

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>प्रोजेक्ट्स एण्ड डेवलपमेंट इंडिया लिमिटेड</b> <b>PROJECTS &amp; DEVELOPMENT INDIA LIMITED</b> (A GOVT. OF INDIA UNDERTAKING) CIN NO.:U74140UP1978GOI028629	<b>SHEET</b> 1 of 1
PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA. PHONE: EPBAX-2388418, 19, 20, 21, TELEFAX : 91(O265) 2388398, 99 E-MAIL: pdilwro@wro.pdilin.com		

## निविदा सूचना (TENDER NOTICE)

निविदा संख्या/Tender No.: PVMM/ARCS/22-23/E-12/ 101268

प्रकाशन तारिख/ Date of issue: 17.10.2022

सेवा में/ To,

इच्छुक बोलीदाता / INTERESTED BIDDERS

विषय / Sub.: ARC-SERVICE CONTRACT for providing "Round the clock (24 Hrs)" Security Services hiring through DGR sponsored agency at PDIL, Vadodara office.

महोदय/महोदया /Dear Sir/Madam,

पीडीआईएल, वडोदरा, गुजरात, निविदा दो बोलिया/ पार्ट(पार्ट-I टेक्नो-कमर्शियल बिड और पार्ट-II प्राइस बिड) में आमंत्रित करते हैं, जिसमें केवल घरेलू बोलीदाताओं से राष्ट्रीय प्रतिस्पर्धी बोली के तहत आमंत्रित किया गया है, निम्नलिखित के लिए :

**We, PDIL, Vadodara, Gujarat, invites Tenders in Two Bids (Part-I Techno-Commercial Bid and Part II Price Bid) from the Domestic Bidders only for the following under National Competitive Bidding:**

SL.	DESCRIPTION OF JOBS/SERVICES	TENTATIVE QUANTITY
1.0	ARC-SERVICE CONTRACT for providing "Round the clock (24 Hrs)" Security Services, hiring through DGR (Directorate General of Resettlement) sponsored agency at PDIL office located at Samta, Subhanpura, Vadodara and in the staff colony, Project Nagar, Gotri Road, Gayatrinagar, Vadodara for the period of 02 (Two) years w.e.f. 01.12.2022 to 30.11.2024 as per attached Technical Enquiry Specifications Doc. no. PVAD/759, Rev.0 Dt. 14.10.2022, attached at Annexure-IV and Terms & Conditions mentioned at Annexure-III B & IIIC.	As Per attached Scope of Work

टिप्पणी: इस निविदा के संबंध में कोई भी परिशिष्ट / कोरिगेण्डम / बोली समापन विस्तार तिथि, केवल हमारी वेबसाइट <https://pdilin.co.in> और सीपीपी पोर्टल <https://eprocure.gov.in> पर जारी किया जाएगा। इसलिए बोलीदाताओं से अनुरोध है कि वे नियमित रूप से हमारी वेबसाइट पर जाएं ताकि वे खुद को अपडेट रखें।

**Note:** Any Addendum/Corrigendum/Bid Closing due date extension in respect of this tender shall be issued on our website: <https://pdilin.co.in> & <https://eprocure.gov.in> on CPP Portal only. Bidders are therefore requested to regularly visit our website to keep themselves updated.

कृपया निविदा (आईटीबी) दस्तावेज में दिये गये संबंधित विवरण जैसे कि विशेष /महत्वपूर्ण तिथिया, निविदा के लिए निर्देश, कार्य व्यापकता और नियम और स्थिति का दायरा ईत्यादि को ध्यान पूर्वक पढ़ें और उसी अनुसार निविदा में भाग लें।

Please refer tender documents (ITB) for particulars pertaining to the critical dates, instruction for Bidding, scope of Work and Terms & Condition.

प्रोजेक्ट्स एंड डेवलपमेंट इंडिया लिमिटेड, निविदा या संबंधित दस्तावेजों को प्राप्त करने में किसी भी देरी के लिए जिम्मेदार नहीं होगा।

Projects & Development India Limited, will not be responsible for any delay in receiving tender or related documents

for and on behalf of

प्रोजेक्ट्स एंड डेवलपमेंट इंडिया लिमिटेड

**PROJECTS & DEVELOPMENT INDIA LIMITED**

*राजेश उपाध्याय*  
 आर.आई. उपाध्याय 17/10/2022

**R I Upadhyay**

अपर महाप्रबंधक(नागरिकी) एवं विभागाध्यक्ष (सा. प्र.) /Addl.GM (Civil) & HOD (MM)



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

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PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA.  
PHONE: EPBAX-2388418, 19, 20, 21, TELEFAX : 91(O265) 2388398, 99  
E-MAIL: pdilwro@wro.pdilin.com

**INVITATION TO BID (ITB)**  
(LIMITED DOMESTIC TENDER)

<p><b>LIMITED TENDER</b></p> <p>issued to the DGR Sponsored Vendors only</p> <p>Published in CPP e-Publishing Portal (E-Tender ID 2022_MCF_682483_1) &amp; Hosted at PDIL Website</p>	<b>ITB NO. : PVMM/ARCS/22-23/E-12/ 101268</b>	
	<b>BID ISSUE DATE</b>	<b>17.10.2022</b>
	<b>BID CLOSING DATE &amp; TIME</b>	<b>31.10.2022(15.00Hrs.)</b>
	<b>PART-A (UNPRICED TECHNO-COMMERCIAL BID) OPENING DATE &amp; TIME</b>	<b>31.10.2022(16.00Hrs.)</b>
	<b>PART-B (PRICE BID) OPENING DATE &amp; TIME</b>	<b>To be intimated later.</b>
	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>₹.32,000/- (Rupees Thirty Two Thousand Only).</b>
	<b>BID TYPE</b> (For submission of bids please refer ITB Clause No.1.0 of Annexure-II)	<b>TWO BID SYSTEM</b>
	<b>VENUE OF BID OPENING</b>	<b>PDIL, Vadodara</b>
	<b>CONTRACT PERIOD :</b>	<b>02(Two) Years w.e.f. 01.12.2022.</b>

- 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 sealed bids** in two parts from the **DGR sponsored Vendors under Limited Tender Basis**, addressed to HOD (MM), for the under mentioned item subject to the 'Scope of Work' and 'Term & Conditions' enclosed herein.


SL.	DESCRIPTION OF JOBS/SERVICES	QUANTITY (Tentative)
1.0	<b>ARC-SERVICE CONTRACT</b> for providing "Round the clock (24 Hrs)" Security Services, hiring through DGR (Directorate General of Resettlement) sponsored agency at PDIL office located at Samta, Subhanpura, Vadodara and in the staff colony, Project Nagar, Gotri Road, Gayatrinagar, Vadodara for the period of 02 (Two) years w.e.f. 01.12.2022 to 30.11.2024 as per attached Technical Enquiry Specifications Doc. no. PVAD/759, Rev.0 Dt. 14.10.2022, attached at Annexure-IV and Terms & Conditions mentioned at Annexure-IIIB & IIIC.	As per Enclosure-A of Annexure-IV

- 2.0 The following enclosed documents are the part of ITB.

1.0	<b>Pre-Qualification Criteria (PQC) Not Applicable.</b>	<b>ANNEXURE-I, Rev-0</b>	<b>Not Attached</b>
2.0	<b>Instructions to Bidder- e Publish</b>	<b>ANNEXURE-II, Rev 0</b>	<b>Sheets-1 to 4</b>
3.0	<b>General Conditions of Contract (GCC)</b>	<b>ANNEXURE-IIIB, Rev 0</b>	<b>Sheets-1 to 3</b>
4.0	<b>Special Conditions of Contract (SCC)</b>	<b>ANNEXURE-IIIC, Rev 0</b>	<b>Sheets-1 to 2</b>
5.0	<b>Scope of Job &amp; other conditions</b> Doc. No. PVAD/759.	<b>ANNEXURE-IV, Rev.0</b>	<b>Sheets-1 to 7</b>
6.0	<b>Price Schedule</b> (Submit Separately- in <b>PRICE BID ENVELOPE</b> )	<b>ANNEXURE-V, Rev.0</b>	<b>Sheets-1 to 1</b>
7.0	<b>Checklist / Agreed Commercial Terms &amp; Conditions (ACTC)</b>	<b>ANNEXURE-VI, Rev.0</b>	<b>Sheet-1</b>
8.0	<b>Declaration by Bidder</b>	<b>ANNEXURE-VII, Rev.0</b>	<b>Sheet-1</b>
9.0	<b>RTGS/NEFT Format For E-Payment</b>	<b>ANNEXURE-VIII, Rev.0</b>	<b>Sheet-1</b>
10.0	<b>Details Of Contractor / Company</b>	<b>ANNEXURE-IX, Rev.0</b>	<b>Sheet-1</b>

for and on behalf of  
PROJECTS & DEVELOPMENT INDIA LIMITED

*राजेश उपाध्याय*  
R I Upadhyay  
Addl.GM (Civil) & HOD (MM)  
17/10/2022

	<b>INSTRUCTION TO BIDDERS</b> <b>ANNEXURE – II</b>	<a href="#">PVMM/ARCS/22-23/E-12/101268/ANX-II</a>	0
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**1.0** A DGR Sponsored bidder who meets the Criteria as per ITB and intends to quote against this ITB may download the bidding document from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <https://eprocure.gov.in/cppp> and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

**2.0 Submission of Bids:**

Bidders are required to submit their bids under three (03) envelopes as below:

**Envelope (A)**

i. Earnest Money Deposit (EMD) as per Cl. 6.0 below.

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.

ii. Format of Bank Details (RTGS) for on line payment, all the details duly filled in [Annexure-VIII](#).

**Envelope (B): Un-priced Technical and Commercial Bid** along with the following documents (photocopies) shall be in this envelope:

- ~~i. Documents in support of "Pre-Qualification Criteria for Bidders" indicated in Annexure-I of ITB as per the requirement.~~
- ii. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.
- iii. **Price Confirmation Copy** - A copy of Priced offer **keeping price blank** (hiding the price) and **in place indicating "Quoted" or "√"**, as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted
- iv. Copy of [Check List / ACTC](#) enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- v. Photo copy of PAN card.
- vi. A Copy of valid GST registration certificate
- vii. DGR Empanelment Certificate
- viii. Copy of DGR Sponsorship Letter
- ix. Any other document as per the requirement specified in the ITB.

**Envelope (C): Price Bid**

**Price Schedule as per Annexure-V** with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

All the above envelopes should be super scribed with respective Envelope no., **ITB No.** and **closing date of the bid.**

**All three (03) envelopes should be sealed and placed in a fourth envelop which should also be superscribed with our ITB No. and closing date of the bid and addressed to the under mentioned :**

**HOD(MM),  
Projects & Development India Limited,  
PDIL Bhawan, Samta, Subhanpura,  
Vadodara-390023, Gujarat, India,  
Email : [riupadhyay@wro.pdilin.com](mailto:riupadhyay@wro.pdilin.com); [kswaroop@wro.pdilin.com](mailto:kswaroop@wro.pdilin.com)**



	<b>INSTRUCTION TO BIDDERS</b> <b>ANNEXURE – II</b>	PVMM/ARCS/22-23/E-12/101268/ANX-II	0
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### 3.0 Opening of Bids

Bid opening will be Public. Envelope A and B only will be opened on Technical Bid Opening Date. Price Bids (Envelope C) of only those bidders will be opened which will be considered technically and commercially acceptable.

### 4.0 Evaluation of Bids

Price evaluation shall be done considering the prices along with taxes and duties quoted by the bidders in the 'Price Schedule'/ 'Schedule of Rates' i. e Annexure-V. Order/Contract shall be awarded on overall lowest bidder considering the Input TAX Credit (ITC) benefit against GST, wherever applicable.

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

### 5.0 Price Evaluation Criteria

5.1 Price Evaluation of Bids shall be done considering the quoted prices by the bidder in the Price Schedule/Schedule of rates i. e Annexure-V along with taxes and duties, on overall lowest bidder considering the [Input TAX Credit\(ITC\) benefit, wherever applicable to PDIL](#).

5.2 In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

Incomplete Price Schedule may result into rejection of bid.

5.3 **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs):** Benefits shall be extended to bidder under the Policy as per guideline issued by Ministry of MSME's Order dt.23.03.2012 issued vide Gazette Notification no.503 dt.26.03.2012 and related subsequent circulars for Public Procurement Policy for Micro & Small Enterprises (PPP for MSE), shall be applicable subject to submission of copy of valid/active Udyog Aadhaar Memorandum / Registration Certificate.

5.4 **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017:** Benefits shall be extended to bidder under the Policy as per guideline issued by DIPP's Order No.P-45021/2/2017-B-E-11 dt.15.06.2017 and Revision Order No.P-45021/2/2017-PP (BE-II) dt.28.05.2018 and related subsequent circulars for Public Procurement Preference to Make in India (PPP to MII), shall be applicable. **Minimum Local Content shall be 50% for this tender.** The bidder shall provide a declaration in the attached Format ([Annexure-X](#)) that the item offered meets the minimum local content as specified in tender and shall give details of the location(s) at which the local value addition is made. *In case the total quoted price (excluding GST) is up to Rs.10 crore the bidder is required to provide self-certification and In case the total quoted price (excluding GST) is more than Rs.10 crore, the bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies) (This tender is invited from Domestic bidders only considering the above MII-Order-2017).*

5.5 In case a bidder is eligible for seeking benefit under the Policy of PPP to MII-Order-2017 as well as PPP for MSE-Order-2012, then the bidder should categorically seek benefits against one of the two only i.e. either PPP to MII-Order-2017 OR PPP for MSE-Order-2012 policy. The option once exercised cannot be modified subsequently.

5.6 In case of participation of MSEs Vendor and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy and accordingly allocation/award of order will be made.

5.7 PART/SPLIT ORDER is "Not Applicable", hence, Evaluation shall be carried out on Overall basis and shall be considered with reference to [Ministry of MSME's Office Memorandum F.No.22 \(1\)2012-MA, dtd.24.10.2016 under Sl.21 of FAQ with reference to MSEs Order 2012.](#)

5.8 [Please note that benefits against clause no.5.3 above with reference to MSEs Order 2012, shall be applicable as per Ministry of MSME's Office Memorandum F.No.22 \(1\)2012-MA, dtd.24- October-2016 under Sl.18 of FAQ.](#)

	<b>INSTRUCTION TO BIDDERS</b> <b>ANNEXURE – II</b>	PVMM/ARCS/22-23/E-12/101268/ANX-II	0
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5.9 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital.

TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers.

PDIL is already registered on the below mentioned TReDS platform:

M/s Receivable Exchange of India (RXIL), Mumbai–

**MSME Bidders are requested to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.**

#### 6.0 **Earnest Money Deposit (EMD)**

Earnest money deposit **Rs. 32,000/- (Rupees Thirty Two Thousand Only)** shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/Nationalized Bank in favour of 'Projects & Development India Ltd.' **Payable at Vadodara** **Quotation/Bid without EMD may not be considered.** However, NSIC/MSEs registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

6.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank for the Security cum Performance Guarantee submitted by bidder.
- No interest shall be payable on EMD.

6.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder
- OR
- b) In the case of successful bidder, if the bidder fails to accept the order
- OR
- c) If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid

#### 7.0 **Validity of Bids:**


Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

8.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

9.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.


10.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.

11.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may

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accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.

- 12.0** PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. 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.
- 13.0** Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.
- 14.0** **SITE VISIT** : **If needed**, Bidder may visit the site before quoting their rates. For site visit and any clarifications please contact to: [Shri G Srikanth, Chief Manager & HOD \(P&A\), Projects & Development India Limited, Vadodara. Phone: 0265-2388418-21 \(Extn:129\) FAX: 0265-2388398/99, Email: \[srikanthg@wro.pdilin.com\]\(mailto:srikanthg@wro.pdilin.com\).](#)
- 15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.
- 16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract
- 17.0 Bids must be submitted on or before the closing date and time physically in the bid box at the office of **HOD(MM), Projects & Development India Limited, PDIL Bhawan, Samta, Subhanpura, Vadodara-390023, Gujarat, India**, or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

	<b>GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB</b>	PVMM/ARCS/22-23/E-12/101268/ANX-IIIB	0
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## 1.0 Scope of Contract

The Scope of Contract/ Purchase Order (P.O), shall be as per 'Technical Specification' and/or 'Price Schedule', attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

## 2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

## 3.0 Price Basis : Duly executed at location specified elsewhere in this ITB.

## 4.0 Taxes and duties (To be read in conjunction with SCC)

4.1 Rate of **Goods & Service Tax (GST)**, should be indicated in the 'Price Schedule' and which shall be paid as extra.

4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per P.O, shall be paid at actual on production of documentary evidence.

4.2.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.

4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

4.3 The Contractor has to submit / furnish all necessary documents / information to enable PDIL claim Input Tax Credit in respect of GST.

4.4 ~~PDIL shall not issue any form other than Form-38 i.e. Road Permit, if required, on written request by the Contractor.~~

## 5.0 Effective date of Contract/ P.O: Shall be the date of issuance of LOI/ P.O/**tentatively the date of award of order.**

## 6.0 Completion Period/Time Schedule

6.1 Mobilization Period: ~~... days from the date of intimation by PDIL.~~

Completion Period: ~~\_\_\_ days/ weeks/ month from the date of handing over site~~ **PO/LOI whichever is earlier.**

## 6.2 For Annual Maintenance Contract (AMC)/ Annual Rate Contract (ARC)

The Contract shall be valid for a period of **Two (02) Years w.e.f. 01.12.2020** from the Effective date. This period can be further extended on mutual agreement.

## 7.0 Payment Terms

~~100% Payment shall be released, within 30 days after completion of job/work as per milestone defined, elsewhere in the ITB, on the invoice, duly certified by Engineer In Charge of PDIL.~~

## 7.1 Payment For AMC/ ARC

100% ~~quarterly~~ **monthly** payment shall be released within 30 days of submission of invoice duly certified by Engineer In Charge of PDIL. The ~~quarterly~~ **monthly** bills shall be submitted by the contractor **for the rendered services** with all necessary documents to the Operator of the Contract.



# GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB

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The above payments shall be released subject to submission of Security cum Performance Guarantee/ Security Deposit, **if applicable**, as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s)

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

## 7.2 **Tax deduction at source**

**Income tax, as applicable as per income tax act**, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

7.3 As per Ministry of Finance (Department of Revenue) Circular No.65/39/2018-DDO, dtd.14.09.2018, **TDS @2% under GST**, shall be deducted from Contractor's bills for the **Order Value 2.5 Lacs or More** and a certificate towards this deduction shall also be issued to the Contractor.

## 8.0 **Security Deposit (To be read in conjunction with SCC Clause 8.0)**

Security Deposit shall be applicable for P.O value more than Rs.2.00 lac.

8.1 ~~Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover completion period.~~

Bank Guarantee (BG) for Security Deposit shall be entertained for value  $\geq$  Rs 1.00 lac. PBG shall be valid to cover completion period plus six (06) months claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at [Annexure-X](#).

In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.

8.2 **In case of ARC, Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.**

8.3 No interest shall be payable on Security Deposit.

8.4 PDIL [Vadodara](#), however, reserves the right to encash/ forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.

8.5 Security deposit shall be refunded after 30 days of completion of Contract on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.

## 9.0 **Price reduction clause (Not Applicable)**

~~In the event of delay in completion beyond contractual completion period, price reduction @0.5% per week or part thereof subject to maximum 5% of total P.O value shall be recovered from Contractor's bill(s).~~

## 10.0 **Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

## 11.0 **Statutory obligation and Safety Rules (For AMC/ ARC)**

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vague both of central and state government. PDIL shall be kept indemnified against any action brought against it or any violation / non –compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.





# GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB

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The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

Personnel deployed should be medically fit to work should possess good conduct and should have no past criminal record and shall maintain high standard discipline, decency and decorum. PDIL reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

## 12.0 Termination

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.

## 13.0 Force Majeure

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

## 14.0 Arbitration

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises (DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the 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 the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

## 15.0 Jurisdiction

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.



# SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC

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- 1.0 **SCOPE OF JOB** : As per Technical Enquiry Specifications Doc. No. **PVAD/759, Rev.0 dt. 14.10.2022**, (Annexure-IV) enclosed with this ITB.
- 2.0 **PRICE BASIS** : Bidders shall quote only **SERVICE Charges against SI no. 1.1 of Price Schedule, in (%) PERCENTAGE on per man per day for Watch & Ward/Security Guard (without arms)**. The quoted Service Charges shall be duly executed the services as per requirement of technical specifications, Annexure-IV, at PDIL Office/ Colony and **inclusive of all charges, taxes-duties EXCEPT GST, as applicable**.
- 2.1 **Minimum wages, as per DGR wage notifications, same are not to be quoted which shall be as mentioned in Enclosure-B (Page no.6 of Annexure-IV) for Security Guard without Arm**, as per latest circular on minimum wages of DGR Central Government effective from 01.10.22 to 31.03.2023 as per clause no.3 of Enclosure-B of Annexure-IV. Statutory changes shall be applicable as per clause no. 3 of enclosure-B and clause no. 7 (ii) of Enclosure-A of Annexure-IV.
- 2.2 **FIRM PRICE : Quoted Service Charges (SI no. 1.1 of Price Schedule)** shall remain Firm & Fixed during the contract period and no variation in quoted Service Charges shall be applicable, However, variation in minimum wages shall be paid on submission of documentary evidence.
- 3.0 **PART ORDER/SPLIT ORDER:** Part Order / Split Order is **NOT APPLICABLE** for this tender, hence, evaluation shall be carried out on overall basis.
- 4.0 **DISCREPANCIES IN QUOTED PRICES/ OTHER ISSUES:** The prices must be written both in figures and words. Unit prices shall be considered correct in the event of any discrepancy with regard to total price. In the event of difference, prices written in words shall be valid & binding. If the bidder has submitted prices in the price schedule & also on their own letter head/format, the prices written in the Price Schedule shall be considered valid & binding, in case of any discrepancy. In case of submitted Price Bid does not contain Bidder's name/Official Seal, Unsigned shall be considered incomplete with reference to requirement of ITB clause 2.0- Envelope(c)-Price Bid of Anx.-II (Instruction to Bidder), may lead rejection of submitted Price Bid.
- 4.1 In case Price bid is submitted by Bidder copying the price schedule format and missed out/changed any text which conflicts to PDIL's prescribed format, PDIL reserve the right to consider the bidder's submitted Prices ONLY for the text details indicated in the Price Schedule (Annexure-V) with reference to the confirmation against Unpriced Schedule.
- 4.2 Besides, the PDIL's standard procurement procedure shall prevail on any other issues.
- 5.0 **Goods & Service Tax (GST):** GST shall be paid **EXTRA as applicable as per GST law against GST Registration Number Only. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) on Bill Amount and enclose copy of GST registration certificate alongwith unpriced offer.**
- 5.1 **In case, PDIL is eligible to avail Input TAX Credit (ITC) against-payment of GST, the credit amount will be considered while evaluating the price to arrive at the net landed cost** for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit. **TDS@2% under GST shall be applicable with reference to GCC clause 7.3.**
- 5.2 Imposition of any new taxes & duties and changes in quoted taxes & duties after issuance of LOI/PO by statutory authorities during contractual period shall be considered on production of documentary evidence
- 6.0 **TENURE OF JOB: 02 (Two) Years w.e.f. 01.12.2022 to 30.11.2024.**
- 7.0 **PAYMENT TERMS:** Within 30 days of submission of your invoice duly certified by, Contact Person, PDIL on **Monthly end basis** for executed services.  
Invoice shall be in the name of "Projects & Development India Ltd, Vadodara" and shall be submitted by the contractor to Contact Person of PDIL on Monthly end basis for certification of the monthly services and forward for payment purposes to Finance dept.
- 7.1 The mode of Payment to Supplier/Contractor in PDIL is generally E-Payment through RTGS/NEFT. To facilitate the same, Successful Bidder to fill up the required details in the format for E-Payment through RTGS/NEFT (Refer Annexure-VIII) and submit the same alongwith EMD in Envelope-A.



## SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC

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- 7.2 **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 and clearly indicate in your offer.**
- 7.3 In the eventuality of all DGR sponsored Agencies quoting the same rate, the contract will be awarded to the senior most sponsored agencies among them.
- 8.0 **PERFORMANCE SECURITY DEPOSIT: As per clause no. 8.0 of GCC, Annexure-IIIB.**
- 9.0 **CONTACT PERSON for OPERATION OF ORDER/CONTRACT:** This order/contract shall be operated by contact person of PDIL **Mr. G. Srikanth, HOD (P&A), PDIL,Vadodara E-mail: [srikanthg@wro.pdilin.com](mailto:srikanthg@wro.pdilin.com) or his authorized representative.**
- 10.0 **PENALTY:** As per sl. no. 6.3 of Enclosure-A of Annexure-IV Doc. No.PVAD/759 dt.14.10.2022.
- 11.0 **WORKING HOURS:** Please refer clause no.5 of attached scope of job (Enclosure-A of Annexure-IV).
- 12.0 **GENERAL:**
- 12.1 All deployed security staff shall necessarily be ex-servicemen and meet the DGR norms/guidelines.
- 12.2 The security personnel will be required to be deployed round the clock in shifts or as notified by PDIL.
- 12.3 The deployment of security personnel shall be decided in consultation with PDIL, round the clock per shift/point as per the requirement of PDIL from time to time.
- 12.4 The security agency/ company/ corporation shall submit to PDIL a list of all security guards without arms & Senior most Guard among them shall act/work as supervisor, deployed by them in the jurisdiction of PDIL, giving their details like age, address, discharge certificate from the armed forces, etc.
- 12.5 security guards without arms & senior most Guard among them shall act/work as supervisor, who are trained/experience of having worked satisfactorily in the past and are physically fit and are of proven integrity shall only be posted.
- 12.6 In case of unsatisfactory performance or misbehavior by any of the deployed security personnel, Contractor shall make immediate arrangements to replace the individual on advice of PDIL.
- 12.7 All security staff deployed by the security agency/ company/ corporation will be governed as per the guidelines and norms laid down by the Directorate General of Resettlement (DGR), Ministry of Defense.
- 12.8 No security personnel deployed on duty will leave the workplace/ beat unless properly relieved. Workplace/ beat shall not remain unmanned anytime during the period of the contract.
- 12.9 If as a result of negligence of the security personnel the PDIL suffers any loss, the security agency/ company/ corporation shall be liable to make good the loss.
- 12.10 The security agency/ company/ corporation will indemnify the employer against any claim, loss, damage occurred or caused to the employer due to willful acts or omissions or carelessness or negligence of the employed by the company, while on duty.
- 12.11 The security personnel will not be treated as the employees of the PDIL, but they will be the employees of security agency/ company/ corporation and liabilities on the account of said employees will be that of the security agency/ company/ corporation.
- 12.12 The security agency/ company/ corporation shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of PDIL. In case the security agency/ company/ corporation contravenes this condition, PDIL shall be entitled to place the contract elsewhere at the cost and risk of the security agency/ company/ corporation and all expenses borne on this account shall be recovered from the concerned security agency/ company/ corporation.
- 13.0 In case of an irreconcilable conflict between General Conditions of Contract, Special Conditions of Contract, terms specified in Special Conditions of Contract shall prevail.

	<b>SCOPE OF JOB</b> <i>Annexure - iv</i>	PVAD/759	Watch & Ward
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**SCOPE OF JOB**

*ENCLOSURE - A*

1. Tentative Requirement of Watch & Wards / Security personnel (Without Arms-Category) will be 10 (ten) as detailed below which may subsequently increase or decrease as per requirement of PDIL. Watch & Wards / Security Guards (Without Arms-Category)-will be deployed round the clock by the contractor as per requirement of PDIL at Office located at Samta, Subhanpura, Vadodara-390023 and Project Nagar, PDIL Township, Gotri Road, Vadodara-390021.

S. No.	Category	Requirement
1.	Security Guard Without Arms Watch & Ward (Without Arms-Category)-Skilled Category	10 Nos. (One senior Most / Suitable person among this act as supervisor)

**\*Note: Security Guard(s) wherever and whenever is/are used in this scope / ARC to be read as watch and wards without arms.**


2. The security personnel deployed will be Ex-servicemen personnel as per DGR norms. They shall be of sound health, be mentally alert and physically fit. The security personnel should be able to read & write Hindi and English. PDIL reserves the right to ask the Security Agency to remove any security personnel 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 personnel. Age criteria of the deployed guards will be as per DGR guidelines or any related Competent Authority guidelines.
3. The security agency shall give full bio-data of each Security guards along with copies of discharge certificates, service records, credentials etc. duly verified and certified for our acceptance. The security personnel deployed should not have any criminal back ground. They should also not have any type of FIR in any police station.
4. The contractor shall be liable for all costs, damages, expenses suffered or incurred by the company due to the negligence of duty of contractor 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.
5. Security Agency shall surveillance the performance of Security guards stationed for day & night duty at PDIL Bhawan, Samta, Subhanpura, Vadodara-390023 & Project Nagar, PDIL Township, Gotri Road, Vadodara-390021.

**6. Jobs & Responsibilities of Security Guards:**

**6.1 Security Guard cum Supervisor (Watch & Ward without Arms- (One senior Most / Suitable person among the Guards will act as supervisor)**

- i. The services of acting has a Security Guard Cum Supervisor (One senior Most / Suitable person among the Guards will act as supervisor) shall be made available in General shift in a week. He will be allowed a weekly off, probably on Sunday. However, his working hours & rest interval will be allowed as per Shops & Establishment rules.
- ii. He should wear uniform and Identity Card issued by the agency all the time at Duty in PDIL Office without which he will not be allowed for duty.




	<b>SCOPE OF JOB</b> <i>Annexure - iv</i>	PVAD/759	Watch & Ward
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*Enclosure - A*

- iii. He will supervise all security guards deployed at office & PDIL Township and ensure smooth functioning of all security jobs.
- iv. He will ensure observance of the total security aspects of PDIL office including personnel, property - both movable and immovable - as well as Project Nagar, PDIL Township located at Gotri Road, Gayatri Nagar, Vadodara-390021.
- v. To ensure deployment of security guards to man different security posts and regulating water supply in the PDIL Office & PDIL Township.
- vi. He will oversee the movements of official material coming 'In' and going 'Out' and keep the records in prescribed register and Gate Pass. Before "out" of any material from office & Colony, he has to ensure that HOD (P&A)/ Authorized person from P&A Department is informed. Gate Pass will be maintained for outgoing materials and will enter "In" in Gate Pass & Register once the materials is back in office and colony.
- vii. Maintaining registers of visitors and officers and staff beyond normal working Hours / off days and issue gate pass to visitors.
- viii. He will report immediately each and every unwanted activity happened or may happen inside the Office & Township premises to HOD (P&A) / Authorized person from P&A Department and submit reports on vital events / observation / incidents on daily basis. Security Guard Cum Supervisor / agency will take all measures deemed to be necessary to check theft, pilferage, robbery, unauthorized use of company's properties etc.
- ix. He will check fire-fighting equipment and ensures all are in working condition.
- x. Making surprise checks on day / night duty guards in office & staff colony.
- xi. Attending to telephone calls, receiving dak / courier and submission of the same to dispatch section.
- xii. Maintaining of registers of Contract Labour/OS staff and employees out pass/ registers etc.
- xiii. 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.
- xiv. Vehicle movement Register will be maintained on daily basis by Security Supervisor to enter start and closing meter reading of vehicles hired by PDIL from Travel agencies.
- xv. Carrying out any other tasks allotted by PDIL in the interest of security of PDIL Property / employees.
- xvi. The agency may provide mobile phone to the Security Guard Cum Supervisor without fail for the liaison work with PDIL officials.

#### **6.2. Security Guards (Watch & Ward without Arms)**

- i. The Security guards shall work in the shifts (Morning, Evening, and Night) of eight hours each for all the seven days of week. The contractor shall provide weekly off to the security guards and shall depute replacement for such weekly off day.
- ii. Security personnel shall keep vigil on property and assets - movable and immovable belonging to PDIL or its employees in the premises are not harmed by any known / unknown person. Any

	<b>SCOPE OF JOB</b> <i>Annexure - iv</i>	PVAD/759	Watch & Ward
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*Enclosure - B*

unwanted happening will report to HOD (P&A) / Authorized officer of PDIL immediately and his Security Supervisor.

- iii. Locking and opening of all office rooms etc & Colony. and switching off lights, fans, air Conditioners Aqua-guards at all the floors when not in use.
- iv. Checking of all in-coming and out-going goods, office property & Colony property etc. and keeping proper records.
- v. Advising in fire fighting arrangements and prevention of fire and maintaining all the firefighting equipment held by PDIL in working order.
- vi. Hoisting/ displaying of National Flag on PDIL Bhawan Building daily in the morning hour and bringing down in the evening, before the sunset. And small parade on Republic & Independence days.
- vii. Submission of daily reports on vital events / observation / incidents and attending to telephone calls.
- viii. Maintenance of gate pass systems in respect of in-coming and out-going goods, office property etc. and maintenance of Vehicle Movement register kept with Security Guard Cum Supervisor.
- ix. Ensuring that no un-authorized person enters into office premises and colony / or create any nuisance or disturbance.
- x. Keeping vigilance inside the office and colony premises.
- xi. Regulating water supply and all its allied systems in the staff colony (Project Nagar) at Gotri Road, Vadodara & in office by operation of pumps / valves etc.
- xii. To hand over air / rail tickets etc. of PDIL officials when the office is closed.
- xiii. Carrying out any other task allotted by PDIL in the interest of security of PDIL property / employees.


**6.3** In case Security Guard Cum Supervisor & Security Guard found guilty 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 Rs (Per person per day)
1	Late Reporting without valid reason	Rs. 50/-
2	Non Reporting without information	Rs. 50/-
3	Refusal of duties	Rs. 100/-
4	Non-observance of Dress code	Rs. 50/-
5	Not bearing Identity Card	Rs. 50/-
6	Change of security guard without prior permission by the contractor / supervisor.	Rs. 100/-
7	Sleeping on Duty	Rs. 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.

**7. General Terms & Conditions:**


- i. For provided and deployed security personnel, payment shall be made based on Minimum Wages notified by office of the Dy. Chief Labour Commissioner (Central), Ahmedabad or any

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Competent Authority or DGR notification etc. for the actual presence of days in a month. Watch & Wards / Security Guard Cum Supervisor /Security Guards will be paid the minimum wages notified for Watch & Ward (without Arms) category /DGR Rates under Vadodara area.

- ii. In case of any changes due to statutory wages/payment in the Central minimum wages or the State Government whichever is higher from time to time applicable during the contract the same shall be brought to the notice of PDIL, duly supported with documentary evidence of Notification issued by the Office of the Labour Commissioner (Central) for revising Minimum wages, for payment. However, the service charges shall remain firm during the entire contract period.
- iii. The Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rule 1950 framed there-under, as amended from time to time. The Contractor shall pay monthly wages to his workers at not below the rate of minimum wages fixed by the Central Government or the State Government whichever is higher from time to time applicable to where their posted and other related payments as per DGR guidelines/pay structure.
- iv. Minimum wages are revised by the appropriate government/ DGR notification from 1<sup>st</sup> April & 1<sup>st</sup> October of every year. It shall be brought to the notice of PDIL along with the minimum wages notification issued by the government for issuing necessary amendment letter for minimum wages before making the same effective in the wages of the security personnel by the contractor. Once the amendment letter is issued in this regard, revised wages shall be paid to the security personnel by the contractor. However, the service charges shall remain firm during the entire contract period.
- v. The contractor shall make monthly payment through Bank transfer / Account Payee Cheque to respective savings accounts of the concerned personnel by 7<sup>th</sup> of following month and submit proof thereof like, 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. Salary slips as per Form No. XIX or any DGR format, with original attendance sheet of the month. In case payment is made through account payee cheque (in exceptional cases), Agency should hand over the cheque to the respective person in presence of the Representative of P&A Department.
- vi. Monthly salary slip including Minimum Wages / DGR Rate, EPF and ESIC deduction details shall be issued to each Security personnel at the time of salary distribution by the Contractor. Contractor is required to submit Monthly Electronic Challan as proof of deposition of EPF, ESIC and Professional Tax Contributions with concerned authority along with each monthly bill (if any taxes if applicable).
- vii. Further, EPF Employer contribution will be restricted on Rs. 15,000/- or Basic+DA whichever is less & Bonus can be paid on monthly basis as per eligibility and no service charges will be paid on Bonus.
- viii. In case of any extra hour duty over and above the normal 08 hours duty, the rate shall be arrived at by dividing per day minimum wages / DGR rate by 8 hours and multiplied by 2,i.e. double hourly rate.
- ix. The contractor will pay the leave wages as per Gujarat Shops & Establishment Act and Bonus as per the Payment of Bonus Act to the security personnel through Bank Account Transfer / Account Payee cheque only (If applicable). Contractor shall claim separately from PDIL for



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reimbursement of the amount paid by him against leave wages & bonus (if not paid on monthly basis) after making the payment to security personnel. Contractor shall submit the documents like copy of bonus register and leave register showing the paid amount along with Bank statement and any other documents as may be required under rules if asked to submit.


**No Service charge shall be paid to the contractor for any statutory payments / liabilities / compliances like leave wages, bonus etc.**

- x. 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.
- xi. Contractor shall be responsible to observe and comply with all statutory requirements including contract labour Act 1970, Gujarat Shops & Establishment Act, Minimum wages Act, Bonus Act, EPF Act, ESIC Act, Labour Laws and Regulation in vogue both of Central and State Govt. 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 ESIC / EPF / Payment of wages Act etc. If not covered under ESIC, applicable Insurance policy should be taken and premium amount will be reimbursed accordingly.

**NOTE: The contractor shall be liable for compliance of all statutory liabilities related to the contract period as and when arises during the contract and even after contract period also as per government guidelines / notifications. Contractor shall not deny for any statutory compliance merely on the ground of that the contract period completed / expired whereas the compliance is related to that contract period only.**

- xii. It is the responsible of the Contractor to arrange necessary/applicable insurance coverage for all risk to his personnel deployed to provide services as outlined in the Scope of work.
- xiii. 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 or its employees, the contractor shall make good the loss sustained by PDIL, either by proper replacement or on payment of adequate compensation.
- xiv. It shall be the responsibility of the security agency to provide uniform bearing the name of the agency, shoes, socks, belt, cap, whistle, and seasonal uniform for summer / winter / monsoon seasons for the effective discharge of duties to his security personnel. **No deduction shall be made from the Security personnel for such items which are necessary to perform duties.** Further, all the employees of the Agency shall be issued Photo Identity Cards, at his own cost, bearing their photographs, by the Agency within Seven days from the date of start of the work, failing no Security guard / Security Guard Cum Supervisor will be allowed to duty.
- xv. The contractor shall act as an independent operating agency, not as an agent or employee of PDIL.
- xvi. The contractor shall have to observe all safety rules and safety precautions.
- xvii. The personnel deployed at PDIL's premises by the contractor shall be the employees of the contractor for all legal purposes and consequences. Any personnel deployed shall not claim for any kind of right regarding the employment in PDIL. Contractor shall be the employer and liable




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for any kind of legal dispute / contravention to laws arisen related to the entire contract period as and when arises and PDIL shall not be made party to that effect.

- xviii. The contract shall be terminated without assigning any reason in case the services as per scope of job are not found satisfactory or contractor violates the terms and conditions of the contract or non compliance of statutory rules/provisions of applicable laws with and intimation to DGR.

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	<b>PROJECTS &amp; DEVELOPMENT INDIA LTD</b> <b>VADODARA</b> <i>Annexure-iv</i>	PVAD /759
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Break-up of Minimum Wages Rates as on 01/10/2022 Notified by the Central Government vide notification File. No. 1/16(6)/2022-LS-II dated: 28/09/2022 for watch & ward (without arms) Security Guard:

Sl. No.	Description	Security Guard (Watch & Ward without Arms) (Rs.) (Per Day)
1	Present Minimum Wages Rates as on 01/10/2022 (Basic + VDA) (Basic@Rs.579/- + VDA@ Rs.209.00)=788/-	788.00
2	EPF@13.00% on monthly wage as per Sl. No. 1per days wage or Rs.15000/- Monthly wages,whichever is lower (EPF Contribution @ 12%, EPF Admn. @0.50%, EDLI @0.5% and EDLI admn. Charges@0%)	75.00
3	ESIC@ 3.25% on Sl. No. 7 If less than Rs.21000/-	00.00
4	HRA@16% on Sl. No. 1 of above or 3600/- whichever is higher	138.46
5	UNIFORM Outfit Allowance@5% on Sl. No. 1 of above	39.40
6	UNIFORM Washing Allowance@3% on Sl. No. 1 of above	23.64
7	BONUS @8.33% on Sl. No. 1 of above (will not include in service charges)	65.64 *
X	<b>Total rate per 'man-day' Excluding Service Charges</b>	<b>1130.14</b>

1. Security Guard (Watch & Ward without arms) will be paid the minimum wages as per notified by the Central Government / DGR. Therefore, contractor has to quote only service charge in in percentage on per man per day basis separately in the price schedule. Following no. of man days will be considered for evaluation purposes only:

S.No	Category	Tentative No. of man days during the contract period 2 yrs for evaluation purpose only
1	Security Guard (Watch & Ward without Arms)	Per month days (26)* 24 months*10 person=6240 man days (approx.)

2. The Minimum Wages Rates notified by the Central Government/ DGR will be applicable for all working days including Sunday / off day / Holidays.
3. The above Minimum wages indicated in the table is as per notification **File. No. 1/16(6)/2022-LS-II dated: 28/09/2022** of Central Government for the period from 01/10/2022 to 31/03/2023. In case of any statutory increase / decrease in the minimum wages after issue of order the same shall be informed by contractor to PDIL with documentary evidence for payment.
4. Quotations received with 0 / NIL Service Charges will not be considered.
5. \* Bonus will be paid as per the Payment of Bonus Act, which will be reimbursed/paid without service charges, after payment to the security personnel on monthly/yearly basis, to contractor on submission of claim Or as per DGR guidelines whichever if applicable.
6. Leave with wages & Bonus granted to eligible workers as per Act will be extra and will be reimbursed to contractor on submission of claim after payment to the security personnel Or as per DGR guidelines whichever if applicable.

Signature of Vender \_\_\_\_\_  
Seal \_\_\_\_\_  
Date \_\_\_\_\_



# PRICE SCHEDULE ANNEXURE - V

PVMM/ARCS/22-23/E-12/101268/ANX-V	0
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Name of Bidder \_\_\_\_\_ Offer No. \_\_\_\_\_


Sl. No. (1)	Description of jobs (2)	PRESENT MINIMUM WAGES & OTHER STATUTORY CHARGES, as per DGR (as on 01/10/2022) (₹. /Per Man per Day) (3)	SERVICE CHARGES in Percentage (%) (on Per Man Per Day) (4)
1.0	ARC-SERVICE CONTRACT for providing "Round the clock (24 Hrs)" Security Services hiring through DGR sponsored agency at PDIL office located at Samta, Subhanpura, Vadodara and in the staff colony, Project Nagar, Gotri Road, Gayatrinagar, Vadodara for the period of 02 (Two) years w.e.f. 01.12.2022 to 30.11.2024 as per attached Technical Enquiry Specifications Doc. no. PVAD/759, Rev.0 Dt. 14.10.2022, attached at Annexure-IV and Terms & Conditions mentioned at Annexure-IIIB & IIIC.	=====	=====
1.1	<b>DEPLOYMENT OF SECURITY GUARD WITHOUT ARMS (QUANTITY- 10 NOS.)</b>	<p style="text-align: center;"><b>₹.1130.14/- per man per day.</b></p> <p>₹.707/-(Basic presently ₹.579+ VDA presently ₹.788) + ESIC @3.25% of Min. wages (Basic +VDA) + EPF@13.00% (Including EPF @12%, EDLI @0.5%, EPF Admn. charges @ 0.5% and ELDI Admn Charges@0%) of Min wages (Basic +VDA) + HRA@16% of Min. wages (Basic +VDA) or ₹.3600/-,whichever is higher + UNIFORM Outfit Allowance@5% of Min. wages (Basic +VDA) + UNIFORM washing Allowance@3% of Min. wages (Basic +VDA)</p> <p style="text-align: center;"><i>(Refer Enclosure-B of Annexure-IV)</i></p>	<p style="text-align: center;"><b>(In Figures)</b></p> <p style="text-align: center;">% _____</p> <p style="text-align: center;"><b>On Per Man Per Day</b></p> <p style="text-align: center;"><b>(In Words)</b></p> <p style="text-align: center;">% _____</p> <p style="text-align: center;"><b>On Per Man Per Day</b></p>

**NOTES/Confirmations:**

1. Only **Service Charges in PERCENTAGE (%) shall be quoted** i.e. Percentage (%) in Figures and Words on per man per day. Service Charges shall be inclusive of all charges, taxes & duties, except GST.
2. **Service charges to be quoted on per man per day basis Service Charges Per man per day means Service Charges for providing one man for one day.**
3. Quotation received with "Zero/NIL" Service Charges shall not be accepted.
4. Minimum Wages shall be as per Enclosure-B of Technical Specifications (Annexure-IV) Hence the same are not to be quoted by Bidders. Bidders are requested to refer Enclosure-B of Annexure-IV regarding Minimum wages as well as for applicable bonus and Leave & Holidays.
5. **GST shall be Extra as applicable as per prevailing GST rule.**
6. We confirm acceptance of all terms & conditions as per ITB.
7. We confirm that the Clause 4.0 & 4.1 of SCC also taken care during submission of above Price Bid.

Date : \_\_\_\_\_

**AUTHORISED SIGNATORY WITH OFFICIAL SEAL.**

	<b>CHECKLIST/AGREED COMMERCIAL TERMS &amp; CONDITIONS (ACTC) ANNEXURE-VI</b>	PVMM/ARCS/22-23/E-12/101268/ANX-VI	0
		DOCUMENT NO	REV
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This ACTC should be duly filled and to be **Submitted/uploaded, as applicable** alongwith unpriced offer:

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE
1.0	<b>BIDDER'S NAME &amp; ADDRESS</b> with Telephone & FAX no., Name of Contact Person, Email ID	
1.1	<b>BIDDER'S OFFER NO. &amp; DATE</b>	
2.0	Confirm Submission of <b>Earnest Money Deposit</b> OR MSME/NSIC document as per <b>Clause 2.2 of Annexure-II of ITB.</b>	
3.0	Confirm submitted all the relevant documents as per requirement of <b>Annexure-I, in respect of PQC.</b>	
4.0	Confirm submitted <b>Price Confirmation Copy (Unpriced Schedule)</b> - A copy of Priced offer(Annexure-V), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties along with un-priced techno commercial bid.	
5.0	Confirm acceptance of <b>TECHNICAL ENQUIRY SPECIFICATIONS/ SCOPE OF WORK &amp; Terms &amp; Conditions</b> as per <b>Annexure-IV</b> , of ITB.	
6.0	Confirm acceptance of <b>Commercial Terms &amp; Conditions</b> of ITB as per <b>GCC (ANNEXURE-III B)</b> and <b>SCC (Annexure-III C)</b> .	
7.0	<b>CONFIRMATION OF FOLLOWING TERMS AND CONDITIONS:</b>	=====
7.1	Confirm <b>PRICE BASIS</b> – The <b>QUOTED Prices are</b> based on <b>duly executed the services</b> as per ITB and shall be <b>FIRM and inclusive of all charges except GST.</b>	
7.2	<b>GST shall be Extra as Applicable</b> as per law. Indicate Present applicable rate in percentage (%)	Extra: SGST@__% + CGST@__% OR IGST Extra @__%
7.2.1	PDIL shall avail <b>Input Credit</b> against payment of <b>GST</b> and The amount of input credit to PDIL will be considered while evaluating the price <b>for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit. Further, TDS@2% under GST shall be applicable. Please Confirm.</b>	
7.2.2	Indicate <b>GST REGISTRATION No. (Enclose copy of Certificate)</b>	
7.2.3	In Case GST is not applicable, <b>Confirm that you are not coming under the purview of GST Registration.</b>	
7.2.4	Indicate <b>HSN/SAC Code</b>	
7.3	Confirm acceptance of <b>PAYMENT TERMS</b> AS PER ITB.	
7.4	Indicate <b>PAN Card No. (Enclose copy)</b>	
7.4.1	In Case <b>submitted PAN card</b> is in Individual name, <b>Please Confirm that the person whose name is indicated on PAN card is "SOLE PROPRIETOR"</b> of the company and note that income from the subject contract shall be under the indicated PAN No.	
7.5	Confirm Acceptance of <b>Tenure of Job</b> as per ITB.	
7.6	Confirm Acceptance of <b>Price Reduction</b> as per ITB.	<b>NOT APPLICABLE</b>
7.7	Confirm <b>PERFORMANCE SECURITY</b> AS PER ITB	
7.8	Confirm acceptance of <b>VALIDITY of Offer (90 Days from technical Bid opening date)</b>	
7.9	Confirm acceptance of Split Order with regard to compliance of PPP for MSE-Order-2012 and PPP to MII-Order-2017.	<b>NOT APPLICABLE</b>
7.10	<del>In case you are MSE (as per PPP for MSE-Order-2012) as well as Local supplier (as per PPP to MII-Order-2017). Indicate your choice (√) for availing benefits of purchase preference under any one of the policies. The option once exercised cannot be modified subsequently.</del>	<input type="checkbox"/> <b>PPP for MSE-Order-2012</b> <input type="checkbox"/> <b>PPP to MII-Order-2017</b>
7.11	We hereby Confirm that we are neither put on holiday nor Black-Listed by any Government/PSU/Private Firm or Financial Institution and a self declaration on our letterhead (as per Annexure-VII) regarding the above has been submitted with unpriced bid.	
7.12	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.	
7.13	It is confirmed that in case any of the <b>TERMS &amp; CONDITIONS</b> 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





**DECLARATION BY BIDDER  
ANNEXURE – VII**

PVMM/ARCS/22-23/E-12/101268/ANX-VII	0
DOCUMENT NO	REV
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(To be submitted on Bidder's Letterhead as per below performa)

**DECLARATION**

To,  
Projects & Development India Ltd.,  
Vadodara-390023

Subject : ITB No. \_\_\_\_\_ Dt. \_\_\_\_\_

Sir,

We hereby declare that M/s \_\_\_\_\_ is neither put on holiday nor Black-Listed by any Government/PSU/Private Firm or Financial Institution.

Signature:

Name:

Designation:

Seal of the Bidder:

	<b>RTGS/NEFT FORMAT FOR E- PAYMENT ANNEXURE – VIII</b>	PVMM/ARCS/22-23/E-12/101268/ANX-VIII	<b>0</b>
		DOCUMENT NO	REV
		SHEET 1 OF 1	

Date:

To,

Projects & Development India Ltd.  
PDIL, Bhawan, Samta, Subhanpura,  
Vadodara-390 023.  
Gujarat.

Dear Sir,

With reference to your letter/E-mail, we hereby agree to accept the payment of our bills through "EFT/RTGS/Internet". The bank account details are as given below:

1	Beneficiary's Name	
2	Name of the Bank (to which payment should be sent )	
3	Branch name	
4	Address of the Branch	
5	STD Code No. and Telephone no. of Branch	
6	Branch Code	
7	9 digit code no. of Bank & Branch as appearing on the MICR cheque ( copy of cancelled cheque must be enclosed.)	
8	Bank account number (As appearing on the cheque book)	
9	Account type (SB/CA/CC)	
10	Branch IFSC Code (Applicable only for RTGS payments)	
11	Copy of blank cancelled cheque or photocopy of a cheque for verifying the accuracy of the 9digit code number to be enclosed.	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete.


(Signature of Account Holder)  
Seal of the Vendor

Encl : Cancelled Cheque No.

\*\*\*\* We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (PDIL vendor) is maintained at our bank branch .

( Name of Bank & Branch )  
Authorized Signatory

\*\*\*\* Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to PDIL office.

	<b>DETAILS OF CONTRACTOR / COMPANY (for updating Award of Contract at CPP Portal (e-publishing))</b> <b>ANNEXURE – IX</b>	PVMM/ARCS/22-23/E-12/101268/ANX-IX	<b>0</b>
		DOCUMENT NO	REV
		SHEET 1 OF 1	

In Case of Order, the contractor shall provide the below information [for updating Award of Contract at CPP Portal \(e-publishing\)](#), without fail.

SI	PARTICULARS	BIDDER'S COMMENTS
1.0	CONTRACTOR'S/COMPANY NAME	
2.0	CONTACT PERSON	
3.0	CONTACT PERSON'S DATE OF BIRTH	
4.0	COMPANY'S REGISTRATION NO.	
5.0	COMPANY'S REGISTERED ADDRESS	
6.0	COMPANY'S ESTABLISHMENT YEAR	
7.0	COMPANY'S NATURE OF BUSINESS <b>With regard to Tendered Item</b>	<input type="checkbox"/> MANUFACTURER
		<input type="checkbox"/> SERVICE PROVIDER
		<input type="checkbox"/> TRADER
8.0	COMPANY'S LEGAL STATUS (TICK <input checked="" type="checkbox"/> appropriate option)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> UNDERTAKING
		<input type="checkbox"/> JOINT VENTURE
		<input type="checkbox"/> PARTNERSHIP
		<input type="checkbox"/> OTHERS
9.0	COMPANY CATEGORY (TICK <input checked="" type="checkbox"/> appropriate option)	<input type="checkbox"/> MICRO
		<input type="checkbox"/> SMALL
		<input type="checkbox"/> MEDIUM
		<input type="checkbox"/> ANCILLARY UNIT
		<input type="checkbox"/> PROJECT AFFECTED PERSON OF THIS COMPANY
		<input type="checkbox"/> SSI
		<input type="checkbox"/> OTHERS
10.0	With reference to GOI Gazette Notification No.503 dt.26.03.12, Please confirm whether you are <b>MICRO &amp; SMALL Enterprises (MSEs) registered under MSMED Act 2006 and submit documentary evidence in this respect.</b>	
11.0	Further to Above, If you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and <b>OWNED BY SC/ST ENTREPRENEURS, please confirm and submit documentary evidence issued by government authority in this respect.</b>	
12.0	In addition to the above, with reference to GOI Gazette Notification No.5670(E) dt.09.11.18, If you <b>OWNED BY OWMEN ENTREPRENEURS</b> registered under MSMED Act., please confirm and submit documentary evidence issued by government authority in this respect.	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal