



**Government of India
Department of Atomic Energy
Zirconium Complex
(A Unit of Nuclear Fuel Complex, Hyderabad)
Pazhayakayal Post, Tuticorin – 628 152.**

**Tender No:
ZC/NFC/Admn/41/02/2018 dated 24.05.2018**

NAME OF WORK:

“Engagement of Private Security Personnel at ZC Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin”

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
Zirconium Complex
(A Unit of Nuclear Fuel Complex, Hyderabad)

Pazhayakayal Post,
Tuticorin – 628 152.

Tender No.	ZC/NFC/Admn/41/02/2018 dated 24.05.2018
Name of the work	Engagement of Private Security Personnel at ZC Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin

Telephone No.	0461-227 6156 0461-2276056 0461-227 6105
Fax No.	0461-227 6111
e-mail	zc.ao3@nfc.gov.in zc.admin@nfc.gov.in zc.admsect@nfc.gov.in
GST IN	33AAALZ0205G1ZE

NAME OF WORK: Engagement of Private Security Personnel at ZC Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin.

SR. NO.	SECTION	CONTENTS	PAGE NO.
PART – A (TECHNICAL)			
1.	SECTION-I	NOTICE INVITING TENDERS	5-10
2.	SECTION-II	LABOUR WAGES & TENDER MEMORANDUM	11-12
3.	SECTION-III	TERMS & CONDITIONS OF THE CONTRACT	13-22
4.	ANNEXURE - A		23
PART-B (FINANCIAL)			
5.	SECTION-IV	FINANCIAL BID	24 - 25

PART – A (TECHNICAL)

SECTION - I
NOTICE INVITING TENDERS

Government of India
Department of Atomic Energy
Zirconium Complex
(A Unit of Nuclear Fuel Complex, Pazhayakayal)

Pazhayakayal Post,
Tuticorin – 628 152.

No: ZC/NFC/Admn/41/02/2018

24.05.2018.

TENDER NOTICE No: ZC/NFC/Admn/41/02/2018 dated 24.05.2018

On behalf of the President of India, sealed quotations are invited from approved and eligible Security Agencies registered under **DIRECTORATE GENERAL OF RESETTLEMENT, MINISTRY OF DEFENCE, NEW DELHI**, and having adequate experience, capabilities who have executed works of similar nature, in last five years to carry out the following works at Pazhayakayal, Tuticorin 628 152.

1	Name of Work	Engagement of Private Security Personnel at ZC Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin.
2	Estimated cost of work	₹ 1,64,18,500/- (Rupees One Crore Sixty Four Lakh Eighteen Thousand and Five Hundred Only) for a period of two years.
3	EMD	NIL
4	Period of Work	24 (Twenty Four) Months
5	Tender Document Fee	Rs.1,000/- (Rupees One Thousand Only)
6	Security Deposit (SD)	NIL
7	Performance Guarantee	@ 10% of one month's wage bill
8	Manpower requirement	21 Security Guards & One Security Supervisor
9	Date from which tender form will be issued	From 01.06.2018 to 12.06.2018 on working days between 10.00hrs to 15.30hrs
10	Last date for Submission of tender document	18.06.2018 at 1400 hrs at Zirconium Complex, Pazhayakayal, Tuticorin.
11	Date and time of opening of Technical Bid	18.06.2018 at 1500 hrs at Vedaprashta Building, Zirconium Complex, Pazhayakayal.
12	Date of opening of Financial Bids of qualified bidders	Will be notified at a later date.

Notes:

1. A Set of tender document can be obtained from the Assistant Accounts Officer, Zirconium Complex, Pazhayakayal Post, Srivaikundam Taluk, Tuticorin 628 152 on any working day from 01.06.2018 to 12.06.2018 between 10.00 hrs to 15.30 hrs on payment of Rs.1,000/- (Rupees One Thousand Only) payable by non-refundable cash/demand draft from any

<p>scheduled bank drawn in favour of “AAO, Zirconium Complex” payable at Tuticorin.</p> <p>2. Contractors shall submit the Tender duly signed in each page and drop in the Tender box kept at Veda Prastha Building, Zirconium Complex, Pazhayakayal upto 14:00hrs of 18.06.2018. Technical bids will be opened by Dy. General Manager or his authorized representative in the conference room of Veda Prastha Building, Zirconium Complex, Pazhayakayal at 15:00 hrs on the same day.</p> <p>3. For further information, please contact Asstt. Personnel Officer, ZC on 0461-227 6056 / 227 6156 during the office hours.</p> <p>4. Tender for work shall remain valid for a period of 90 days (Ninety Days) from the opening of the tender. The bidder shall not revoke or cancel their bid or vary/modify the bid during the currency of offer.</p>	
1	Contractors who fulfill the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).
(a)	The Security agency shall have valid license of registration under Private Security Agency (Regulation) Act-2005 or equivalent Act in the State.
(b)	The agency should be empanelment with Directorate General of Resettlement (DGR)
(c)	The agency shall have minimum 5 (Five) years of experience of security services and have a live registration continuously for last five years.
(d)	The agency shall have strength of 5 times the required strength so as to ensure continuous supply of requisite number of Security Personnel in case of absenteeism, leave etc.
(e)	There should be no criminal case pending with the police against the Proprietor/ Partner/Security Agency.
(f)	<p>The bidder shall have the following registrations and details of the same shall be provided with the Technical Bid and issue of Tender Document.</p> <p>i) Registration Certificate from Central Government/State Government.</p> <p>ii) Valid license under Private Security Agency (Regulation) Act – 2005.</p> <p>iii) Proof of empanelment with Directorate General of Resettlement, New Delhi.</p> <p>iv) Employees Provident Fund Registration Certificate</p> <p>v) ESI Registration Certificate</p> <p>vi) GST Registration Certificate</p> <p>vii) PAN with last 3 years IT returns</p> <p>viii) Solvency certificate from bankers for 40% of estimated value i.e. Rs.65,67,400/-</p> <p>ix) Should have satisfactorily completed the works as mentioned below during the last seven years ending 31.03.2018 and documentary proof should be submitted</p> <p style="padding-left: 40px;">(a) Three similar works each costing not less than 40% of the estimated cost.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) Two similar works each costing not less than 60% of the estimated cost.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(c) One similar work costing not less than 80% of the estimated cost.</p> <p>x) Annual Turnover or profit & loss statement for the last 5 years. Average annual turnover for the last 3 financial years should be at least 50% of estimated value put to tender, not having incurred any loss in more than 2 years during last 5 years ending 31.03.2018 (last financial year).</p>
(g)	Preference will be given to agencies set up by and comprising of Ex-Servicemen.

(h)	Solvency certificate from bankers for 40% of estimated value i.e. Rs.65,67,400/-.
2	The intending bidder must read the terms and conditions as per “ PART-A consisting NOTICE INVITING TENDERS and TERMS & CONDITIONS OF CONTRACT ” carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Department reserves the right of Non-consideration of Tender documents of the agencies who are not fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.
3	The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.
4	Income Tax and GST as applicable shall be deducted as TDS from running bills. GST shall be reimbursable in the subsequent month on production of documentary evidence towards remittance of the same to concerned authorities.
5	Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by Zirconium Complex, Pazhayakayal.
6	IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in Zirconium Complex, Pazhayakayal.
7	Both the bids (Technical and Financial) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as “Engagement of Private Security Personnel at Zirconium Complex Township and approach road to plant site, Zirconium Complex, Pazhayakayal, Tuticorin”. Tender No. ZC/NFC/Admn/41/02/2018 dated 24.05.2018.
PROSPECTIVE AGENCIES SHALL SATISFY THEMSELVES OF FULFILLING ALL THE NIT CRITERIA BEFORE SUBMISSION OF TENDER. Department reserves the right of non consideration of tender of the agencies not fulfilling the stipulated criteria.	

Zirconium Complex, (A Unit of Nuclear Fuel Complex) is committed to a corruption free work environment. All the purchase and contracts commitments of Zirconium Complex will be honoured without the citizen having to pay any bribe. In case any person demands any bribe, it is the duty of a responsible citizen to inform the matter to the Vigilance Officer, Nuclear Fuel Complex, Hyderabad. His name & Telephone Number is Dr. R. P. Acharya - Office: (040)-27184307, (040)-27184949 Fax 040-27121271, 27121978 & residence no: 040-27120218. E-Mail: dcea@nfc.gov.in

Sd/-
(K.S.Subramanian)
Dy. General Manager
for and on behalf of the President of India

**Government of India
Department of Atomic Energy
Zirconium Complex
(A unit of NFC, Hyderabad)
Pazhayakayal – Tuticorin.**

Tender No. ZC/NFC/Admn/41/02/2018 dated 24.05.2018

TENDER FORM

Tender No. **ZC/NFC/Admn/41/02/2018**
Due Date: 18.06.2018 up to 1400Hrs.
Date of Opening: 18.06.2018 at 1500 Hrs.

From

To

The Dy. General Manager,
Zirconium Complex,
Pazhayakayal, Tuticorin - 628 152.

Dear Sir,

I/We hereby offer to carry out “Engagement of Private Security Personnel at Zirconium Complex Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin” on contract basis at the rates quoted in the schedule hereto and agree to keep this offer open for a period of 90 days from the due date for submission of tender for acceptance.

2. I/We hereby submit the two covers separately (1) Technical Bid, (2) Financial Bid towards “Engagement of Private Security Personnel at Zirconium Complex Township and Approach Road to Plant Site, Zirconium Complex, Pazhayakayal, Tuticorin”. I/We are fully aware that the financial bid will be opened later only if the tenderer is technical suitable and submits the prescribed documents as per the terms and conditions.

3. I/We have understood the terms and conditions of the contract given in the Tender **No. ZC/NFC/Admn/41/02/2018** annexed hereto and have thoroughly examined the pattern to be quoted or referred to in the schedule hereto and am/are fully aware of the nature of services to be provided and the terms and conditions stipulated in the tender.

4. If this tender is accepted in full or in part, I/We hereby agree to abide by and fulfill all the terms and conditions, instructions, etc., contained herein or in default thereof, to forfeit the Performance Guarantee for this contract and pay to the President of India or his successors in office.

5. If I/we fail to commence the work specified in the above Memorandum within the stipulated period I/we agree that the said performance guarantee shall be forfeited to the President of India or successors in office, without prejudice to any other right or remedies under the contract.

Dated the _____ day of _____

Signature of the Tenderer

Witness:

Signature:

Address:

Occupation:

SECTION - II
LABOUR WAGES & TENDER
MEMORANDUM

RATES OF MINIMUM WAGES as notified by DGR, New Delhi

Detailed wage rates are provided in ANNEXURE-A.

During the period of contract the rates are unchanged.

HOURS OF WORK:

Eight (8) hours per day and 48 hours per week.

WAGE PERIOD:

Monthly

DATE OF PAYMENT OF WAGES TO SECURITY STAFF:

1. Monthly wages : by 7th day of following month by the Contractor.

SECTION - III
TERMS & CONDITIONS OF THE
CONTRACT

TERMS & CONDITIONS OF THE CONTRACT

1.0 GENERAL INFORMATION:

The site at Pazhayakayal is located on the Gulf of Mannar coast in Srivaikundam Taluk, Tuticorin Dist, Tamilnadu, which is at a distance of about 577 kms by road from Chennai. The nearest town Tuticorin is located at a distance of about 17 kms North of the site. The nearest Railway station Tuticorin (BG) of Southern Railways is at 18 kms from the site. The site is approachable through the National highway between Tuticorin and Thiruchendur.

2.0 SCOPE OF WORK:

- 2.1 The Security Agency shall provide one (01) Security Supervisor and Twenty one (21) Security Guards (07 Security Guards in 03 Shifts) to be deployed in round-the-clock shifts on 24x7 basis all the 07 days of the week at Zirconium Complex Township and approach road to plant site, Zirconium Complex. Zirconium Complex reserves the right to increase/decrease the number of security personnel to be deployed by the Security Agency at any time by giving advance notice of 30 days to the Security Agency.
- 2.2 The Security Agency shall also ensure that they are deploying preferably Ex-Servicemen who are physically & mentally fit with clear record below 45 years of age. In case ZC (P) found any of the security personnel deployed by the Security Agency is not physically and mentally fit, the Security Agency is liable to replace him immediately.
- 2.3 The Security agency shall deploy only those security personnel whose antecedents have been verified by the concerned Police Authorities. Police Verification Certificates (PVCs) issued by concerned Superintendent of Police may be submitted to ZC (P) authorities prior to their deployment.
- 2.4 The security personnel (Ex-servicemen) so made available by the Security Agency for rendering security services at ZC Township and approach road to plant site shall be deployed as decided by the ZC(P) and in that connection the Security Agency has to co-ordinate with the Administrative Officer-III / Estate Officer of the ZC(P) or with any other officer authorized by him.
- 2.5 The ZC(P) will identify the place of deployment of Security Guards/Supervisors and accordingly the Security Agency will arrange to deploy them. The Security Agency shall ensure that the security personnel employed by them are functioning in a smooth manner in close liaison with various authorities of the ZC(P).
- 2.6 The Security Agency should ensure that the security personnel deployed by them have thorough knowledge of security procedures and operating Fire Fighting Equipments installed in the ZC Township area and ensure that they follow the safety codes.

- 2.7 The ZC(P) shall give necessary direction to the Duty Supervisor in case of necessity for mobilizing the force/extra force and the same is binding on the Duty Supervisor employed by the Security Agency. The Supervisor is liable to be present as and when called for by the Administrative Officer-III / Estate Officer of ZC (P) or his authorized representatives.
- 2.8 The Security Agency shall ensure that all the employees deployed by them wear proper uniform with ID Cards duly displayed during duty hours and that they are courteous, polite and prompt while performing duties in their respective area and shall not leave the duty post unless and until they are properly relieved by the relievers.
- 2.9 The ZC(P) reserves the right to replace the Security Guards / Supervisors without assigning any reasons thereof and the Security Agency shall at all times comply with such request of ZC(P).
- 2.10 Deployment of any fresh security personnel by the Security Agency in replacement shall be made only with prior permission of ZC (P).
- 2.11 The security personnel shall be adequately briefed/trained about their duties prior to deployment.
- 2.12 The Security Agency shall always ensure the availability of the security personnel as per the requirement of the ZC(P) at its disposal. In the event of any security personnel being on leave/absent, the agency shall ensure alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserves.
- 2.13 The performance of the security agency personnel will be supervised by the supervisor from the security agency as well as Administrative Officer, ZC(P) or his representatives.
- 2.14 The overall control and supervision of Private Security Agency personnel shall be under Administrative Officer, ZC(P) or his representatives.
- 2.15 The Security Agency shall observe all the Labour Laws and such other statutory rules as applicable to the employees engaged by them. In case of any violation, the Security Agency is liable for action enforced under any Law. In the event of any liability incurred towards the same by ZC(P) in the capacity as Principal Employers, the same shall be recovered from the Security Agency.
- 2.16 Records, registers like Muster, Payment of Wages Register, Over Time Register (if any), Leave Register and any other registers/records required to be maintained under various statute or maintainable under the agreement are to be maintained by the Security Agency.
- 2.17 The Security Agency shall provide all material(s)/equipment(s) required for day to day security requirement like Torches, Whistles, Batons, Two sets of summer uniform(sky blue shirt and navy blue trouser), one jersey(navy blue)/overcoat, one pair of black leather shoe, cap beret, lanyard per-annum, and protective material like raincoats etc. However ZC(P) shall make available necessary registers to the Security Agency for recording entries of visitors/vehicles and material movement etc. In case any complaint

is received from Security Personnel regarding non receipt of proper uniform and also timely issue of uniform, ZC(P) has the right to initiate suitable action as deemed fit.

- 2.18 The Security Agency is responsible for submission of periodical return or any other return to the concerned authorities and also to ZC(P) as and when directed.
- 2.19 The Administrative Officer-III / Estate Officer or his representative shall be the Officer-in-Charge of the work relating to the agreement.
- 2.20 All liabilities arising out of an accident or death of security personnel deployed by security agency while on duty shall be borne by Security Agency.
- 2.21 Any liability arising out of any litigation (including) those in consumer courts due to any act or omission by security personnel shall be directly borne by security agency including all expenses/fines. Security personnel shall attend the Court as and when required.

3.0 ELIGIBILITY CRITERIA:

- 3.1 The security agencies shall have valid license of registration under Private Security Agency (Regulation) Act 2005 or equivalent act in the state.
- 3.2 The agency shall Empanelled with Directorate General of Resettlement (DGR), New Delhi.
- 3.3 The agency shall have minimum 5 years of experience of security services and have a live registration continuously for last five years.
- 3.4 The agency shall have strength of 5 times the required number of manpower so as to ensure continuous supply of requisite number of Security Personnel in case of absenteeism, leave etc.
- 3.5 Preference will be given to Agencies set up by and comprising of Ex-Servicemen.
- 3.6 Each Security personnel deployed by the agency shall possess valid Police Verification Certificate (PVC) issued by the concerned State Police Authorities.
- 3.7 There should be no criminal case pending with the police against the Proprietor/ Partner/ Security Agency.
- 3.8 Security Guards shall be mentally and physically sound and shall be below age of 45 years.

4.0 DUTIES TO BE PERFORMED:

Security personnel provided by Security Agency shall perform the following security duties in ZC Township and approach road to plant site, Zirconium Complex, Pazhayakayal.

- 4.1 Guarding the important places/installations such as Telephone Exchange, Boundary Walls of the ZC Township, Colony Health Centre, Guest House, Civil/Electrical Colony Offices, Shopping Complex, AECS School, Sewage Treatment Plant area, Thamirabharani Guest House, Pump House, approach road to plant site and the vacant quarters in the ZC Township and other places inside the Township or approach road to plant site as per the requirement.
- 4.2 Maintaining visitors/vehicles movement records at gates as required by ZC(P).
- 4.3 Checking the identity of outsiders/visitors entering the colony so as to ensure that no unauthorized persons/anti social elements are entering the ZC Township.
- 4.4 Checking and keeping the record of outgoing material through valid gate passes.
- 4.5 Checking/watching the movement of employees/labourers engaged by various contractors in ZC Township and approach road.
- 4.6 Reporting of any untoward incident in ZC Township and approach road to plant site area, if any.
- 4.7 Ensuring that no cattle/stray animals are entering in the residential colony /approach road and in case of their entry from any part of ZC Township they should be driven out of township/approach road.
- 4.8 Assistance to ZC(P) authorities in checking the sub-letting of government accommodations/shops and also helping ZC(P) authorities in evicting the unauthorized occupants from the Government Quarters/Shops.
- 4.9 Checking of any pilferage in electricity or water and giving assistance to the ZC(P) authorities in implementing anti-sabotage/theft measures
- 4.10 Compliance of instructions/orders in the matter of security issued by ZC(P) authorities or any other agency through ZC(P).

5.0 PERFORMANCE GUARANTEE:

Performance Guarantee @ 10% of one months wage bill shall be deposited in the form of FDR/DD/BG within 15 days from the date of issue of the Letter of Acceptance. In case a Bank Guarantee is furnished, it shall be valid upto stipulated period of contract along with an additional claim period of six months. Extension of time for submission of Performance Guarantee at the request of contractor shall be charged @ 0.1% per day of Performance Guarantee amount.

The amount of Performance Guarantee will be refunded after 3 months from the date of issue of completion certificate or after settlement of final bill whichever is later.

6.0 PAYMENT TERMS:

- 6.1 The contractor shall submit the monthly running bill in triplicate in the form required by the Officer-In-Charge along with attendance register duly completed in respect of claims relating to the preceding month and the bill should be accompanied with pre-receipt affixing revenue stamp. The RA bill or final bill will be accepted only after submission of the Labour Payment Certificate from LCWO, ZC(P).
- 6.2 Paying Authority for this work is PAO, NFC, Hyderabad.
- 6.3 The Security Agency is liable to comply with the provisions of payment of Wages Act, 1970 and Contract Labour (Regulation & Abolition) Rules, 1971 (all as amended from time to time).
- 6.4 The contractor shall comply with the provisions of the Minimum Wages Act 1948, Payment of Wages Act, Contract Labour (Regulation and abolition) Act 1970 and rules framed there under and other Labour Laws that may be brought into force from time to time. Employer's contribution towards EPF and ESI shall be borne by the Contractor.
- 6.5 The Income Tax and GST as applicable shall be deducted from the bills.
- 6.6 GST shall be reimbursable in the subsequent month on production of documentary evidence towards remittance of the same with concerned authorities.
- 6.7 Any complaint from any employee deployed by the Security Agency to the Government pertaining to non-payment of wages etc. shall be dealt with as per the rules in vogue and payment made for the purpose shall be recovered from the Security Agency.
- 6.8 **There will be no escalation in the rates during the currency of the contract.**

7.0 PENALTY:

- 7.1 The Security Agency shall ensure that all the employees deployed by them wear proper uniform with ID Cards duly displayed during duty hours and that they are courteous, polite and prompt while performing duties in their respective area. If any security personnel found performing duty without proper uniform, a penalty of Rs 500/- for each such occasion shall be levied.
- 7.2 If any of the security personnel is found negligent/sleeping/drunk while on duty during surprise check by any authorized officer of ZC(P), a penalty of Rs 500/- for each such incident shall be levied and same will be deducted from the security agency's bill and the security agency has to withdraw that person immediately.

- 7.3 If any complaint is received attributable to misconduct/misbehavior on the part of Security Guards/Supervisors/deployed by the Security Agency and is assessed as true by ZC(P) authorities, a penalty of Rs 500/- for each such incident shall be levied and same will be deducted from the security agency's bill. Besides the security personnel found involved in the incident shall be removed from ZC Township under intimation to the Security Agency.
- 7.4 Any damage or loss caused to ZC Township/ZC(P) in any form due to negligence of security personnel deployed by the Security Agency during the course of its tenure, the same shall be made good by the Security Agency.
- 7.5 If any duty post remains vacant and the Security Agency fails to provide/deploy the manpower on any day / shift, a penalty equal to double the wages for number of Guards/Supervisors remained absent on that particular day / shift shall be levied by ZC(P) and same shall be deducted from the monthly bills.
- 7.6 In case the security agency fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, ZC(P) reserves the right to impose the penalty of 1% of annual cost of work order per week up to four weeks delay and after four weeks delay.
- 7.7 ZC(P) reserves the right to cancel the contract and withhold the agreement and get this work done from other security agency in open market. The difference, if any, will be recovered from the defaulter security agency.

8.0 VALIDITY OF OFFER:

- 8.1 The offer shall be valid for a period of 90 days from the date of opening of Financial Bid and no request for any variation in quoted rates/withdrawal of tender on any ground by successful bidder shall be entertained.

9.0 DURATION OF CONTRACT:

The duration of contract will be initially for a period of 02 (two) years from the date of its commencement and can be extended for a further period of 01 (one) year, by mutual consent, on the same terms and conditions of the contract and at the same rates. The rates quoted by the bidder shall remain unchanged during the period of contract.

10.0 TERMINATION OF CONTRACT:

- 10.1 If the contractor breaches the contract during the course of contract performance guarantee shall be forfeited in addition to other legal remedies available under the contract act.
- 10.2 ZC (P) reserves the right to terminate the agreement at any point of time without assigning any reasons thereof by giving 30 days advance notice to the Security Agency and in that event the Security Agency shall not be entitled for any compensation

10.3 Dy. General Manager, ZC(P) reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of ZC(P) in this regard shall be final and binding on the contractor.

11.0 FORCE MAJEURE:

If at any time during the currency of contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, natural calamities etc. which may prevent either party to discharge his obligation. The affected party shall promptly notify the other party about happening of such event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

12.0 SUB CONTRACTS

The Security Agency shall not engage any sub contractor or transfer the contract to any other person in any manner.

13.0 SECRECY:

With a view to safe guard the secrets and confidential information relating to the Zirconium Complex, Pazhayakayal, the bidder binds himself, his successors and assigns, to secrecy and contracts to bind to secrecy his officials, managers, senior staff and all other staff directly or indirectly concerned in or who may have acquired information relating to the Zirconium Complex and the bidder shall ensure (so far as lies his power) that no third party has access to any such information.

14.0 CONFIDENTIALITY:

Security Agency should not disclose any thing to any third party. In particular, information identified as Proprietary in nature by the disclosing party, shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without prior written consent of the original disclosing party. This clause shall apply to the Security Agency or the employees engaged by the Security Agency with equal force.

15.0 RESTRICTED INFORMATION:

Categories under Section 18 of the Atomic Energy Act 1962 and OFFICIAL SECRETS under Section 5 of the Official Secrets Act 1923:

Any contravention of above-mentioned provisions by the Security Agency or the employees engaged by the Security Agency will invite penal consequences under the aforesaid legislation.

16.0 ARBITRATION (CLAUSE 59 OF G.C.C.):

The Sub Section V “Arbitration and laws etc.” of the General Conditions of the contract for works as stated below shall be applicable to this contract/agreement also:

- 16.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the work or arising out of the terms & conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at the sole arbitration of the person nominated and appointed by Dy. General Manager, ZC(P) in respect of the contracts entered for and on behalf of the President of India, by any officer/authority of the ZC(P).
- 16.2 The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, the Dy. General Manager, Zirconium Complex, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, it is also a term of this contract that no person other than a person appointed by the Dy. General Manager, ZC(P), as aforesaid should act as arbitrator and if any that is not possible, the matter is not to be referred to arbitration at all.
- 16.3 It is also the terms of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred of the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration.
- 16.4 Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 (No 20 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

17.0 JURISDICTION:

The Court situated in Tuticorin District, Tamilnadu alone will have jurisdiction to adjudicate in the matters arising out of this contract.

18.0 Prohibition against use of ZC(P)’s name without permission for publicity purpose:

The Contractor, Sub-Contractor, Advisor, Consultant or the Employees engaged by the Contractor shall not use Zirconium Complex’s name for any publicity purpose through any public media like Press, Radio, T.V or Internet without prior written approval of ZC (P).

SPECIAL INSTRUCTIONS TO BIDDERS

1. Each page of tender document is required to be read and signed by the person or persons submitting the tender.
2. All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
3. Financial bid should only contain the Price Schedule duly filled as per format given. No overwriting, corrections, interlineations etc., are permitted in the Financial Bid. If found, bid shall liable to be rejected.
4. Both the bids (Technical and Financial) separately sealed in envelopes super scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as “Engagement of Private Security Personnel at Zirconium Complex Township and approach road to plant site, Zirconium Complex, Pazhayakayal, Tuticorin”. Tender No. ZC/NFC/Admn/41/02/2018 dated 24.05.2018.
5. If any clarification regarding specifications, conditions of contract or scope of work is required, the same can be obtained by the tenderers from the office of the Dy. General Manager, Zirconium Complex, Pazhayakayal.
6. Any and all exception that the bidder wishes to make to the clauses in this tender document shall be clearly outlined as “Deviations” in his tender, otherwise, it shall be construed that the bid is in total conformity with this Tender Document. Only such deviations as are approved by the Government shall form part of this document.
7. The tenderer is deemed to have examined the parts of these tendering documents listed below and is fully informed as to the nature of the work and conditions related to its performance.

Part A: Tendering and contracts conditions.

Part B: Financial Bid
8. In case the tenderer is unwilling to quote his offer, he must return all the documents forthwith.

Sd/-
(K.S. Subramanian)
Dy. General Manager
For and on behalf of President of India

Wage Rates as per Directorate General of Resettlement (DGR), New Delhi

Sl. No	Description	Percentage	Rates per Day	
			Security Guard (Unarmed)	Security Supervisor
1.	Basic Wages + VDA	---	506.00	672.98
2.	Employees State Insurance (ESI)	4.75% of Basic + VDA	24.04	31.97
3.	Employees Provident Fund (EPF)	12% of Basic + VDA	60.72	80.76
4.	Employees Deposit Linked Insurance (EDLI)	0.5% of Basic + VDA	2.53	3.36
5.	Administrative Charges	0.65% of Basic + VDA	3.29	4.37
6.	House Rent Allowance (HRA)	8% of Basic + VDA or Rs. 1800/- (Whichever is higher)	69.23	69.23
7.	ESI on HRA	4.75% of HRA	3.29	3.29
8.	Bonus	8.33% per month (Basic + VDA)	42.15	56.06
9.	Uniform Outfit Allowance	5% of Basic + VDA	25.30	33.65
10.	Uniform Washing Allowance	3% of Basic + VDA	15.18	20.19
11.	Total	Sum (1) to (10)	751.73	975.86
12.	Relieving Charges	1/6 th of total (11)	125.29	162.64
13.	Total Cost Per Head	Sum of (11) and (12)	877.02	1138.50

SECTION - IV

FINANCIAL BID

FINANCIAL BID

FOR

ENGAGEMENT OF PRIVATE SECURITY PERSONNEL AT ZC TOWNSHIP &
APPROACH ROAD TO PLANT SITE, ZIRCONIUM COMPLEX,
PAZHAYAKAYAL, TUTICORIN – 628 152.

I / We hereby offer to provide the Security Services at _____ %
(Percentage in words _____
_____) as Service
Charges on the rates mentioned at Annexure – 'A'.

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid.
If found, bid shall liable to be rejected.

The contractor has to ensure payment to its staff not less than current minimum wages rates notified by DGR, New Delhi, to the workers deployed at entrusted ZC Township. The contractor will have to make payment through e-transfer after opening of individual bank account for the workers deployed and also forward the copy of the monthly bank statements of the concerned workers to Officer-in-Charge. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to the Officer-in-charge.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorised Person

Date :

Full Name:

Place :

Company's Seal: