCL, Panchkula. The decision of the committee shall be final and binding on all the bidders. Part-II i.e price bid of only eligible bidders shall be opened on subsequent date which shall be intimated to those tenderer whose part-I is considered complete and found eligible by above committee as per tender documents technically and commercially suitable.
6. **Part-1 (Technical & Commercial Bid) and Part-2 (Price Bid)** should be in a sealed envelope subscribing **NIT No.13/T&M-125 dt. 25.01.2013** in clear words.
7. **Qualifying Documents:-**
Part-1 Technical & Commercial Bid should accompany the following documents as Qualifying requirements:-
 - a) Proof for having the contractor/ firm registered with the Labour Department, Govt. of

Haryana and possessing the Labour License.

- b) Proof for having the contractor/ firm registered with the Provident Fund Commissioner and possessing permanent EPF Registration Number/ Account Number, ESI Registration and Service Tax Number.
- c) Proof of experience for successfully carrying out one single similar jobs of Government Department/Semi Govt./ PSU's of not less than **Rs. 12 lacs** in any of the last three years and having average annual turn over of **Rs. 30 lacs** in the last three years.

8. The qualifying criteria of only those firms will be considered who have deposited cost of tender documents and EMD; otherwise the tender will be rejected out rightly.

9. **DEVIATIONS FROM SPECIFICATIONS:-**

In case the firm wants to take any deviation from the technical & commercial specification or other terms & Conditions of NIT, the deviations so taken should be submitted on a separate sheet as per Annexure-II indicating **DEVIATIONS in respect of NIT No:-13/T&M-125**, otherwise it will be considered that the firm agrees all terms & conditions of the NIT.

10. **OPENING OF TENDER:-**

The Tenders (i.e. PART-1 Technical & Commercial bid) will be opened on the date and time prescribed in the Notice Inviting Tenders. In case the last date of submission/ date of opening falls on a holiday or it is declared subsequently for any reason then the next working day shall be reckoned as the date of opening. The PART-2 Price Bid will be opened subsequently after evaluating Technical & Commercial bid.

11. The contractors/ firms are advised to visit the office site before hand to acquaint themselves fully about the quantum of work involved and the prevailing conditions, before the submission of the tender. No claim on this account whatsoever shall be entertained from the contractor or/ firm afterwards. No compensation on account of any site difficulties or ignorance will be entertained at a later date after award of work.

12. The firm should not submit the tender if any of his relative is posted in HPGCL and who is dealing with the day today work including passing of the bills etc. and who is working in any capacity required him to give instructions as member of the Board. In case of breach of this condition, HPGCL may penalize the contractor/ firm and the work entrusted to him may be terminated. The term relative is meant wife/ husband, son/ daughter, brother & sister, uncle, cousins and their correspondence in-laws. The tenders shall also supply the list of officers and employees of HPGCL related to him.

13. The each page of the tender document, scope of work and general terms and conditions should bear the signature of the tenderer person in English/ Hindi language. The rates quoted should also be written in English/ Hindi language in figures as well as in words in such a way that interpolation is not possible. In case of figures, the words should also be written before the amount and the word paisa be written after decimal figures e.g. Rs. 2.51 paisa and in case of word 'Rupees' should be written proceed and the word 'paisa' should be written at the end. Unless the rate is the whole Rupees and followed by the word 'only' it should invariably be upto

two decimal places rates should be quoted in ink only. In case of any ambiguity/discrepancy, the rates quoted in words shall be considered as correct.

14. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing liable to be rejected.
15. Overwriting in rates shall make the tenders liable to be rejected. In case of cutting in the rates, the Bidders should attest the same by putting his full signatures and the figures so attested should be mentioned in words also under full signatures.
16. Tenders should positively be submitted before the last date & time prescribed for receipt. Those received late will not be entertained in any circumstances.
17. HPGCL will not be responsible for any postal delay in submission / receiving of tender on any other account.
18. Tenderer shall not withdraw as a whole or in part, any clarification/confirmation given by them, subsequent to submission of their Bid Proposals. In the event of any such withdrawal, the HPGCL shall have the right to forfeit and encash the EMD (Bid Security).
19. The Bid Security (EMD) will be forfeited if after the issue of the Letter of Intent, Bidder fails to execute the Contract Agreement.
20. The Bid Security (EMD) of all the participating Bidders (except that of the Successful bidder) will be returned on request after the allotment of Contract to the successful Bidder. However, no claim on interest shall be entertained.
21. In case the documents submitted in respect of qualifying criteria is not as per NIT, the EMD deposited will be refunded in total and will be sent through regd. post at the firms address mentioned in the tender.
22. Amendment to Bid documents:
The Owner reserves the right to issue any revision, amendments, clarifications, etc to the specifications and documents to the Bidders to whom the Bid documents were issued, giving reasonable time, prior to the last date of receipt of the Bid Proposal. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
The amendment will be notified in writing and communicated by Fax / courier /e-mail to all Bidders who have received the Bid Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment and it will be assumed that the information contained therein will have been taken into account by the Bidder in its Bid Proposal.
23. Tenderer if required may request for pre-bid clarifications before submitting the bid documents.
24. HPGCL reserves the right to accept the offer in full or parts.
25. The HPGCL reserves the right to reject any or all tenders received without assigning any reasons.
26. Haryana Power Generation Corporation Limited authorities does not bind itself to accept the lowest tender and reserves the right to itself accept the whole or part of the tender and the tenderer shall be bound to perform the same at the rates quoted in his tender.
27. The tender should be typed or written in ink. Offer/ tender written in pencil shall be ignored.

28. The price must be quoted in Indian National Rupees (INR) only.
29. **VALIDITY:** - The validity of the offer should not be less than 180 days from the last date of opening of price bid of tender.
30. The payment shall be made by the Sr. A.O. /EAD, Urja Bhawan, HPGCL, Panchkula through cheque payable at Panchkula. Any charges like the Bank Charges, DD Charges which occurs due to any request of the supplier shall be to the account of Bidder.
31. Following tenderers shall be exempted from the deposit of earnest money. They shall however be required to submit supporting documents for claiming exemption:
 - i) Wholly Govt. of India owned undertakings.
 - ii) Wholly State owned undertaking of Haryana.
32. The contract will come into force on the day, the purchaser issues LOI either through telegram or by a letter through post. The date of Letter of Intent (LOI) shall be reckoned as 'Zero Date' for commencement of Contract for all purpose and intents.
33. The Tenderer shall quote the prices strictly in accordance to the price schedule. The statutory variation in taxes & duties or imposition of any new tax / duty / cess etc. after issue of LOI shall be to the Purchaser's account.
34. The Firm should not be blacklisted by any State Govt. /Center Govt. or any other Agency. In case of wrong declaration Firm itself shall be liable for consequences.



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DEFINITION OF TERMS

- (i) 'Owner/ HPGCL' shall mean Haryana Power Generation Corporation (HPGCL) on whose behalf the NIT/Tender is issued and shall include his successor and assignees as well as his authorized officers/representatives.
- (ii) 'Tenderer/Firm/Agency' shall mean party /the company/ the agency who is submitting the offer against this NIT/Tender and shall include their heir, legal representatives, successors and permitted assignees.
- (iii) 'Engineer-in-Charge' shall mean duly authorized representative who shall supervise the work and shall sign the contract on behalf of HPGCL.
- (iv) 'Engineer' shall mean Assistant Engineer, Assistant Executive Engineer, Executive Engineer, Superintending Engineer HPGCL, who are appointed by corporation for the project.
- (v) 'Office' shall mean the Urja Bhawan, C-7, Sector-6, HPGCL, Panchkula.
- (vi) 'Site' shall mean the actual place on, into or through which the work is to be carried out under the contract or any adjacent land, path street which may be allotted or used for the purpose of carrying out the contract.
- (vii) 'Material' shall mean and include the materials to be supplied by the contractor under the Contract as per schedule of tender/ bill of material.
- (viii) 'Works' shall mean to provide Security Services as mentioned in bidding document along with associated uniforms/arms/accessories etc. for Urja Bhawan, C-7, Sector-6, HPGCL, Panchkula.
- (ix) 'Financial Year' shall mean from 1st of April of the year to 31st of month March of the next year
- (x) 'Month' shall mean the calendar month.
- (xi) 'Contract' shall mean the offer and the associated terms and conditions accepted by owner and the contractor including other documents agreed between the parties.
- (xii) 'Letter of Intent' shall mean letter from the Engineer-in-Charge conveying acceptance of the tender subject to such reservation as may have been stated therein.
- (xiii) 'Effective date of contract' shall mean the calendar date on which the owner have issued to the contractor the letter of intent (LoI) of work.
- (xiv) 'Contract' period shall mean the period for which the contract shall be executed as agreed between the owner and the contractor in the contract.
- (xv) Contract price shall mean the prices referred to in the agreement of the contract.
- (xvi) 'Notice' in Writing ' or Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (xvii) 'Act of Insolvency' shall mean any Act of Insolvency as defined by the Presidency Town insolvency Act, or the Provisional Insolvency Act or any amending statute.



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INFORMATION REGARDING URJA BHAWAN C-7, SECTOR- 6, PANCHKULA.

Haryana Power Generation Corporation Limited (HPGCL) is operating from its Corporate Office, Urja Bhawan, in a plot of approx. 1 acre, C-7, Sector-6, Panchkula since Feb, 2010. The details of Plot is as under:-

- (i) Total Plot Area- 3600 sq.m
- (ii) Terrace Area – 1010 sq.m
- (iii) Paved Area – 1920 sq.m
- (iv) Green Area- 670 sq.m

The building is four storey with basement. The covered area is each floor is approx. 950 sq.m and the basement area is approx. 1100 sq.m. The basement is to be used for parking of vehicles, Electrical panel, Air Conditioning system, other services etc. The offices are mainly housed in the Ground floor and other three storey of the building.

The building has been constructed with Class-I specifications and all modern facilities. The floors are made with the vitrified tiles, marble, kota-stone tiles, Granite. Stainless steel railings have been provided in the staircase and other places. All Windows, Stair Hall are Single/double glazed with toughened glass and the building front elevation is also of spider glazing. There are 37 nos. toilets at various floors Western & Indian Style, tiles, bath fittings etc. The Cabins are made of Aluminum partitions partly glazed / laminated wood panels. Works stations have been provided on all the floors. Building is fully air conditioned.

There are two nos. lifts of Johnson make and capacity of 5 nos. of people starting from basement to the third floor.

The Fire fighting System have been provided broadly comprising of

- (a) Wet Riser & Sprinkling System – Pumping equipments
- (b) Motor Control/ Lt Panel
- (c) Water supply & Drainage pumping equipments
- (d) Hydrants and sprinklers
- (e) Piping and valves and accessories.
- (f) Cable trays, Cabling and earthing.



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GENERAL TERMS & CONDITIONS

1. Scope of work:-

- 1) Providing security cover to protect the property of HPGCL at all times against **theft, burglary, damage by unwanted elements, property** etc from outside the premises but within the perimeter of Urja Bhawan.
- 2) Providing assistance to HPGCL in case of **strikes, riots and labour unrest**.
- 3) Manning of security posts identified by HPGCL round the clock for performing **watch and ward** duties and such other duties as allotted by HPGCL management.
- 4) **Ensuring entry of the employees of the HPGCL/VIPs** etc. into the premises under all conditions including hindrances, dharnas, strike and gherao etc. caused by any individual or group of persons.
- 5) Checking all **in-coming and out-going goods and vehicles** from Urja Bhawan.
- 6) Ensuring compliance of **safety regulations** including smoking restrictions etc.
- 7) **Any other duty** regarding Security, Watch & Ward of Urja Bhawan assigned by HPGCL.
- 8) To check **entry of stray cattle/animals** in the premises of Urja Bhawan.
- 9) The security personnel employed by the agency shall have **good physique** without any physical/mental disability which would hamper the discharge of their duty and shall not be of more than 50 years age.
- 10)The Security personnel shall perform duties in **shifts/general duties** as per requirement and as per direction of HPGCL and his authorized representative.
- 11)Any other duty as may be assigned from time to time and as the need arises.
- 12)The security personnel shall perform duties in shifts/general duties as per requirement and as per direction of HPGCL and his authorized representative.
- 13)To manage proper parking of vehicles in basement and open parking area.

2. Start of Contract:-

On issue of the letter of intent (LOI)/award of work, the agency shall mobilize all men & material at the HPGCL Corporate Office, Urja Bhawan, C-7, Sector-6, Panchkula required for the job contracted on the date of commencement i.e. the date on which the services of security guards are provided at the HPGCL Corporate Office, Urja Bhawan, C-7, Sector-6, Panchkula failing which earnest money deposited shall be forfeited.

3. Contract Period:-

The contract period will be for **One year** w.e.f. date of commencement. Initially the work of agency will be watched for 3 months from the date of commencement of work. If services provided by agency are found satisfactory, the same will be extended up to one year which will be further extendable to 3 months with the approval of competent authority on the same rates, terms & conditions.

4. Man Power Strength:-

The Security Company shall depute **01 Inspector & 09 security guards (without Arms)** round the clock and shall be responsible for weekly off, National Holidays & other Holidays and **01 no. Security Guard (with Arms)** in general shifts except Sundays/holidays. Medical Fitness Certificate of all the Security Staff should be submitted 6 monthly.

- a) **Inspector (General Shift)** - **01 No.** (For command and control of security personal liaison with company, police & local civil Admn. etc)
- b) **Security Guards with Arms** - **01 No. (Valid License holder)**
(Except on Sundays/Holidays)
(In General shift) (Copy of valid License of Arm is to be Submitted in the office)
- c) **Security Guard (without Arms)** - **09 Nos.** (For three shifts)
(03 Nos. Security Guards per shift)
- d) **The Timings of shifts will be as under:**
 - i) First shift - 0800 hrs to 1600 hrs.
 - ii) Second shift - 1600 hrs to 2400 hrs.
 - iii) Third shift - 2400 hrs to 0800 hrs.

5. Nature of Man Power:-

Agency will try and position only ex-servicemen from defense services. However, there being a paucity of ex-servicemen in tri-city, at least 60% of the total strength employed must be Ex-service men. Remaining 40% must be trained as per the Private Security Agencies (Regulation) Act, 2005. It is mandatory for Agency to submit copy of valid training proof/certificates of their personnel deployed in HPGCL.

6. Payment terms:-

- 1) The Agency shall submit to HPGCL its monthly bills in triplicate along with necessary certificates within 15 days of the expiry of the month. HPGCL shall release due amount after making recoveries if any, through crossed A/C Payee cheque in favour of Agency.
- 2) The Agency shall be responsible for obtaining **labour license** and fulfilling **ESI, EPF, Service Tax, Gratuity, Labour laws act, General Insurance, Workmen compensation insurance** act etc. & all other statutory requirements, as applicable, entirely at his own cost.
- 3) **Income tax** as per the Indian Income Tax Act, shall be deducted at source from the running bills of the contractor.
- 4) **Service Tax** will be reimbursed on presentation of documentary proof.
- 5) The persons so deployed by the Agency shall remain under the control and supervision of the Agency and Agency shall be liable for timely payment through cheque of their wages and other benefits admissible under labour laws etc. and all the other dues, which the Agency is liable to pay under various regulations and other statutory provisions.
- 6) A photocopy of documents viz wages, EPF, ESI, insurance cover of security personnel and deposit of service tax shall be submitted along with monthly bill.

Separate challan (EPF & ESI) should be submitted in respect of employees deployed at HPGCL site.

7. Security deposit as a contract performance guarantee:-

- 1) The Earnest money already deposited by the contractor at the time of submission of tender application shall be adjusted towards the security deposit.
- 2) In addition to this, HPGCL shall deduct security @ 5% from the running bills for faithful execution of the contract. The total amount of security deduction shall not exceed 5% of the contract value. The security shall be released to the agency after two months of successful completion of work.
- 3) No interest of any kind and on any account, whatsoever shall be paid on the said security deposit.
- 4) The Earnest money deposited to unsuccessful bidders will be refunded only after finalization of tender without any interest.

8. Damages For Absentees & Failure of Performance:-

- 1) In case of absence of deployed personnel, substitutes will be provided by Agency without any additional liability of HPGCL. This is further clarified as below:
 - i) If the person deployed as Inspector takes leave or is absent, then he should be substituted by Inspector only; only then the wages of Inspector will be paid. On the other hand, if the Inspector is substituted by the guard, the wages of guard will be paid.
 - ii) A guard (without arms) should be substituted by guard only. If he is substituted by Inspector or with any higher rank official, the wages of guard will only be released.
- 2) In case of absence of deployed personnel, in addition to non-payment of salaries for the days of absence, an amount of Rs.100/- per man per day of absence shall be deducted towards damages and not as penalty from the bills of Agency.

9. E.P.F. REGULATION

- 1) The contractor/ firm should be registered with the provident fund commissioner, Govt. of Haryana and should possess the permanent EPF Registration number.
- 2) The contractor/ firm shall ensure EPF deduction under the rules from the wages of workers/ employees engaged by him against the said work and shall deposit the same along with the contractor's contribution with the EPF Department every month under intimation to this office alongwith documents. The photocopies of the receipted Challan shall be submitted by the contractor/ firm along with the subsequent monthly bills. The individual A/c No. of each employee, employed against the work shall also be supplied by the contractor.

10. CONTRACT LABOUR ACT, RULES & REGULATIONS

- 1) The contractor/ firm shall abide by all the labour acts, rules and regulations as framed by Central/Haryana Govt. and as amended from time to time and applicable to HPGCL such as contract Labour (R&A) Act, 1970 payment wages Act-1936, payment of minimum wage Act.
 - 2) The contractor/firm shall also maintain the necessary records/registers in respect of his/their employees, as required under the labour rules and regulations and the same shall be made available to the Officer-in-charge/ HPGCL for checking/ inspection as and when required.
 - 3) The contractor/ firm shall obtain a Labour license from Labour Commissioner, Haryana for the number of employees/ labour to be engaged/ deployed against this contract.
 - 4) The Labour Rules and Regulations shall be deemed as part of the contract and breach there of shall be deemed as breach of the contract.
 - 5) In order of cope with the obligations on the part of the contractor under the Workmen Compensation Act-1923 it would be incumbent upon the contractor to obtain the Workmen's Compensation Insurance Policy from an approved insurance company as already asked for under Para (5) above to cover up the risk of injury/death of the labour engaged by him at site, it is however, made clear that the bill not be entertained in absence of submission of Insurance policy by the contractor.
 - 6) The contractor /firm shall indemnify the department against all the obligations of Labour Rules and Regulations such as Minimum Wages Act, EPF Act etc.
 - 7) The contractor/ firm shall have to make the payment to the labour so engaged at his end and as per prevailing Labour Rules & Wages Act.
 - 8) The contractor shall comply with all the Central and State Government Laws, Statutory Rules, Regulations etc. such as the payment of Wages Act, Minimum Wages Act Workman Compensation Act Contractor Labour (R & A) Act-1970 Employer's Liability Act, Industrial Disputes Act and any other acts, Laws Rules and Regulations for labour as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local Government Body, Police and other relevant authorities all such notice/ information's as may be required by the law.
- 11.** HPGCL reserves the right to increase/decrease security personnel ($\pm 20\%$ of total strength) as per requirement at site.
- 12.** Security equipment such as Hand Held Metal Detectors, Door Frame Metal Detectors & Hand Held Search Lights as required will be provided by Agency only.

13. The Agency shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Corporation premises. The agency shall be responsible for all the injury and accident to persons employed by him while on duty.
14. All the liabilities of workers shall be of Agency. Agency shall indemnify HPGCL against any/all claims whatsoever arising out of or connected with this contract. Persons deployed by the Agency for the work shall be employees of the Agency for all intents and purposes and in no case there shall be relationship of employer or employee between the said personnel and the HPGCL.
15. In case damages / loss is caused to property of the HPGCL in Urja Bhawan due to negligence of the Agency's persons deployed, the Agency will have to make good the losses suffered by the department, failing which the losses will be recovered from the dues of the agency.
16. The deployed personnel shall mark their attendance by signing in register to be maintained by Agency as per the instructions of authorized representative of HPGCL.
17. Agency will supply uniformed and trained personnel and will use its best endeavors to operate the services to the entire satisfaction of the client. The agency shall ensure that the workers are punctual and remain alert and vigilant in performance of their duties. The agency shall provide the training certificates of personnel deployed in HPGCL.
18. Security Personnel once posted shall not be changed without prior permission of the HPGCL. The HPGCL shall have the right within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the guard with prior permission of the client, emergencies exempted.
19. HPGCL or his authorized representatives shall be at liberty to carry out check on the persons so deployed by the agency in order to ensure that they are doing their duties properly. The Agency shall be responsible for discipline/welfare, good conduct and behavior of its personnel deployed and if any employee is found misbehaving, the agency will take suitable action against such employee as desired by the HPGCL.
20. The HPGCL shall not provide any transport, canteen, medical or living facilities to the Security Personnel. Uniform and other articles required for maintaining security will be provided by security Agency only at their cost.
21. The security agency is to ensure that Uniform and Kit is issued to each staff and the guards are smartly turned out at all times. It is to be ensured that the uniform, badges and other accoutrements provided to the guards are not similar to Army/Navy/Air Force/CPOs/ State Police Organizations. Each security guard will be provided summer/winter uniforms including shoes, raincoat/umbrella/torch etc. All security equipments like metal detector, torch, whistle, lathi, etc. shall be provided by the agency. The agency shall also issue proper laminated card to the personnel deployed who shall prominently display their identify card while on duty.
22. The cost of uniform and other material as mentioned above will be included in the quoted cost and nothing extra is payable on this account.
23. The Agency at his own cost, shall take adequate **insurance coverage** to take care of all his liabilities to the extent both in time and in amount for all risks and hazards which

will pertain to all the services to be provided under the contract and pursuant to his deployed personnel to the extent acceptable to Nationalized Insurance Companies.

- 24.** The Agency will also provide Medical Fitness Certificate of his staff deployed at the HPGCL Corporate Office, Urja Bhawan, C-7, Sector-6, Panchkula. The Agency will be responsible to ensure Medical Fitness of his staff.
- 25.** The HPGCL reserve the right to assign the job to any other agency during the contract period in case of any default by the agency by canceling the contract.

26. Termination of contract:-

- 1) In the event of agency being adjudged insolvent or having received an order made against him under the insolvency act or in case the agency is a company or society then the event of passing of any resolution or appointment of a provisional/official liquidator order of winding up on whether voluntarily or otherwise or in the even to agency failing to comply with any of the condition specified herein, the HPGCL in addition to his other right and powers shall have the right and power to terminate the contract without prior notice.
- 2) The contract may also be terminated at any time by giving one-month notice to the agency in writing for committing breach of any of the terms and conditions of the contract or without assigning any reason and this decision to terminate the contract will be final and binding on the agency.
- 3) Agency may also terminate the contract at One Month Notice duly stating the reasons in writing.

27. Arbitration:-

All matters, questions disputes differences and / or claims arising out of and / or concerning and / or in connection and / or in consequences or relating to the Contract whether or not obligation of either or both Parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole arbitrator, to be appointed by Managing Director, HPGCL or by any other authority of the HPGCL duly authorized for this purpose by the HPGCL.

Subject to aforementioned provision, the provisions of the Arbitration and conciliation Act, 1996 the Rules framed there under and any statutory modifications made thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

28. Jurisdiction of Court:-

All legal proceedings in connection with the contract will be subject to the jurisdiction of local courts at Panchkula or Punjab & Haryana High Court, Chandigarh.

29. Contract Agreement:-

Agency shall submit non-judicial stamp paper of appropriate value within 15 days of issue of this letter of allotment/LOI for executing the contract agreement.

**Dy. Secy. /T&M,
URJA BHAWAN, C-7, SECTOR- 6,
HPGCL, Panchkula-134109
Tele: 0172-5022445**

Acceptance Certificate

I _____ Designation _____

of (Name of the Company) _____

hereby accept the terms and conditions of the tender document.

**Signature of authorized
Signatory of the firm with stamp**

SCHEDULE OF DEVIATIONS FROM THE SPECIFICATION

In the table, the Tenderer shall set out all deviations clause by clause. The bid shall be deemed to conform to purchaser's specification in all respects unless specifically mentioned in this table.

Sr. No.	Clause No.	Detail of Deviations with justification.

Signature of authorized
Signatory of the firm with stamp

PRICE BID

Annex-III

Sr. No	Particulars	Description of Work & Time	Nos.	Rate of Wages inclusive all except Service Tax	Total Amount (Rs.)
1	Inspector	(General Shift) 0800 hrs to 1600 hrs	01 No.		
2	Security Guard (with Arms) i.e. Gunman(Having Valid License)	(General Shift) 0800 hrs to 1600 hrs Except Sunday & Holidays	01 No.		
3	Security Guard (without Arms)	(03 Nos. Security Guard Per shift) i) First Shift:- 0800 hrs to 1600 hrs. i) Second Shift:- 1600 hrs to 2400 hrs. iii) Third shift: - 2400 hrs to 0800 hrs.	09 No.		
4	Total Amount (Rs.)				

Note: -

- 1) In case of absence of deployed personnel, substitutes will be provided by Agency without any additional liability of HPGCL. In this regard clause no.8 should be followed strictly.
- 2) The rates quoted shall be per month in lump-sum for the services to be provided defined in the scope of work/ tender document inclusive of cost of manpower & machinery required and all incidental charges like ESI, EPF, weekly rest, uniforms, service charges and all taxes as applicable, but exclusive of Service Tax which shall be reimbursed after submission of proof of deposit of the same.

**Signature of authorized
Signatory of the firm with stamp**

List of Enclosures to be attached with the Tender Document

1. Earnest Money Deposit.
2. Original Tender Document containing Terms & Conditions duly stamped and signed by authorized representative of the firm.
3. Deviations from Terms & Conditions, if any.
4. Documentary Evidence regarding Qualification Criteria :-
 - i. Proof for possessing the Labour License from Labour Department, Govt. of Haryana
 - ii. Permanent EPF Registration number form Provident Fund Commissioner.
 - iii. Experience Certificates duly attested for successfully carrying out similar job as prescribed in NIT.
 - iv. Turnover Certificates from approved Chartered Accountant.
 - v. ESI Number.
 - vi. PAN Number / TAN Number.
 - vii. Profile of the Company including Partners & Bio-Data of the Top Officials of the Company.
 - viii. Current list of Clients wherein Cleaning Services are being provided.
 - ix. Copy of the Work Order of one single similar work executed successfully and completion certificate from the client of value not less than Rs. 12.00 lac per annum in the past three years in the premises of Govt. / Semi-Govt. / Public Sector Undertakings.
 - x. Details of the Bankers and Certificate from the Bank for providing Solvency Certificate of minimum value of Rs. 30.00 lac.
 - xi. Details of Arbitration / Litigation under process, if any.
5. Authority letter in the name of the Authorized Person who has signed the Tender Document / Price Bid on behalf of the Contractor of the Company.
6. Price Bid duly filled as per Annexure-III.

