



# **BHAGYANAGAR GAS LIMITED**

(A JOINT VENTURE OF HPCL & GAIL)

## **BID DOCUMENT FOR**

**HIRING OF SECURITY SERVICES FOR BGL CGS-  
CUM MOTHER STATION AT VIDHYADHARPURAM-  
VIJAYAWADA & KAKINADA.**

**UNDER LIMITED DOMESTIC  
COMPETITIVE BIDDING IN TWO BID SYSTEM**

**Bid Document No.: BGL/ 332/2016-17**

**VOLUME-II of II**



Bhagyanagar Gas Ltd.  
BHAGYANAGAR GAS  
LIMITED

Tender for Hiring of Security Services for BGL CGS-  
cum Mother Station at Vidhyadharpuram-Vijayawada  
& Kakinada.

Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

## CONTENTS

### VOLUME II OF II

- Section 7** : Scope of Work.  
**Section 8** : Special Conditions of Contract.  
**Section 9** : Schedule of Rates / Price Schedule.




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& Kakinada.

Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

## **SECTION 7 SCOPE OF WORK**

 <p>Bhagyanagar Gas Ltd. BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS-cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
---	---	----------------------------

### SCOPE OF THE WORK

#### INTRODUCTION:

Bhagyanagar Gas Limited, a Joint Venture of GAIL (India) Limited and Hindustan Petroleum Corporation Limited, was incorporated in August 2003 as a City Gas Distribution Company for distribution and marketing of CNG and distribution of Piped Natural Gas (PNG) to Domestic, Commercial and Industrial sectors in the State of Andhra Pradesh. Hyderabad, Vijayawada and Kakinada are the three Geographical areas in Andhra Pradesh.

Under the proposed Contract, it is proposed to provide Security Services to the following locations:

1. CGS-cum-Mother Station- Vijayawada
2. Mother Station, Kakinada

Scope of job involves providing Security Guards at all above stations with one guard in each shift to keep vigil and provide 24-hrs security services for the Company/Plant/premises, to maintain visitor register and staff register, to check incoming/outgoing vehicles/equipments/materials etc., to monitor and overall responsible for opening and closing of compound gates, to prohibit entry of unauthorized personnel/vehicles inside the premises, to frisk and search employees while going out of the premises, to patrolling strategically important areas, to act expeditiously during and emergency situation if any and any other responsibility concerned with security, which might be assigned from company side time to time.

#### SCOPE OF WORK:

1. On consideration of the remuneration payable by the Company to the Security Agency, under the contract agreement, the Security agency undertake to carry out Security Work of adequately safeguarding and maintaining vigilance of the Company's plant, facilities, products, stores, equipment etc., within the location premises.
2. The Security agency shall provide Security Guards to carry out the security work satisfactorily **ON ROUND THE CLOCK BASIS as mentioned in Deployment Schedule**. The timings of shifts and the requirement of number of guards per shift shall be finalized in consultation with the Engineer-In charge and the decision of the Engineer-In charge in this matter shall be final and binding on the Security Agency.
3. The Security agency will provide:
  - (i) Replacement of Security Guards in case of annual vacation, protracted illness, absenteeism, casual, sick leave etc., so as to ensure full staff compliment at all times.
  - (ii) Additional Guards (can be Civilians, in case of Non-availability of ex-servicemen) during Red Alerts, Maintenance Jobs etc. as per the directions of the Location- In-charge.



BHAGYANAGAR GAS  
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Tender for Hiring of Security Services for BGL CGS-  
cum Mother Station at Vidhyadharpuram-Vijayawada  
& Kakinada.

Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

4. The Security agency will be responsible for providing Security Surveillance and Vigilance including jobs of Firefighting, frisking, mob control etc., at all locations. Besides the Security agency will also maintain Visitors books, issue of Visitor passes and maintain various records required by the Company as well as statutory requirements. Security agency will also undertake locking and unlocking of premises / other facilities as directed by the Company.
5. In the event of theft to the Company's properties, the Security agency will submit report basis it's on investigation. If it is emerging that the security guards of this security agency are prima facie involved in such theft, then the security agency will remove those security guards from BGL duty and actively assist the Company to report such incidents to the Police on advice from the Company and do the necessary follow-up on the same. If required on BGL advice, the Security agency shall file FIR with police and carryout necessary follow-up.
6. No additional charges will be entertained for the Security Supervisor to visit locations.



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BHAGYANAGAR GAS  
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cum Mother Station at Vidhyadharpuram-Vijayawada  
& Kakinada.

Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

## **SECTION 8**

# **SPECIAL CONDITIONS OF CONTRACT**

 <p>BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS- cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
--	--	----------------------------

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**GENERAL INFORMATION:-**


The special conditions of contract shall be read in conjunction with general condition of contract(GCC), Schedule of rates, scope of work and any other document forming part of contract, wherever Context so Requires. GCC is available at tender issuing office and same shall be referred to by Tendered. Notwithstanding, the subdivisions of the documents in to separate sections every part of each shall be deemed to b supplementary of every other part and shall be read with and into the Contract so for as it may be practicable to do so. Where any portion of the special conditions of the Contract (SCC) is repugnant to or At variance with any provisions of the GCC then provision of SCC Shall be deemed to override the provision of GCC only to the extent of each repugnance or variations. In case of any contradictions the Decision of the Engineer-I In-Charge will be final and binding on the Contractor.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i. Letter of Acceptance/ LOI along with Statement of Agreed Variations.
- ii. Schedule of Rates as enclosures to Letter of Acceptance
- iii. Special Conditions of Contract
- iv. Service descriptions
- v. Instruction to Bidder
- vi. General Conditions of Contract
- vii. Indian Standards
- viii. Other applicable standards

**I. DEFINITIONS**

1. “Company / BGL” shall mean Bhagyanagar Gas Limited having its registered office at 2<sup>nd</sup> floor, Parisrama Bhavan, APIDC building, Basheerbagh, Hyderabad – 500 004.
2. The “Contract” shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions issued from time to time by BGL or any person authorized by the competent authority. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
3. The Contractor / Security agency / Agency shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firms or company, or the successors of such firms or company and the permitted assigns of such individual or firms or company.

 <p>BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS-cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
--	---	----------------------------

4. "Schedule" referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents/papers issued by BGL, Guidelines prescribed by RLC and the amendments thereto issued from time to time.
5. "Engineer-Incharge" shall mean the Deputy Manager- HR, H.O. or any other person(s) assigned by him from time to time at respective locations.
6. Officer-In-Charge shall mean the officer-In-Charge of the particular location.

## **II. Contract Performance Guarantee (CPG):**

On award of the Contract, the Security Agency shall submit CPG of an 7.5% of One Year Contract Value (Excluding Taxes and duties) in the form of account payee crossed Demand Draft or Bank guarantee as per the format prescribed in the Formats i.e. 5(ii) from any scheduled bank drawn in favor of M/s Bhagyanagar Gas Limited payable at Hyderabad within 30 days of receipt of intimation accepting the Contract, failing which the Company/BGL reserves the right to cancel the contract.

## **III. CONTRACT PERIOD**


1. The Security agency shall deploy Security Guards, as per the Company's requirement, within 15 days from the date of written advice from BGL advising to start the contract.
2. The successful Security agency to which the Contract is awarded will enter into an agreement with the Company in the prescribed format as per format no. (**Annexure – I**) on non-judicial stamp paper of Rs. 100/- and an affidavit about the compliance of various statutory regulations as per enclosed format (**Annexure – II**) on non-judicial stamp paper. The Contract will be for 36 months (3 Years) from the date of commencement of Security services. However, the contract is liable to be terminated by the Company by giving one month's notice in writing at any time and in the event of such termination, the Company shall pay remuneration to the Agency upto the date of its termination basis satisfactory performance of the Agency at same rates, terms and conditions of the contract.

BGL shall have the right to terminate the contract ex-parte if Security agency work is found to be unsatisfactory and there are no efforts from the Security agency side to make up for the delays / deficiencies.

In case of unsatisfactory services, BGL shall have the right to carry out the security job, either by themselves or by other security agency at the risk & cost of the existing security agency.

When the contract is terminated by the BGL for all or any of the reasons mentioned above the security agency shall not have any right to claim compensation on account of such termination.



 BHAGYANAGAR GAS LIMITED	Tender for Hiring of Security Services for BGL CGS- cum Mother Station at Vidhyadharpuram-Vijayawada & Kakinada. Bid Document No. BGL/332/2016-17	VOLUME II OF II
---	--	--------------------


#### IV. CONTRACT PERFORMANCE

1. Security agency shall not be entitled to sublet, subcontract the Security & Surveillance contract.
2. The Security Agency will also be responsible for the safe custody of the Gadgets issued by BGL from time to time, loss or damage to such gadgets, other property, theft etc.
3. BGL reserves the right to:
  - (i) Change the deployment schedule of Security Guards from time to time.
  - (ii) Reduce the total number of Security guards at one month notice.
4. The Security agency shall provide to all Security Guards with uniforms, socks, shoes & rain protective equipments, torch lights for night patrolling including replacement of torch cells and other PPE as under:

Sl. No.	Items Description	Qty (Pairs/Nos.) Per Annum
1	Terricot Uniforms	3
2	Safety Shoes	1
3	Socks	3
4	Gum Boots	1
5	Rain coat & Umbrella	1
6	Torch Light ( mini. 4 cells )	1
7	Torch Cells	As and when required
8	Lathi	1
9	Whistle	1
10	Belt	1
11	Cap	1

The Security agency shall submit the samples of uniform cloth and all PPE items to BGL, H.O in the beginning of the contractual period and obtain the approval from BGL before distribution of the same to the security staff. The decision of BGL is final in this regard.

5. Persons provided by the Security agency, as Security Guards should be **ex-serviceman** physically fit, energetic and have a basic knowledge of fire fighting and first aid. The maximum age limit shall be 55 years. They should also have minimum educational standards to able to speak, read and write in English / Hindi / Telugu.
6. The Security agency shall arrange to safe guard the materials and properties of the Company by posting Security Guards in such a manner and at such points and patrol the required areas at all times by checking of cars, lorries and other vehicles and by search of employees/visitors at the gates of the locations and in such a manner as considered necessary and decided in consultation with the Location-Incharge.

 <p>BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS-cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
--	---	----------------------------

7. Any of Security Guards provided by the party, whose work or conduct is found unsatisfactory, necessary action including replacement as deemed fit shall be taken by the Security agency immediately at no cost to the company.
8. BGL or security agency shall be conducting regular test to check the performance of security guards through various means. Anyone who has failed such tests shall be immediately removed and suitable replacement shall be arranged by the security agency at no risk and cost to BGL.
9. The Company agrees to permit Security Guards deployed by the Security Agency to use the landline telephone to call in connection with Security & Surveillance work undertaken and to keep in touch with the Security agency for the purpose of communication.
10. Security agency should produce character verification & antecedents of security staff positioned through local police at the time of induction of the security staff in locations at the time of commencement of the Security & Surveillance contract or any time / thereafter whenever a new person is included.
11. The Security agency shall indemnify the BGL for loss/damage/deterioration or loss of product or materials or property arising from any act or negligence on the part of the Security Agency and their employees and suffered by the BGL. Same shall be case of any pilferage attempts in the sites / locations. The Company's decision in regard to the amount of loss/damage suffered shall be final and binding to the party. The Company shall be entitled to deduct the amount of loss/damage suffered by the Company from the amount payable to the party. Any amount still remaining payable will be recovered through other appropriate measures as deemed fit by the Company.
12. If at any time the party fails to fulfill their obligations of providing security and/or fails to carry out security work satisfactorily (the decision of the Engineer-in-Charge being final and binding on the party) in terms of and under this agreement then the Company will have the right to make suitable alternative arrangements and the cost of the same will have to be reimbursed by the Security agency, failing which the Company shall deduct the same from the amounts payable to the Security agency. Any amount still remaining payable will be recovered through other appropriate measures as deemed fit by the Company.

**V. PAYMENT TERMS**

1. Security Agency shall pay the security staff engaged by him as per Minimum Wages Act and will also make statutory payments like PF, ESI, Bonus, Leave Salary etc., All payments shall be made by the Security agency to the Security Guards employed by him in accordance with the various rules and regulations stated above. The Security agency shall keep BGL indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of person employed by Security agency or damages or alleged damages to the property.

Contractor shall pay the wages to security persons 100% in line with the DGR notifications issued by the Directorate General of Resettlement, Ministry of Defence, Govt. of India, New Delhi from time to time.

2. The Security agency shall make payment to all Security Guards before 7<sup>th</sup> day of the following month. The Security agency shall submit the monthly wage bills along with the following enclosures:

- (i) Wage Sheet for the month.
- (ii) Attendance duly certified by Engineer-in-Charge or person assigned by EIC for the month.
- (iii) PF and ESI Challans of previous month.
- (iv) Proof of payment of Government Service Tax of previous month.

The above shall be submitted to Engineer – In - charge, for certification and forwarding to BGL Finance department. Payment will clear the bills within 15 days from the date of receipt of duly certified bills with all supporting documents at our Finance department.

#### **VI. INCOME TAX**

Income Tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or NIL deduction from appropriate authority is submitted by the Agency to BGL.

#### **VII. LABOUR**

The security agency shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of BGL even though they may be working within BGL premises.

#### **VIII. WAGES**

1. The payment made to the security agency category wise i.e., Security Guards is inclusive of providing relief for weekly off/national holidays and other holidays. The security agency has to employ extra ex-servicemen to cater for leave / holidays. The wage structure to the security staff is inclusive of 1/6 of Total A in SOR to provide above leave relief purpose and hence no additional payment will be made for the purpose of providing leave relief. The security agency has to provide the proof of extra man power thus employed for leave relief.

82 leave/holidays per annum are given to each security personnel (S/G) as given below :

Casual leave	=	12 days per year
Earned Leave	=	15 days per year
National Holidays	=	03 days per year
Weekly Offs	=	52 days per year
Total	=	82 days per year

#### **IX. NUISANCE**

1. Security Guards deployed by the security agency shall not at any time create, cause or permit any nuisance at the locations specified in the **Service Requisition** or do

anything which shall cause unnecessary disturbance or inconvenience to others at or near the locations.

**2. FINES/PENALTIES FOR DEFAULTING SECURITY GUARDS:**

The party hereby agrees that the security and safety of the Company's property which the party is to safeguard, shall be at risk in case the employees of the party report late or without uniform or with improper uniform/reporting etc. The associated risk while being substantial cannot be measured in terms of money. As such the parties hereby agree to the following penalties:

Penalty for improper reporting will be as under:

<b>IMPROPER REPORTING</b>	
<b>Security Personnel</b>	<b>(Rs. per day)</b>
Security Guard	100/-

Penalty for improper/no uniform: Rs.100/- per head per day (all categories).

The above will be recovered from the bills of/money payable to the party.

**X. STATUTORY**

1. The security agency shall comply with the provisions of the various Statutory Acts including the following acts, any amendments/modifications thereof or any other law relating thereto and rules made there under from time to time and make all the payments specified therein. The security Agency should have their own permanent PF Code and ESIC code:

- Payment of Wages Act, 1936
- Workmen's Compensation Act, 1923
- Industrial Disputes Act, 1947
- Minimum Wages Act, 1948
- Employees Provident Fund Act,
- Contract Labour (R&A) Act 1970.
- ESI Act 1948.

The Security agency will be fully responsible for complying with the provision including documentation on submission of reports/returns on the above to the concerned authorities and shall indemnify the Company from any such lapses for which the government may be required to take action against him.

2. The security agency should obtain labour license from the concerned labour authorities i.e. ALC (Central).
3. The Security agency will be fully responsible for complying with the provisions of Workmen's Compensation Act and shall ensure safe working conditions for their Security Guards.
4. BGL shall have the right to deduct any sum required / estimated to be required from the sum due to the Security agency for the following:

- (i) Making good and loss suffered by the workers due to non fulfilment of Contract labour R&A Act.
- (ii) Non-payment of Wages.
- (ii) Deductions from the Wages of the security staff by security agency which cannot be justified by the terms of Contract Labour R&A Act or any other Act.
- (iii) Non observance of any of the provisions of the Contract Labour R&A Act.

**Manpower or Security hiring :Reverse charge- Service tax applicability .**

A) In respect of the Services covered by this tender, *where the bidder is Individual /HUF/Partnership Firm/Association of Persons*, service tax liability will be discharged by buyer (BGL). Hence bidder should mention his entity status along with necessary proof supporting the same. **The bidder has to indicate the details under “PARTICULARS & DECLARATION OF BIDDER”**. Bidder should also indicate BGL’s service tax portion in his invoice, as payable by the recipient (BGL). However, the same will not be added in bill amount.

B) Bidder should quote his applicable service tax rate clearly under “taxes & extra” in price bid.


C) In the evaluation, the total service tax i.e. the liability by Bidder & Buyer towards service tax shall be considered as under.

**i) For Individual / HUF / Partnership Firm / Association of Persons Bidder:**

- a) The bidder should quote his applicable service tax rate as NIL separately and not as inclusive under “**Taxes and Extras**” in price bid.
- b) In case, if the bidder quotes the rate, ‘Inclusive of Taxes / Service Tax’, it would be considered as if the bidder has included his service tax liability alone i.e. NIL in this case. Accordingly BGL’s liability of ST (15% in this case) on basic value would be loaded for evaluation purposes and the evaluation shall be carried out accordingly.
- c) Even if the bidder quotes inclusive of taxes, please provide break up of Bidder’s portion of service tax as **NIL** clearly in “**PARTICULARS & DECLARATION OF BIDDER**”.
- d) **In this case, service tax liability of bidder will be 0 % & buyer's (BGL) service tax liability will be 15 %. (i.e. Full Reverse Charge).**

**ii) For Corporate Bodies (Pvt / Public Limited etc.):**

- a) In case of Corporate Bodies, discharging of Service Tax liability will be by the Bidder. No addition/ adjustment will be made by the buyer (BGL) for evaluation purpose.
- b) In case, if the Corporate Body Bidder quotes the rate, ‘Inclusive of Taxes / Service Tax’, it would be considered that the bidder has included the total Service Tax liability. The evaluation shall be carried out accordingly.

 <p>BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS- cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
--	--	----------------------------

c) In this case, service tax liability of bidder will be 15 % & buyer's (BGL) service tax liability will be 0%.

iii) For bidders where service tax is not applicable (i.e. turnover less than the threshold limit which is currently Rs 10 Lakhs):

In case of such bidders, BGL portion of service tax under reverse charge will be added for evaluation purpose.

**IMPORTANT NOTES FOR “EXTRA TAXES AND DUTIES”:**

1) Please indicate the exact charges applicable as on the date of submission of bids in % terms clearly.

**DO NOT specify “At Actual”, “by BGL” etc.**

2) It is the responsibility of the bidder to ascertain the exact charges applicable towards various Duties & Taxes (including charges towards Octroi, entry tax etc. if any applicable) prevailing at the time of submission of bids.

3) In case any of the charges being Not applicable, Nil, or inclusive in the rates quoted by you, the same may be indicated clearly against the space provided for the same.

4) In case any of the above boxes are left blank, the same will be construed as “NIL” for the purpose of evaluation, and PO will be placed accordingly.

**The invoice / documents raised by the Contractor shall enable the Corporation to avail Set Off from the Statutory Authorities (VAT, Service Tax etc.) The unpriced bid documents of the tender to be submitted with copy of the relevant registration certificates.**


**XI. SAFETY CODE**

1. The Security agency shall at his own expenses arrange for the safety provisions as mentioned to these conditions or as required by the Engineer-in-Charge in respect of all Security Guards directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the Security agency fails to make arrangements and provide necessary facilities as aforesaid, the BGL shall be entitled to do so and recover the cost thereof from the Security agency.

2. The insurance for the following will be covered and paid by the Security agency for security personnel who are not covered under ESI i.e. Where the area is not declared under ESI covered zone by Government and the Security Agency shall indemnify BGL and hold BGL harmless in respect of all expenses arising from any such injury and/or damages in respect of:

(i) Workmen compensation and risk of accidents to Contractor’s own employees.

(ii) Risk of accidents to third parties through acts of contractor’s own employee’s, agents at the risk of damage property of third parties

 <p>Bhagyanagar Gas Ltd. BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS- cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
---	--	----------------------------

arising out of the acts of security agency's employees, representatives and agents.

- (iii) Risk and damage to the security agency own property arising out of fire, electric short circuit, earthquake, flood, lightning, strike, riot.
- (iv) Risk of damage to the property of the Company through the acts of security agency employees, representatives.

The Security agency to take suitable insurance within 15 days of contract award and submit a copy of the same to BGL. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.

## **XII. NOTICE TO LOCAL BODIES**

The Security agency shall comply with and give all notices required under the Government authority rules or order made under any act of Parliament, State laws, or any regulations laws relating to the security contract.

## **XIII. ARBITRATION:**

- i) Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [BHAGYANAGAR GAS LTD] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (BGL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Hyderabad, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of A.P.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

- ii) FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:


"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

#### **XIV. AUDITS OF CONTRACT**

This security contract is subject to inspection by various audit. If any inspection of works is carried out by such agencies contractor shall extend his full cooperation to these agencies in examining the records. On inspection by such agencies and in their inspections report, if it is pointed out that security agency has not carried out work according to guidelines laid down in this contract or not carried out work according to guidelines laid down in this tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from security agency's running bills/final bill. The items under dispute shall not be paid in full till inspecting security agency give their no objection report.

- XV.** The Security agency shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of this tender for the contract service charges as quoted in the schedule.



 BHAGYANAGAR GAS LIMITED	Tender for Hiring of Security Services for BGL CGS- cum Mother Station at Vidhyadharpuram-Vijayawada & Kakinada. Bid Document No. BGL/332/2016-17	VOLUME II OF II
---	--	--------------------

[ANNEXURE-I]

AGREEMENT FOR ENTERING INTO CONTRACT  
WITH THE SUCCESSFUL AGENCY


THIS AGREEMENT made at Hyderabad on this \_\_\_\_\_(date) between M/s. Bhagyanagar Gas Limited, having its registered office at 2<sup>nd</sup> Floor, APIDC Building, Parisrama Bhavan, Basheerbagh, Hyderabad – 500 004 represented by Shri \_\_\_\_\_ S/o \_\_\_\_\_ hereinafter referred to as Company/BGL on one part and M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ through its Proprietor / Partner/ Director Shri \_\_\_\_\_ S/o \_\_\_\_\_ on the other part hereinafter referred to as the SECURITY AGENCY.

WHEREAS the Company is engaged in the distribution and marketing of CNG and distribution of Piped Natural Gas (PNG) to Domestic, Commercial and Industrial sectors in the State of Andhra Pradesh AND is desirous to have Security Services for its various locations in Hyderabad AND:


WHEREAS the Security Agency is engaged in above type/nature of work and has represented to the Company to this effect and is keen to undertake and execute this work on CONTRACT basis

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. The Contractor agrees to execute, fulfill and discharge the work and obligations as per the Scope of Work and Special Terms & Conditions (STC) which form part of this Agreement.
2. The Security Agency will execute and efficiently handle the work entrusted to him in accordance with the Scope of Work and Special Terms & Conditions (STC).
3. The Company may, for the purpose of execution of work, give the material and equipment to the security agency. The Security agency shall put the material and equipment to intended use, handle with care, and properly account in their custody. On conclusion of the Contract, the material and equipment shall be returned to the Company in good working condition.
4. Supervision of the Security Agency's employees shall rest with the Security Agency only. The Corporation will not interfere in the manner of execution/completion of the job/work, which shall be the sole responsibility of the Security Agency to fulfill the requirements of Scope of Work and Special Terms & Conditions (STC).
5. The Company will have private of Contract with the Security agency only and will give instructions to him and will have nothing to do or not concerned with the conditions of employment of the workers as engaged by and working for Security agency.

 <p>BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS- cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
--	--	----------------------------

6. The Company will not retain any control with regard to supervision or the manner of the discharge, dismissal or retrenchment or re-employment of the workers engaged/employed by the Security agency.
7. The Security Agency will be liable for due observance and implementation of the statutory conditions or requirements of labour laws as applicable to him as well to his workers.
8. It will not be obligatory on the part of Security Agency either to work personally for the execution of the job or to be present personally at the premises. However, it shall be the responsibility of the Security Agency to ensure smooth running of the Contract in line with Scope of Work and Special Terms & Conditions (STC).
9. The Security Agency will be free to work anywhere else or to undertake any contract and can also rotate his workers provided that he will remain responsible to the Company for the proper and efficient execution of the jobs entrusted to him.
10. In case the Security Agency or his workers are allowed to work at the premises of the Company, the Security Agency will have no right or lien whatsoever upon the premises and the Security Agency and his workers will move out of the premises at the instance of the Company.
11. The Company will not, in any manner, be responsible for any act, omission or commission of the workers engaged by Security Agency and no claim in this respect will lie against the Company. If any such claim is made against the Company by any worker or his heirs engaged/employed by the Security Agency, which the Company is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the Security agency working at the Company premises or otherwise, the Security Agency will be liable to indemnify / reimburse the Company all the money paid in addition to the expenses incurred by him.
12. The Security Agency shall be responsible in respect of the employment or non-employment of the working force engaged by him at his own level and the Company shall have no role to play in the said matter. In case any loss is caused to the Company by the working force of the Security Agency, by the deeds or litigation, then the Security Agency shall have to bear the cost of such litigation along with the value of the loss caused.
13. The security agency shall submit the bills, in a span of monthly basis, for the work executed as per this deed of contract. The Company shall effect the verifications of the work executed through the competent person and shall clear the bills within **FIFTEEN** days of receipt of duly certified bill with all supporting documents in Finance department. The Company shall have all rights to make adjustments from the bills in respect of the amounts due to it from the Security Agency of any kind whatsoever.
14. The security agency shall engage the work force as per his Policy, Procedures and Suitability and the Company has no role to play in the matter. However, it shall be

 <p>BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of Security Services for BGL CGS- cum Mother Station at Vidhyadharpuram-Vijayawada &amp; Kakinada. Bid Document No. BGL/332/2016-17</p>	<p>VOLUME II OF II</p>
--	--	----------------------------

responsibility of the Security Agency to maintain the records of the employees employed by it as required in terms of the various labour enactments.

15. The Security Agency shall be responsible to fulfil all the obligations under various labour enactments such as Contract Labour (Regulation & Abolition) Act, 1970 ; Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, ESI Act, Employees' Provident Funds and Misc. Provisions Act, Workmen's Compensation Act etc. and all latest amendments.

The Security Agency shall pay the wages to his work force in the presence of the competent persons engaged by the Company and his records can be verified by the Company as required under law and shall furnish details/records to the Company by 10th day of the following month that he has paid wages (not less than the minimum wages as fixed and / or revised) to his workers and complied with other statutory requirements pertaining to Employees' Provident Funds & Miscellaneous Provisions Act, Employees' State Insurance Act etc.

16. In case any losses are caused to the Company on account of non-fulfilment of any obligations by the Security Agency then the Company shall have full right to make adjustment for the said losses from the bills payable by the Company to the Security Agency.
17. The duration of this contract for a period of for 24 months effective \_\_\_\_\_
18. The contract may be terminated even before the stipulated period by giving **ONE MONTH** notice in writing by the BGL.
19. In the event of noncompliance or breach of any terms of the contract or unsatisfactory or inefficient working, the Company will be at liberty to revoke the contract by a WEEK'S notice in writing.
20. All other terms and conditions will be as per the Scope of Work and Special Terms & Conditions (STC).

IN WITNESS WHEREOF this agreement is executed at Hyderabad on the day, month and year above written.

Witness:

1.

\_\_\_\_\_  
(Security Agency)

through

2.

\_\_\_\_\_  
M/s. Bhagyanagar Gas Limited.



Tender for Hiring of Security Services for BGL CGS-cum Mother Station at Vidhyadharpuram-Vijayawada & Kakinada.

Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

[ANNEXURE-II]

**AFFIDAVIT**

(To be submitted by the successful bidder)

I, S/O SHRI \_\_\_\_\_ R/O \_\_\_\_\_  
\_\_\_\_\_ proprietor of M/s \_\_\_\_\_  
do hereby solemnly declare and affirm as under :

1. That I have taken a contract from M/s \_\_\_\_\_ for doing contract assignment for \_\_\_\_\_ (Name of jobs).

2. That I have executed an agreement with the Management for execution of assignment as per the terms and conditions specified therein. I have gone through the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. I undertake to fulfil and abide by all the requirement of the said Act. I undertake to comply with all other laws such as Minimum Wages Act, Employees' Provident fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Payment of Wages Act and all other statutes which will be applicable to me or upon my Workers/employees.

DEPONENT.

**VERIFICATION**

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therefrom. Verified on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ (Place).

DEPONENT

### **DEPLOYMENT SCHEDULE**

<b><u>S. No</u></b>	<b><u>Name of Location</u></b>	<b><u>No of Security Guards</u></b>	<b><u>No of Months</u></b>
1	<b>For Vijayawada:</b> CGS cum Mother Station.	3	36
2	<b>For Kakinada:</b> Mother Station	3	36



Bhagyanagar Gas Ltd.  
BHAGYANAGAR GAS  
LIMITED

Tender for Hiring of Security Services for BGL CGS-  
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& Kakinada.

Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

## **SECTION 9**

### **SCHEDULE OF RATES (SOR)**



BHAGYANAGAR GAS  
LIMITED

Tender for Hiring of Security Services for BGL CGS-  
cum Mother Station at Vidhyadharpuram-Vijayawada  
& Kakinada.

Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

**SCHEDULE OF RATES:**

S.No	Area of operations	Location wise in Vijayawada and Kakinada	
		Watch & ward (without Arms)	
With effect from: 01.01.2017		CGS-Cum-Mother Station, Vijayawada	Mother Station, Kakinada
		(I)	(II)
1	Basic Wage and Variable Dearness Allowance(VDA) (26 days)	9,022.00	7,488.00
2	ESI (4.75%)	428.55	355.68
3	EPF(12%)	1,082.64	898.56
4	Employees Deposit linked Insurance(EDLI)(0.5%)	45.11	37.44
5	Administrative Charges(0.86%)	77.59	64.40
6	HRA(20%)-VJA, (10%)-KKD	1,804.40	748.80
7	ESI on HRA(4.75%)	85.71	35.57
8	Bonus (8.33% of Rs. 7,000 per month)	583.10	583.10
9	Uniform Outfit/Washing allowance (8%)	721.76	599.04
10	<b>Sub Total in Rs.: (A)</b>	13,850.85	10,810.58
11	Relieving Charges 1/6th of A	2,308.48	1,801.76
12	<b>Sub Total in Rs.(B) : (10+11)</b>	16,159.33	12,612.35
13	<b>Service Charge @ _____% on (B)</b>		



Tender for Hiring of Security Services for BGL CGS-cum Mother Station at Vidhyadharpuram-Vijayawada & Kakinada.  
Bid Document No. BGL/332/2016-17

VOLUME II  
OF II

14	<b>SubTotal in Rs.( C ):(12+13)</b>		
15	<b>Service Tax @ _____% on (C)</b>		
16	<b>Total charges per month as per Scope of Work of Tender (D): (14+15)</b>		
17	No of Services required on daily Basis	3	3
18	Proposed Security Services for 3 Years/36 Months (E)	108	108
	<b>Total Amount: (E) = (E x D)</b>		
	<b>Grand Total for 3 Years: III=I(VIJAYAWADA)+II(KAKINADA)</b>		

**Note:**

- 1.0 Evaluation shall be done on overall lowest cost to the owner basis.
- 2.0 Party has to quote only service charges in the PRICED BID.