



# **BHAGYANAGAR GAS LIMITED**

(A JOINT VENTURE OF HPCL & GAIL)

## **BID DOCUMENT FOR**

**Tender for Hiring of Security Services for BGL at  
Vijayawada Location.**

**UNDER OPEN DOMESTIC  
COMPETITIVE BIDDING**

**Bid Document No.: BGL/503/2020-21**

**VOLUME-II of II**

 <p>BHAGYANAGAR GAS LIMITED</p>	<p><b>Tender for Hiring of Security Services for BGL at Vijayawada Location.</b></p> <p><b>Bid Document No: BGL/503/2020-21</b></p>	<p>VOLUME I OF II</p>
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**Tender for Hiring of Security Services for BGL at  
Vijayawada Location.**

**Bid Document No: BGL/503/2020-21**

**VOLUME  
I OF II**

**SECTION - 7  
SCOPE OF WORK**

## **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 and Telangana States.

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

1. CGS-II Kondapally, APIIC (ILA), Vijayawada
2. Labiipet, Vijayawada, Office, Projects & Marketing Activities

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 in coming/outgoing vehicles/ equipments/ material.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 finalised 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.

4. The Security agency will be responsible for providing Security Surveillance and Vigilance including jobs of Fire fighting, 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.

 <p>BHAGYANAGAR GAS LIMITED</p>	<p><b>Tender for Hiring of Security Services for BGL at Vijayawada Location.</b></p> <p><b>Bid Document No: BGL/503/2020-21</b></p>	<p>VOLUME I OF II</p>
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## **SECTION - 8**

# **SPECIAL CONDITIONS OF CONTRACT**

 <p>BHAGYANAGAR GAS LIMITED</p>	<p><b>Tender for Hiring of Security Services for BGL at Vijayawada Location.</b></p> <p><b>Bid Document No: BGL/503/2020-21</b></p>	<p>VOLUME I OF II</p>
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## **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 be supplementary of every other part and shall be read with and into the Contract so far 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-In-Charge will be final and binding on the Contractor.

### **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.
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-In-charge" shall mean the 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) or 5% of Contract/Order value and balance to be deducted against each RA bills till balance 2.5% is deducted. This deducted amount can be released/deduction can be stopped**

against submission of bank guarantee of equivalent amount. The Contract Performance Guarantee shall be in the form of account payee crossed Demand Draft from any scheduled bank drawn in favour of M/s Bhagyanagar Gas Limited payable at Hyderabad within 30 days of issue of Work Order and as per the GCC cl. no. 2.13 . Defect Liability Period is 3 months form the date of completion of services/ contract period.

### **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 whom the Contract is awarded will enter into an agreement with the Company in the prescribed format as per format no. (**Annexure – VII**) on non-judicial stamp paper of Rs. 100/- and an affidavit about the compliance of various statutory regulations as per enclosed format (**Annexure – VIII**) on non-judicial stamp paper. The Contract will be for **24 months** 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.

### **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. shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BGL shall be recovered from the immediate bill of the Contractor.
6. Persons provided by the Security agency, as Security Guards should be **ex-serviceman** physically fit, energetic, be in proper turnout, in appropriate cotton uniforms with company's/ agency's Logo along with safety shoes. The use of uniform / protective clothing is a must for each workman at site and have a basic knowledge of firefighting and first aid. The maximum age limit shall be 55 years. They should also have minimum educational standards as to able to speak, read and write in English / Hindi / Telugu.
7. 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-In charge.
8. 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.
9. 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 or his behavior/performance is not up to the mark and/or found indulging in unlawful activities, shall be immediately removed and suitable replacement shall be arranged by the security agency at no risk and cost to BGL.

10. 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.
11. 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.
12. 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.
13. 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. PENALTY CLAUSES**

- 1.1 In case of theft / damage / loss at any of the BGL sites, a joint enquiry shall be conducted by the Security Agency and BGL representative. In case it is established that the theft / damage / loss was owing to a lapse on part of the contractor's employee, the contractor will be liable to compensate BGL for the loss. However, the claim by BGL will be restricted to one month's billing of the particular location of BGL.
- 1.2 A penalty of Rs. 200/- will be levied, for every instance, on the Security Agency in case of the following:
  - 1.2.1 Indiscipline by contract personnel
  - 1.2.2 Contract personnel reporting for duty in poor turnout.
  - 1.2.3 Contract personnel reporting more than ½ hr. late on duty.
  - 1.2.4 Contract personnel found missing from the site of duty.
  - 1.2.5 Contractor employee failing to report encroachment, damage, incidents to BGL engineer / Shift Supervisor/Officer at Local Control Room related to that particular Static Post.

**VI. 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.

The wages payable by the Security agency shall be 100% of the Minimum Wages declared by the Regional Labour Commissioner respective State Government. The financial burden arising out of revision in minimum wages of resp. State Government, the same will be reimbursed by the Company against documentary evidence. New statutory levies will also be reimbursed by the Company.

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.

#### **VII. 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.

#### **VIII. 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.

#### **IX. 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 Relieving Charges 1/6<sup>th</sup> of total amount 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

**X. 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.
  - (iii) 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.
  - (iv) Non observance of any of the provisions of the Contract Labour R&A Act.

#### **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 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, lightening, 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 there under shall be applicable. **All matters relating to this contract are subject to the exclusive jurisdiction of the court situated in the states of Andhra Pradesh and Telangana.**

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. OTHER TERMS & CONDITIONS**

- Security Agency shall maintain proper records of his employee's attendance. A copy of the duty rota duly signed by the BGL engineer, EPF submission proof, ESI submission proof shall be submitted along with invoice.
- The salary of all Security Agency employees deployed at BGL locations shall be made through bank transfer only, by the 7<sup>th</sup> of the month. The contractor will be given 2 months' time to open the bank accounts of all its employee's The A/C numbers of all contractor employees shall be submitted to BGL prior to release of 2<sup>nd</sup> months payment for the services provided.
- The Security Agency will keep BGL indemnified against any claims / disputes arising between the Security Agency and its employees deployed at BGL locations.

- The Security Agency shall provide the police verification and medical certificate for all its employees to be deployed at BGL locations.
- The Security Agency shall at his own cost extend insurance coverage to all his employees as may be required under relevant acts.
- The Security Agency shall issue all its employees deployed at BGL locations cotton uniforms with company logo and company ID cards.
- The Security Agency and his employee's shall not be permitted to involve themselves in any type of strike, rally, bandh or dhana held during the contract period and in the event of any such involvement of the Security Agency and their security staff in such activities, action will be taken against the Security Agency like removal of the Agency from the list of the Security providers/such security employee's will not be taken further on duty/contract will be terminated and consequential forfeiture of Bid Security/Performance Security already deposited against the contract.
- The Security Agency shall submit a detailed checklist and certificate along with each bill to the effect that the payments have been made to the employees as per approved wages, acquaintance roll and all labour laws obligations have been complied with including payment of over time allowance. In order to confirm the correctness of payment accounts to right party. The Contractor has to submit adequate documentary proof of depositing EPF (including Employer's/ Employees share of cont. for Provident Fund, Pension Fund, EDLIS, Admn. Charges etc.), ESI contributions and Service tax of preceding month in concerned authorities along with bills. Documentary proof of EPF, ESI contributions should be in individual name of security personnel. The Security Agency will submit an affidavit on non-judicial stamp paper of Rs.10/- that they have deposited the EPF & ESI contributions of actual numbers of personnel in concerned authorities mentioned in the bill and all the security personnel have been issued Salary Slip with full details in all respect as specified for the month they claimed for the payments.
- The Security Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Security Agency shall submit copies of acknowledgements as a proof of filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Security Agency in respect thereof, which may arise.
- The Security Agency shall not be entitled to any increase in the approved rates till expiry of the contract. However, any revision in minimum wages in central sphere for Classified Area- "A/B/C" notified by Chief Labour Commissioner (Central) [CLC(C)] in case of Security Guards Civilian (without arms) and minimum wages in central sphere notified for watch & ward services and statutory provisions and taxes/levies during currency of the contract, will be considered proportionately on written request of the Contractor well in time with support of adequate documentary proof like copy of Government notification/order issued by Central Government [CLC(C)] regarding revision in minimum wages of security personnel for watch & ward services and revision in statutory provisions and taxes/levies notified by concerned Departments from time to time for passing it on fully to the workers subject to audit check by BGL etc. as and when required.



**XVI. COMPLIANCE OF GOVERNMENT OF INDIA DIRECTIVES:**

- i. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY) Contractor shall, ensure that all its manpower deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of COMPANY. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence / proof to COMPANY in this respect and Contractor shall suitably consider the same in his bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.
- ii. Payment through Aadhaar Payment Bridge and Employment of Aadhaar Card Holder: As per communication received from Ministry of Petroleum and Natural Gas vide letter dated 03.06.2013, Contractors are required to give preference to those contract worker who either have Aadhaar Card or have applied for Aadhaar Card or agreed to apply for Aadhaar Card to establish their genuineness and payments may be made to them through Aadhaar Payment Bridge to the extent possible.
- iii. Labour Identification Number (i.e. LIN) Registration (Mandatory): The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee/ contract worker and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in COMPANY.
- iv. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY): In order to support the Govt. of India's Initiative on Employment Generation, the contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. Compliance made under this scheme and any benefits drawn may be informed to COMPANY so as to derive the legitimate Employer's PF Contribution and adjustment thereon.

**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 **States of Andhra Pradesh and Telangana** 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 fulfil the requirements of Scope of Work and Special Terms & Conditions (STC).
5. The Company will have privity 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.
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.

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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 responsibility of the Security Agency to maintain the records of the employees employed by it as required in terms of the various labour enactment's.
15. The Security Agency shall be responsible to fulfill 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, Workmens' 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.



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**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 fulfill 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.

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**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



Bhagyanagar Gas Ltd.  
BHAGYANAGAR  
GAS LIMITED

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**SECTION 9**  
**SCHEDULE OF RATES (SOR)**

**SCHEDULE OF RATES (SOR)**

Area of operations	CGS Kondapally VJA	MS Vidyadarapuram	Labbipet new Office
Category	DGR (Area B) Watch & ward (03 no)	DGR (Area B) Watch & ward (03 no)	DGR (Area B) Watch & ward (03 no)
<b>Basic wage and Variable Dearness Allowance (basic + VDA) (26 days)</b>	18070	18070	18070
<b>HRA: Area B :16% of Basic plus VDA or Rs.3600 (Which ever is higher)</b>	3600	3600	3600
<b>EPF (13%)</b>	2349.10	2349.10	2349.10
<b>ESI (3.25%) on Basic + HRA</b>	704.28	704.28	704.28
<b>Bonus @ 8.33%</b>	1505.23	1505.23	1505.23
<b>Uniform outfit Allowance @ 5%</b>	903.50	903.50	903.50
<b>Uniform washing allowance @ 3%</b>	542.10	542.10	542.10
<b>Sub Total A</b>	27674.21	27674.21	27674.21
<b>Relieving Charges 1/6 th of total serial</b>	4612.37	4612.37	4612.37
<b>Sub Total B</b>	32286.57	32286.57	32286.57
<b>Service Charge @.....%</b>			
<b>Total charges C</b>			
<b>No of Persons required</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Proposed Man months: Two Years (D)</b>	<b>72</b>	<b>72</b>	<b>72</b>
<b>Total Amount excl of GST: (E)</b>			
<b>GST @ .....%</b>			
<b>Total Amount incl. of GST: (F)</b>			
<b>Grand Total amount forHiring of Security Guards (without arms) for Two Years (Vijayawada Location) in Rs.</b>			
<b>Total amount in Words: _____</b>			

**Signature of Authorized Signatory:.....**

**Name:.....**

**Designation:.....**

**Seal:.....**