



## VIGNYAN INDUSTRIES LIMITED

(A Subsidiary of BEML Ltd. Bangalore) – A Govt. of India Undertaking

Regd. Office & Factory: Haliyur, P B No.4. TARIKERE - 577 228, Karnataka- INDIA E-mail- [v1.vil@beml.co.in](mailto:v1.vil@beml.co.in)

STD: 08261(O):222357 & 222252 Works 222314, Fax: 091-08261-222236. GSTNO:29AAACV9658A1Z3

VIL/VM/PER/SEC/20-21/229

Date.03/08/2020

VIL/VM/PER/SEC/20-21/229, dt.03.08.2020

### Tender Notice

Notice inviting Tenders from firms/contractors in Two Bid system for carrying out Engaging Security Personnel (guards) on contract basis through service provider at VIL, Tarikere interested firms/contractors should be submitting your quote by E-mode (SRM) only and should not be any price content in technical bid. Your quote should submit before Due date **17/08/2020 at 14:00Hrs.**

Corrigendum if any shall be hosted in our website only [www.bemlindia.in](http://www.bemlindia.in)

Sd/ -

Manager - Materials

VIL, Tarikere – 577 228



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### **IMPORTANT NOTE :**

- I) Tender closing at : 2.00 PM on **17/08/2020**
- II) Period of contract: Two years initially.
- III) EMD Amount : Rs.**20000/-**
- IV) Tender Document Fee: Rs.**500/-**

Dear Sir,

Subject: Tender Notice

VIL/VM/PER/SEC/20-21/229, Date: 03/08/2020, for ENGAGING SECURITY PERSONNEL (07 No's GUARDS) ON CONTRACT BASIS THROUGH SERVICE PROVIDER AT VIL, TARIKERE FOR 2 YEARS PERIOD.

VIGNYAN INDUSTRIES LIMITED (VIL) is a Subsidiary unit of BEML Ltd., A Government of India under taking under the Ministry of Defence, having its registered office & factory at Haliyur, B. H. Road, Tarikere – 577 228, Chikmagalore District, Karnataka State. VIL is engaged in Production of Steel and Alloy Steel Castings with present production capacity average 250 MT per month, intends to invite quotation for Security service through Agency/Service provider/Contractor for its plant consisting of young able bodied and alert Security Personnel /Staff like, Guards (without Arms). In this regard we are pleased to enclose one set of TENDER DOCUMENTS (VIL/VM/PER/SEC/20-21/229, Date: 03/08/2020, with enclosures i.e., Annexure A, B, C, D&E.).

**Note: After issuing of purchase order, purchase order may be short closed with notice period of 30 days.**

1 Tenders in Two Bid System shall be received by “The Manager - Materials, Vignyan Industries Limited, B.H Road, Tarikere - 577 228” on or before due date and time. Initially the Annexure A, B, C & D will be opened on the day and time as mentioned. The date of opening of Annexure ‘E’ i.e., Commercial bid will be intimated later to the shortlisted/qualified contractors, in the presence of qualified bidders.

2 You are requested to submit your quotation in Annexure – ‘E’ enclosed with Tender Documents by specifying only the Service charge per day per shift per head for the Security personnel actual deployed.

Quote at Commercial bid should contain details of Service Charges only (Agency commission) on per head per day basis.

All statutory payments including Central Minimum Wages, Employer’s contribution towards PF, ESI, Annual Bonus, Service tax etc. shall be made good by VIL. The service provider/contractor should also comply with all Terms & Conditions listed at Annex- C & D.

The agency commission shall remain fixed throughout the contract period irrespective of change in Central Minimum Wages which shall be made good by VIL on submission of copy of Government notification as proof.

Rate quoted shall be exclusively for the Service Charges for Supply of each labour per day which includes the cost towards providing one pair of Shoes per year, Two sets of Uniform per year, Photo identity Badge, Lathis, torches, whistles etc.

➤ Minimum wages applicable as notified by the Government of India, Ministry of Labour and Employment guidelines, and Minimum wages Act, Notification No.1/36(6)/2019-LS-II, and Dt.23.09.2019.

3 Annexure ‘A’ to ‘D’ & ‘E’ in separate sealed covers which together form the Tender Documents should be signed on each page and submit on SRM E-procurement before closing date and time i.e., before 14:00 hours (02:00PM) on 17/08/2020.



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4 The Tenderers are requested to write the rate both in figure and words in the column provided. If there is any difference between the two (figure & words), the lower of the two shall take precedence which will be treated as final.

5 The Bidder should have separate PF code number for their security personnel engaging at VIL (individual Staff Code). The successful Tenderer should submit valid License issued by the competent authority under the contract labour (R & A) Act before commencement of contract after receiving the Form-V on awarding of Contract. Contract will be deemed as cancelled in case of required License is not produced within the period of 15 days, VIL will have the right to place Contract on other Contractor/Agencies at its discretion, at a later stage duly forfeiting the EMD/Security Deposit from the defeated/failed Agency/Firm/Contractor who failing to produce the requisite License /Document or perform well during the contract period.

6 The Bidder shall initial all correction and sign all the pages of the Tender documents/Forms (i.e. Annexure A to E) before submission of the filled Tender Document/Quotation to tender section at VIL.

7 Bidder should confirm to VIL specifications and conditions in every detail. Conditional Tenders/Tenderer/ Quotations/not conforming to Tender Specifications and conditions such offer will be deemed as invalid & summarily rejected.

8 The Tender is not transferable under any circumstance.

9 EMD and Tender Fee should be in the form of DD obtained in favor of Vignyan Industries Limited, Tarikere from any nationalized Banks. If the Tender is not accompanied by the requisite Earnest Money Deposit (EMD) and Tender Document fee such Tender forms will be summarily rejected.

10 The Bidder may please note that the Tender Form/document contains the Following documents Annexure 'A' to 'E'.

- Annexure – 'A' : Prequalification Bid (04 to 04 page)
- Annexure – 'B' : Questionnaire forming part (05 to 05 pages)
- Annexure – 'C': Special Terms & Conditions & General Terms & conditions (06 to 09 pages)
- Annexure – 'D' Terms & conditions (10 to 15 Page)
- Annexure- ' E ' Commercial Bid (16 Page)

Note: The Contractors should duly sign with company seal on all the pages of the tender document before submission. Tenderers shall counter sign with company seal wherever corrections are made. The sealed tenders should be dropped in the tender box placed in the Office of The Tender Section at Vignyan Industries Limited, B.H Road, Tarikere - 577 228.

The commercial bids of only the qualified bidder will be opened.

Offers through E-mail/Fax shall be summarily rejected.

Thanking you,

Yours faithfully,

For VIGNYAN INDUSTRIES LIMITED,

Manager-Materials  
(Signature of the Contractor & Seal)

Encl. : a/a



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## ANNEXURE: 'A'

### PRE-QUALIFICATION BID

**SUBJECT:** CONTRACT FOR PROVIDING SECURITY PERSONNEL AT VIL-TARIKERE, CREDENTIALS i.e. EXPERIENCE / FINANCIAL STATUS etc. for PRE-QUALIFICATION BID

Intending Tenderer who meets the following eligibility criteria may submit their offer by sending the following documents as a part of technical bid. (Refer Tender document).

(Sl. no. 1 to 4 are mandatory terms. If the bidder is not complying to these clauses or not uploaded required documents, the bid will be rejected.

However, details for remaining non-mandatory clauses (Sl no.5 to 8) are also to be sent. In case any document / clarification required for these non-mandatory clauses by Technical Evaluation Committee the same shall be asked from the bidders).

1**	FINANCIAL TURNOVER	Agency should have not less than Rs. 5 lakhs of average turnover for the last 3 years (copies of last 3 years Viz. 2017-18, 2018-19,2019-20 Audited Balance sheets incl. Profit and Loss account statements to be Attached)
2**	WORK EXPERIENCE (copy of the records has to be enclosed)	i) The agency should be in the security services contract/business at least for the past 03 years. ii) The agency should be currently at least 01 running contract providing contract security services to reputed organizations/ establishments.
3**	iii) Certificate of undertaking	A certificate/ undertaking duly signed by the Managing Director to the effect that i) all security personnel to be deployed will be verified by the Police Authorities within one month from the date of award of contract. ii) all the tender terms are thoroughly read, understood and acceptable .
4**	Statutory requirements	The tenderers must have ESI & PF code of their own and fulfil all statutory requirements as applicable to Contract Labourers. (To be attached as proof) Those firms not having ESI & PF codes must obtain the same within 15 days of receipt of LOI/work order if successful.( A letter of undertaking shall be attached to this extent that the same will be submitted before receiving work order.)
5	Training Centre	The agency should preferably have a residential security training centre of its own for imparting training to its security personnel. Declaration to be submitted by the agency along with the address of the Training Centre.
6	Income tax returns	The tenderers shall submit the copies of Income tax returns filed for the last 3 years
7	Desirable	ISO 9001, and 2008 certification
8	Questionnaire	Annexure-B, to be filled and send with this Annexure A (Pre-qualification bid) failing which bid will not be considered.

**Signature of the Tenderer with Seal**



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## **ANNEXURE-B**

**SUBJECT:** CONTRACT FOR PROVIDING SECURITY PERSONNEL AT VIL-TARIKERE,  
(To be filled by Bidder and to be send manually along with relevant documents)

The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document. No corrections/ revisions will be entertained after closing date and time of tender.

All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized bidder.

Name in full under which the : Tenderer is executing the Agency/contract	
Address of Official Premises at Tarikere, : If any	
Are you registered as Public Limited Company? Private Limited Company? Partnership Concern?	
Please indicate Reference No. of Registration of the firm to engage Contract labour.	
Indicate your GST NO:	
Indicate your ESI Code No	
Indicate your EPF code No	
Since how long are you supplying Security Personnel?	
How many labourers you have in your contact at present ?	
Have you covered your your workmen under ESI act/ WC Policy? (Yes/No)	
Have you covered all your workmen under PF Act & EP scheme?(Yes/No)	
Specify details of the companies / undertakings where you have undertaken contracts (Also mention the period of your association / contract with them)	
Indicate ISO 9001 or similar certificates, if any, with date of expiry.	
Indicate Two references of clients with phone numbers	1.  2.

I/We certify that to the best of my/our knowledge, the particulars furnished above against Annexure A & B are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

**Place:**

**(Signature of Contractor & Seal)**

**Date:**



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## ANNEXURE: ' C '

**SUBJECT: CONTRACT FOR PROVIDING SECURITY PERSONNEL AT VIL TARIKERE,**  
The contractor has to engage **07** trained security contract personnel per day.

### SPECIAL TERMS AND CONDITIONS

- 1) The contract shall be for a period of Two (2) years initially from the date of commencement of the Contract with an option to VIL to extend it for further period/s on the same terms and conditions with the mutual consent of the Contractor.
- 2) VIL Management reserves the right to short close the contract by giving one-month notice or without notice for breach of contract without assigning any reason whatsoever.
- 3) Screening of Security Personnel will be done by VIL before engaging them.
- 4) 50% of Personnel should be rotated every six months
- 5) The requirement of Security Personnel on Contract basis through Service Provider as detailed below:

Designation	Fitness	Age limit
Guards	Physically & mental good health	20-45 year
Valid proof of age and other details shall be furnished by the Tenderer & Confirm about relievers to maintain Weekly off/National/Festival Holidays, etc.		

- 6) The contractor has to engage trained security contract personnel on each day to carry out the security services.
- 7) The payment of Minimum Wages (Central) to the Contract labourers has to be made on or before 7<sup>th</sup> day of every month by the Contractor. The present central wages are indicated below as per Notification No:1/36 (6)/2019-LS-II dtd:23.09.2019)

Sl. No.	Description	Present Central Minimum Wages (As on 01.10.2019)
		Security Guards
01	Basic + VDA	569
02	Total Wages per day.	569

- 8) The Successful bidder has to make the payment of Minimum wages as notified by Central Government from time to time, which will be made good by VIL Management.
  - A. After releasing payment to the labourers / Personnel the contractor will submit his claim to Accounts Dept for settlement of claim. VIL accounts department shall deduct ESI/PF dues from Contractor's bill and remit to the respective Authorities every month through the contractor.
  - B. Contractor shall engage Labourers after covering them under ESI Act/workmen ship policy. Labour without ESI coverage /workmen ship policy will not be allowed to enter the Company premises.
  - C. Contractor has to ensure that security personnel deployed with VIL shall not be working for other firms during their leisure shifts.
  - D. Whenever Management offers any increase in wages / allowances / bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on communication by the Management in writing and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be given for such disbursement.



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9) The payments made by the Contractor (in presence of VIL Reps.) towards monthly Minimum Wages), Employer's Contributions of ESI & PF, payment of Bonus, if any, payment of wages for National and Festival Holidays, service tax etc. will be reimbursed by the Company on production of necessary proof for payment / remittance duly certified by the user dept. Such liabilities should be borne by the contractor in accordance with statutory requirements as well as Managements instructions initially and the expenditure incurred by the contractor towards above said liabilities will be reimbursed by the Company subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act for entire payment

10) The contractor should also make payment of minimum bonus as applicable under Payment of Bonus Act every year which will be reimbursed by VIL.

11) The statutory payment like ESI, PF, EDLI etc., have to be made after collecting cheques from VIL every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns under various labour legislations, annual statements, etc, and Challans to be produced to the User and HR/Finance Department.

The periodical returns in respect of ESI and PF should be submitted regularly to the authorities concerned and the documentary proof has to be submitted to VIL Security/Finance/HR Department

12) Working hours (subject to change from time to time)

I Shift: 06:00 Hrs to 14:00 Hrs

II Shift: 14:00 Hrs to 22:00 Hrs

III Shift: 22:00 Hrs to 06:00 Hrs

VIL reserves the right to allocate duties either in above shifts or in General shifts with different working hours in respect of Guards as per companies' requirement

13) **ACCIDENTS INJURIES AND DAMAGES:** From commencement till completion of the Work the contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of VIL. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the company indemnified against losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence to the works. For this purpose, the Contractor shall take Contractors all risk coverage policy (CAR POLICY) to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and possession of insurance policy is to be handed over to VIL. The policy shall be taken at his cost showing VIL as the PRINCIPAL to simplify the work in the matter of raising claims and settlement thereof.

14) The contractor shall employ security personnel in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of Officer-in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating thereto and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned such payment shall be binding on the contractor.

a. Copies of Attendance Register, Form 7 under ESI Act and all copies of returns /challans under various statutory requirements including ESI/PF/Contract Labour (R&A)1970 Act etc should be produced to the Manager- VIL Security & VIL HR / Finance depts. every month.

b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer in Charge or his representative to user department.

c. The contract security Guards shall not be retained on overtime work on any day. However, due to exigencies, on Sundays/holidays if any the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total man days supposed to be supplied by the



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contractor in a month and under no circumstances personnel be allowed to work continuously beyond 10 days.

15) Contractor should provide following or any other required documents forms from time to time under Contract Labour (R&A)1970

1. Register of Wages in Form XVII.
2. Muster Roll in Form XVI.
3. Register of Deduction in Form XX.
- 4 Half yearly return in Form XXIV.
5. Muster rolls in Form No XXII
6. Attendance Register in Form No VII
7. Wage Slips in Form XIX etc.....

16) The work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.

17) The Company reserves the right to extend the term of the contract or to short close the contract at any time without assigning any reasons at the discretion of the Management.

18) All the labourers, supervisors etc., shall have photo identity cards issued by the contractors which should be produced while on duty for identification.

19) The security Personnel posted shall have to report for duty in uniform with shoes, belt, whistle, name plates, lathi, torch rain coat and jersey prescribed by VIL, which are to be provided by the contractors.

20) The security Agency shall arrange for fidelity Insurance against loss of company property when the Agency Guards are on duty (Fidelity Insurance minimum of Rs.100000/-).

21) The Security Personnel deployed should be physically fit, trained and have adequate experience in performing security duties of a manufacturing unit.

22) Canteen facilities will be extended at the concessional rate only to the Personnel who are on duty.

23) The Contactor should engage separate relievers other than the required number of Security staff (Guards – 07) to maintain absenteeism, Weekly Off, National/Festival Holidays, etc.,

24) Contractor should maintain all registers and records required for ESI, PF, Payment of Wages etc., under the statutes indicated in above and produce them for verification as and when called for by the company/ inspecting authorities.

25) **PAYMENT:** The contractor shall submit bills after satisfactory completion of the work every month to the Accounts department along with satisfactory performance certificates issued by user department. If any remarks regarding the nonperformance etc., proportionate deduction will be affected from the Bills.

a) The bills payment will be made on 7th of the month against the services rendered during the before previous month (Ex: January bills payment in March 7th) after Certification of satisfactory completion of the job during that month duly recommended by Security-in-charge-VIL. Delay in submission of bills will automatically result delay in release of payment by equal number of days.

b) The Contractor shall maintain the attendance particulars of the staff deputed during the month.

c) The Contractor should submit the total wage Bills (i.e., inclusive of Employers contribution towards PF, Medical, EDLI, etc., along with filled in PF and other challans to the Chief of Security) latest by 3rd of subsequent month & heshould pay wages to security personnel before 7th of each month (Ex: January payment in February before 7th) and other statutory benefits.

26) The successful contractor shall duly observe the provisions of all Acts of the land and the rules and regulations framed there under as may be applicable to him and his employees and keep VIL fully indemnified and harmless at all times in respect of the breaches, if any ,of the said laws and or any other account.





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- 27) All disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the chairman of VIGNYAN INDUSTRIES LIMITED, whose decision shall be final and binding on the parties.
- 28) In respect of disputes arising under this contract or connected there-with, the court situated at Tarikere, shall alone have exclusive jurisdiction to entertain and adjudicate there on.
- 29) **PENALTY:** Penalty will be imposed on the service provider /agency at the discretion of company, if the agency fails to provide requisite manpower as specified by VIL from time to time. Apart from this, if the services are found to be unsatisfactory, the management has every right to short close the contract with or without giving reasonable notice

**SEAL/ SIGNATURE OF THE TENDERER**



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## ANNEXURE: ' D'

### I. TERMS AND CONDITIONS

#### **SUB.: CONTRACT FOR PROVIDING SECURITY PERSONNEL AT VIL TARIKERE**

1. The Successful Bidder or his authorized representative should visit the posted places of his security personnel at-least once in a day and meet in-charge of security department to give/get feedback/report/review the performance of the work.
2. The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of any of work.
3. The Bidder shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per specifications in accordance with the Indian standards. The Bidder may visit i.e VIL Plant before offering his unit rates for better understanding the requirement.
4. The Bidder shall agree, not to petition for revision of rates tendered by him under any circumstances at any stage of works either during execution of the contract when the final claim is settled.
5. The contractor should arrange proper supervision and organize from his part or carrying out the work satisfactorily in all respects of work as directed by the Security Department.
6. Any damage or loss caused by the Contract Labourers to the Company property/Machineries, equipment's, moveable / non-moveable assets etc., will be recovered from the amount due to the Contractor.
7. The contractor shall ensure that all the rules of the Company concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.
8. Quotations without the EMD or insufficient EMD or Tender fee will be rejected out rightly and such tenderers will not be allowed to participate in the tender opening.
9. Work has to be carried out without disturbing the normal working atmosphere. No inconvenience should be caused to the employees/officers' movements.
10. Contractor should supply his security personnel throughout the year in all shifts 24/7 and they shall not be engaged for more than 8 hours duty in a given day.
11. Contractor should supply good quality of Uniform, Shoes, ID cards and use only Standard brand materials and all these items will be checked and cleared by user Dept in-charge.
12. Late tenders and conditional tenders are liable for rejection.
13. **UNIFORM:** The Contractor shall issue two sets of uniform including one pair shoes/ ID cards per year per personnel engaged on the work within ONE MONTH from the date of acceptance letter first year and another Two sets of uniform during 13<sup>th</sup> month of issue of Acceptance for 2<sup>nd</sup> year. Non supply of uniform amounts to violation of contract conditions leading to cancellation / recovery of equivalent amount towards uniform from the dues payable to the contractor as per advice of user department.
14. **PERIOD OF CONTRACT:**  
The period of contract shall be for **TWO YEARS** from the date of commencement as per the work order, with an option for the company to extend for a further period of one year or part thereof on the same terms and conditions with the mutual consent of the contractor. Notwithstanding anything contained herein the company reserves the right to terminate the contract by giving one month notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination.
15. Contractor shall employ Contract Labourers only who are covered under ESI. Contract Labourers without ESI registration will not be allowed to enter the premises of the factory and to carry out any work.
16. The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case of terminations, discontinuance or death etc.,
17. The extension of ESI & PF benefits to the contract labour of the contractor will be available only during the contract period. After the contract period is completed contract labourers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new Contractor if any.
18. The contractor shall maintain all registers, returns and records required for the payment made towards ESI/PF & EPS, payment of wages , minimum wages Act, payment of Bonus Act and all other statutory legislations etc. and produce them for verification as and when called for by the company or by the Inspecting Authorities and one set should be submitted to **Security in charge VIL & HR Department.**



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19. The Security personnel employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. They shall be over 18 years (preferably below 45 years) of medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either in full or partially to any other person or persons

20. The Tenderer shall read and understand the Scope of work, Special terms and conditions, General terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor.

21. **SECURITY DEPOSIT:** The Successful Tenderer have to submit a DD towards Security deposit (adjusting the EMD amount) OR to execute a Bank Guarantee for a value equal to one month's bill amount which should be valid up to 6 months after completion of contract Period.

The DD shall be made on VIL., Tarikere payable at Tarikere. In case of Bank Guarantee, the same shall be submitted from any Public Sector bank in the standard format which shall be provided by VIL.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with same validity failing which same will be realized by the VIL Management. The Bank Guarantee should provide for indemnifying VIL from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time.

SIGNATURE /SEAL OF TENDERER



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## **II. General Terms & Conditions:**

(‘Purchaser’ refers to VIL and ‘Supplier’ refers to ‘Service Provider/Contractor’ under this General Terms & Conditions)

### **(i) ARBITRATION :**

**For PSUs:** In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in 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 the 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 further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. 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.

**For firms other than PSUs:** In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by VIL. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Tarikere shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

### **(ii) FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.



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### (iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

### (iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

### (v) **BRIBES AND GIFTS**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of VIL or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with VIL., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which VIL may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by VIL in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

### (vi) **JURISDICTION**

Courts at Tarikere alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

### (vii) **DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.



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### (viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

### (ix) **DURING ARBITRATION**

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

### (x) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

### (xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

### (xii) **NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of VIL to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to VIL under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

### (xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

### (xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

#### **Commitment by Purchaser:**

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

#### **Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or



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personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**Thanking you,**

**For VIL**

**Manager – Materials**



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## ANNEXURE: ' E '

**Period of Contract** : Two Years from the date of commencement of the contract.

**Ernest Money Deposit: Rs.20000/-** (will be converted to Security Deposit & it should be enclosed along with Annexure A, B, C, D& E)

Due date / time **17/08/2020 at 02:00PM (14:00Hrs)** for submission filled Tender.

## QUOTATION FORM

### COMMERCIAL BID

**Sub: ENGAGING SECURITY PERSONNEL (GUARDS) ON CONTRACT BASIS THROUGH SERVICE PROVIDER AT VIL, TARIKERE.**

Description of the work

SI No	Category of Staff	No of Staff required daily ***	Minimum wages (for 8 hours daily /6day in a week) as on 01.10.2019, [Company (VIL) will make good increase or decrease from time to time] in line with Gazette Notification issued by the Govt. of India	Minimum Wages / per day/head (amount in Rs.)	Service Charges/ day/shift/head (amount in Rs. & * words to be filled in by the Contractor)**
1	Security Guards – 07 (without Arms)	07	Basic Pay VDA	494.00 75.00	
Total cost per man per day/shift				569.00	
*Service charges Rupees in words _____ only.					

\*\* In case the Service Charge quoted is different in number and words, the least among them will be reckoned for considering the tender.

\*\*\*The Contractor has to quote service charges/head/day which shall include uniform, shoes, lathis, whistles, ID card, Torches etc. for the personnel deployed. The contract guards shall be paid minimum wages prescribed by the central Government from time to time and any increase or Decrease in Minimum wages, Employers contribution towards ESI/PF/Bonus/Leave with wages Etc, shall be made good by VIL

**Note: Please mention your Price in SRM e-Procurement Price Condition tab only and do not mention in this format. If you mentioned price in this format, Bid should be disqualified.**

Place:

Signature of contractor (s) & Seal

Date:

Name & Address of the Contractor/Firm