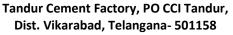


CEMENT CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA ENTERPRISE)





Date: 16.11.2023

CIN No: U74899DLI965GOI004322 Email: pers_tdo@cciltd.in

Ref: TCF/P&A(SEC)/DGR-ltd.-tender/23-24

NOTICE INVITING TENDER

(Limited tender Only through E-Tendering)

Online electronic bids through Electronic Tendering System (ETS) are invited from DGR sponsored agencies as per DGR Ltter No. 8304003/SA/CCIL/2023/TEL/7746/7932/7808/DRZS dated 20.09.2023.

The complete set of tender documents is available on websites <u>www.cciltd.in</u>, <u>www.etenders.gov.in/eprocure/app</u>.

LIMITED E-TENDER NO.	TCF/02/P&A/ DGR-Security-LTE/23
MODE OF TENDER	e-Procurement System
	(Online Techno-Commercial Bid and Price
	Bid) through
	www.etenders.gov.in/eprocure/app
Date of NIT available to parties to	From 17.11.2023 (10.00 hrs.)
download	Till 01.12.2023 (14.30 hrs.)
Last date of submission of EMD, valid SSI/	
NSIC/ MSME certificate and other	
documents required as per tender Terms &	NIL
Conditions under covering letter	NIL
(Annexure- A) in Hard Copy(ies)	
(Off-line Submission)	
Date of Starting of e-Tender for submission	From 17.11.2023 (10:00 hrs.)
of on line Techno-Commercial Bid and Price	Till 01.12.2023 (15:00 hrs.)
Bid at www.etenders.gov.in/eprocure/app	
Date & time of opening of Part-A	02.12.2023 at 15.30 hrs.
(i.e. Techno-Commercial Bid)	
Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	To be communicated separately.
Validity of bids	120 days from the date of the
validity of bids	
	Techno- commercial bid opening.

Offer is invited for: Providing of security and allied services at CCI, Tandur Cement factory, Vikarabad District, Telangana state.

Only those tenders will be considered who fulfil the terms and conditions mentioned in the tender documents.

1) The price bid should be only as per CCI's price bid format otherwise the tender is liable for rejection.

SCHEDULE OF MATERIAL/ WORK:

NIT No.	Name of the Item	Quantity
TCF/02/P&A/ DGR-Security- LTE/23	Providing of security and allied services at CCI Tandur Cement factory	

LIST OF ANNEXURE:

The tender documents comprise of following:

Annexure - I	Important Instructions to Bidders			
	Covering letter, Part-I: Instruction to tenderers, Part-II: General Terms & Conditions, Integrity pact which is available in CCI web site must be submitted by tenderer duly filled in.			
Annexure - V	Part- III Special terms and conditions.			
Annexure - VI	Price bid proforma (Price schedule) to be submitted duly filled in online as part- B, Cost break up rates quoted.			

Please visit our website www.cciltd.in for Covering letter, Part-I - Instruction to tenderers, Part-II-General terms & conditions, Integrity pact, all formats and submit the same along with Annexure-9, duly filled in along with the tender.

HOD (P&A)

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is etenders.gov.in/eprocure/app, (CPP Portal).

You are requested to read the tender terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Process of E-Tender:

Registration: The process involves vendor's registration with CPP portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Bids will not be recorded without Digital Signature. SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT etenders.gov.in/eprocure/app, (CPP Portal)

Vendors are required to register themselves online with etenders.gov.in/eprocure/app, (CPP Portal) → 'Register Me' link. Filling up details and creating own user id and password→ Submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact CCI (before the scheduled time of the etender).

Contact person (Cement Corporation of India):

Name	Email	Mobile
1. Shri Amit Ranjan – HOD (P&A)	pers_tdo@cciltd.in	7799938100
2. Shri Deepak Ku. Adil – DM (HR)	dk.adil@cciltd.in	7799938156
3 Shri JP Pal, DM (HR)	Jp.pal@cciltd.in	7799938190

B) System Requirement:

Windows 8, 10 Professional Operating System, Internet Browser - 9, 10 &11. Signing type Class 3 digital signature Java JRE 6 and above

- (A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- (B) Part-B Price bid will be opened electronically of only those bidder(s) who's Part A Techno- Commercial Bid is found to be Techno-Commercially acceptable by Tandur Cement Factory of CCI Ltd. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.

Note: The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

In case of failure to access the payment towards non-refundable fees for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and Tandur Cement Factory of CCI Ltd. will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees. Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of

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	vendor guide.
5	All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by Tandur Cement Factory of CCI Ltd. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the Downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	 a.) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. b.) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. c.) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. d.) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
9	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10	No deviation to the technical and commercial terms & conditions are allowed.
11	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
12	Tandur Cement Factory of CCI Ltd. has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website: etenders.gov.in/eprocure/app, (CPP Portal)
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor guide in the page etenders.gov.in/eprocure/app , (CPP Portal) to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd. HOD (P&A)

(On the letterhead of the bidder)

ANNEXURE-1

COVERING LETTER

10,
The Tendering Authority
Cement Corporation of India Limited,
(Address of Unit / Corporate Office)
Bidder's Ref No.:
Dear Sir,
With reference to your NIT/ Bid No
I/We am/are hereby uploading the scanned copies of the following documents online for you reference:

S.No.	Item	Yes/No/NA
1	Scanned copy of covering letter (Annexure-1)	
2	Submission of EMD (NEFT/ RTGS)	
3	Copy of GST Registration Certificate	
4	Partnership Deed/ Memorandum & Article of Association	
5	Copy of PAN Card	
6	Copy of Valid EPF Registration Certificate	
7	Copy of Valid ESI Registration Certificate	
8	Udyog Aadhar Copy (For MSME bidders)	
9	Scanned Copy of duly filled and signed Integrity Pact (Annexure-2)	
10	Declaration of relation to officer of CCI (Annexure-3)	
11	unexecuted / present contracts / jobs in hand (Annexure-4)	
12	Bidder's firm/company profile (Annexure-5)	
13	Details of plant & machinery installed (Annexure-6)	N.A.
14	Details of testing facilities installed (Annexure-7)	N.A.
15	Details of orders executed including CCI during the last three years (Annexure-8)	
16	Declaration letter of having read and understood the GTC (Annexure-9)	
17	Reference from the Bankers indicating financial status of the company (Solvency certificate).	
18	The turnover certificate from CA for last three financial years in Rs.(Crore) as per the Balance sheet and Profit and Loss account.	

(For and on behalf of Bidder/Contractor)
(Office Seal)

INTEGRITY PACT

Between

Cement Corporation of India Limited (CCI) hereinafte	referred to	as "The Principal",
And		
hereinafter referre	l to as "The	Bidder/ Contractor

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for _______. The Principal value full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal:

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ contractor(s):

- 1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act;

- further the Bidder(s)/ Contractor(s) will not use improperly; for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts:

- 1) If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- 2) If the Bidder/Contractor has committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section4- Compensation for Damages:

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section5- Previous transgression:

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anticorruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section6- Equal treatment of all Bidders/Contractors/Sub-contractors:

- 1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section7- Criminalchargesagainstviolatingbidder(s)/Contactor(s)/Subcontractors:

1) If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, contractor or subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section8- Independent External Monitor(s):

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.
- The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4) As soon as the Monitor notices, or believes to notice a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/Contractor to present its case before making its recommendations to the Principal.
- 5) The Monitor will submit a written report to the Chairman, CCI within 5 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 6) Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the CCI Board.
- 7) If the Monitor has reported to the Chairman CCI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, CCI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word 'Monitor/ would include both singular and plural.
- 9) Independent External Monitor shall be required to maintain confidentially of the information acquired and gathered during their tenure/role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
- 10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/she has no interest in the matter or connected with the party (Bidder/Contractor) in any manner.

Section9- Pact duration:

1) This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of CCI.

Section10- Other provisions:

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- 2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

	(For and on behalf of the Principal) (Office Seal)	(For and on behalf of Bidder/Contractor) (Office Seal)
Pla	ceDate	
	Witness 1: Sign Name & Address	Witness 2: Sign Name & Address



CEMENT CORPORATION OF INDIA LTD. (A GOVT.OF INDIA ENTERPRISE)

We/I hereby declare that the following officer(s) of the Corporation are related to us/me

Sr.No.	Name of the Officer	Post held	Place of Posting

Note: In case no officer is related 'Nil' is to be mentioned in the box above.

Signature of tenderer (Name / full address with seal)



CEMENT CORPORATION OF INDIA LTD. (A GOVT.OF INDIA ENTERPRISE)

UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND OF THE BIDDER

We/I hereby declare the following:

Sr.No.	Name of Client	Nature of Work	Tonnage	Approx. value of contract (Rs. In Lakhs)	Date of start	Stipulated date of completion

Note: In case of no such details 'Nil' is to be mentioned above.

Signature of tenderer (Name / address with seal)

Place: Date:

PART- III SPECIAL TERMS AND CONDITIONS FOR SECURITY SERVICES AT TANDUR CEMENT FACTORY

This tender contains Part- I & II General terms, Part- III special terms and conditions and price bid. Please visit our website www.cciltd.in for covering letter, Pat- I instructions to tenderers, Part-II General Terms & Conditions, Integrity pact, all formats & submit the same duly filled & signed along with tender.

1) SCOPE OF WORK:

- a) The work against contract arising out of this tender consists of providing security for safe guarding of Cement Corporation of India Limited, Tandur Cement Factory's properties and materials. The contractor for this purpose will provide able and efficient persons as security personnel to ensure adequate security. The deployment of the personnel at various positions in the Corporation premises including township has to be done for which guidelines will be issued by CCI's officials from time to time. Also checking the incoming and outgoing materials vehicles, personal search of CCI's employees and other persons entering CCI premises etc. as per instruction given by CCI from time to time.
- b) In the event of theft, it shall be the responsibility of the contractor or his local representative to bring it immediately to the notice of the Corporation's Manager (HR) or HOD (P&A) with a preliminary investigation report to enable him to take-up the matter further with the Police, if necessary. The contractor shall be responsible for all commissions or omissions by his staff directly, indirectly, financially or otherwise.
- c) During the period of contract the contractor shall in case of theft or any other offence due to negligence, connivance, or involvement of any of the contractor's security personnel, depute their investigators to conduct preliminary enquiry into such instances and submit their report to the Corporation's authorized Official(s) along with the findings. The contractor will also pursue the case with the police or any other agency for recovery of the stolen material/ property.
- d) In case, theft or any other offence taking place in the area where the contract security is deployed and the Corporation is satisfied that the theft has taken place due to the dereliction of duty on the part of the security guard or with his connivance or consent the Corporation may recover, depending on discretion, from the bills of the contractor/ Security Deposit, in full or part of the actual depreciated value of the material so stolen/ against which the offence has been committed.
- e) Fire fighting within the Corporation's premises will be responsibility of the Contractor's Security personnel. The contractor shall ensure the security personnel posted in the plant area are conversant with fire fighting technique.
- f) The persons employed by the contractor are treated as the Contractor's employees. The contractor is responsible for the conduct and character of these persons. He should not engage persons who are not of good character/conduct as well. The contractor should ensure that his personnel maintain good behavior and discipline

with respect to the officials, employees and their families in township as well as visitors.

- g) The contractor shall be solely responsible for any accident/ injuries to his personnel or to third parties arising out of or in the course of employment of such personnel and shall adhere to all the formalities, regulations/ obligations, such as reporting to the appropriate authorities, treatment of the injured and meeting the expenses incidentals therein, payment of compensation etc. The contractor shall be solely responsible for all acts of commissions or omissions on the part of the security personnel posted at the Corporation's premises.
- h) The contractor has to supervise the deployment of manpower and their working round the clock by engaging competent representative who should be available at the site for supervising reporting and taking instructions etc. on day to day basis and shall report every day to the security in charge and the HOD.
- i) If the contractor defaults any time in the payment of wages, allowances benefits contributions dues etc under any applicable legislation or in providing insurance cover as required under law as aforesaid it shall be lawful but not obligatory for the corporation to pay or discharge the above obligations for and on behalf of the contractor and deduct all amounts spent by the Corporation for and on behalf of the contractor from the dues payable to the contractor under the present contract and if no amount is due to contractor the corporation shall have the right to recover all such payments from him, having recourse to legal proceedings.
- j) The Corporation shall be at liberty to oversee and inspect the operation of the contractor as deemed fit by the corporation, provided such inspections shall not absolve the responsibility and obligations of the contractor enumerated under these presents.
- k) The contractor shall ensure that no member of security force posted at corporation's premises is a member of any Trade Union of the Corporation or any other Trade Union in the region or take part in the Trade Union activities or involve himself in or associate with any trade union or take recourse for any action through the Trade unions.
- The security personnel will be deployed at factory premises, township, quarry/mining areas, steel yard, explosive magazine etc. The guards will be deployed on '8' (eight) hours shift basis round the clock.
- m) The Security personnel on duty should be trim in Grey or any other color uniform (contractor has to supply) and turn up smart and tidy. The contractor has to bring his own equipment and implements required for this work such as Lathis, Whistle, Cap, Shoes, Lane yards, Badges etc. and Torch and Torch Cells.

2) <u>DEPLOYMENT OF SECURITY PERSONNEL TO BE MADE EVERYDAY IS AS UNDER:</u>

a) Security Supervisor : 01 Person b) Security Guards : 26 Persons

(Ex-Servicemen / Ex-Paramilitary forces)

c) Civilian Security Guards : 03 Persons

Cement Corporation of India Limited, Tandur Cement Factory reserves the right either to increase or decrease the number of Security Personnel as per requirement.

3) PENALTY:

The contractor shall provide full contingents in respect of Security Supervisor, Armed Security Guards (ex-servicemen or ex-paramilitary forces), Security Guards (ex-servicemen or ex-paramilitary forces) and Trained Civilian Security Guards. Total security personnel are thirty security personnel (1+26+3=30).

However, there will be penalty if on any day numerical strength of security personnel are less than the required number

Numerical Strength p	<u>provided</u>		<u>Penalty</u>		
Up to 28			No Penalty		
Up to 25	@ Rs.20/- per c	ay per guard	for no. of guai	rds less than	30
Up to 22	@ Rs.40/- per c	ay per guard	for no. of guai	rds less than	30
Below 22	@ Rs.60/- per c	ay per guard	for no. of guai	rds less than	30

EXAMPLE:

1. If the number of guards provided is 25, then the penalty will be:

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(30 - 25 = 05 \times 20/- = Rs. 100/- per day)
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2. In case the deployment is 22, then the penalty will be:

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(30 - 22 = 08 \times 40/- = Rs. 320/- per day)
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In case the deployment is below 22, then penalty will be:
 (30 - Actual deployed guards = Short deployment x 60 = Amt. penalty P.D.)

Note: For the purpose of penalty, the number of security personnel deployed per day will be taken into account and not man days. i.e. person engaged on extra duty will not be counted. In other words on a day if 08 persons attend in first shift, 10 persons in Second shift and 10 persons in the third shift with the condition that the person who attends in one shift does not attend other shift. For the purpose of penalty, the number of persons will be taken as 28 for this day. Suppose 08 persons attend in the first shift, 10 persons in the second shift and 10 persons in the third shift in which 03 persons are the persons who also attend in the first shift for the propose of penalty number of persons attended will be taken as 25.

In the event of Security personnel not having done the duties or leaving post without authorized permission or sleeping while on duty, CCI shall deduct wages for the whole shift of such security personnel from the monthly claim on proportionate basis. This is without prejudice to CCI's other rights for penal action as deemed fit.

As regards Security Guards doing night shift/duty on any day if they are found without Torch Light and Lathi penalty will be Rs.10/- per guard for non possession of Lathi/Torch Light. Needless to say that the Torch Light should be in working condition with cells.

3) ACCOMMODATION, MINIMUM WAGES PAYMENT & SUBSIDY:

a) Accommodation: The contractor has to deploy and makes his own arrangements for accommodation of Security Personnel employed by him. However, the existing barrack type accommodation given by CCI can be utilized.

b) I) Categorization of the Security Personnel and Minimum Wages:

- 1. Trained Civilian Security guard will be treated as Unskilled and shall be paid wages as per the unskilled rate of Govt. of Telangana along with other benefits.
- 2. Ex-Servicemen/ Ex-Paramilitary forces security guards will be treated as Skilled as per DGR notice of revision of minimum wages applicable as per guidelines of DGR from time to time along with other benefits.
- 3. The security supervisor will be paid wages at 1.33 times of Skilled rates or as per DGR guide lines from time to time along with other benefits.
- 4. The Armed Security Guards will be paid wages at 1.24 times of skilled rates or as per DGR guide lines from time to time along with other benefits.

II) The Qualification of Head Guard/ Supervisor will be as Follows:

1. Security Supervisor – Ex-Havaldar/ JCO or equivalent in paramilitary forces.

c) PAYMENT OF MINIMUM WAGES:

The contractor should maintain payment of at least minimum wages as specified by the Government. In case the minimum wages are increased then the exact quantum of increase in the minimum wages will be reimbursed to the Contractor, from the date from which the increase takes place according to Government order and this increase will be admissible to the above Security personnel. Accordingly, wages will be revised as per DGR guidelines.

d) The contractor shall pay wages to his employees by 7th of every month through their pension account (for ESM) & bank account for others and claim his bills within 5 days of such payment from the corporation. The Contractor bill shall be released within 10 days from the date of submission of bill.

e) SUBSIDY:

Canteen is available at CCI premises- Benefits as per rule at par with other contract (supply) labours will be provided to these Security Personnel.

- a) The security personnel shall participate in Independence day & Republic day parade(s) or they shall be placed on some other duty during the duty hours as declared by the CCI Management they shall also perform any other duty assigned from time to time depending upon the requirement.
 - b) Age of ESM Security Guard and Supervisor- The upper age limit of a Security Guard and Supervisor will be 60 Years as per our requirement. The trained Civilian Security Personnel deployed shall not be less than 18 years of age and will not be more that 58 years of age. All types of security guards should be physically and mentally fit, and if necessary they will be required to be examined by CCI Medical Officer. The Security Guards must be able to converse in Hindi/ Telugu and also be able to make entry in the log books, read and understand gate passes, challans etc., in English.

- c) CCI finance department will arrange payment of claims by way of RTGS or cheque on the State Bank of India, Karankote (Branch Code No.20446) within 15 days after submission of bill.
- d) All fire hydrants connections are to be checked periodically at least once in a month by the Security Supervisor. He should also check the fire fighting equipments at least once a month and submit inspection report to CCI Security officer/ security In charge of CCI.
- e) The Security personnel should be instructed clearly by the contractor to comply with fire precautionary steps like "NO SMOKING" etc., and also to give special attention to vulnerable/ fire prone area like Packing Plant, Explosive Magazine, Coal Mill, Coal Yard, Gunny Bags godown, Electrical Sub–Station, Diesel Storage, Generator Sets and Stores Cell.
- f) The switching off of fans and light connections should be done by security personnel in all office premises including closing & opening of doors in Administration Building, switching on and switching off of lights on the building and outside must be done.
- g) **REPORTS:** The contractor/ his authorized representative or his security personnel should report daily to Manager (HR) or HOD (P&A) or to the Security Officer nominated/ appointed for this purpose by Corporation for routine notice/ instructions, or help required, if any.
- h) **COMPENSATION:** The contractor shall have to compensate for if he or his security personnel caused loss or damage to CCI or its property in any manner. Appropriate action including legal action will be taken to recover fined compensation in the event of contractor's failure to pay the compensation within the stipulated time limits on demand.
- i) The tenderer may visit the work site and acquaint himself with the nature and quantum of work involved before tendering his rates. He may contact the Manager (HR)/ Security In-charge/ HOD (P&A) during working hours for any information that he may want. No representation on this or any other ground will be entertained after submission of the tender.
- j) IN COME TAX: Income tax shall be recovered from the R.A. bills as per I.T. Act/ Rates.

5) <u>STATUTORY DEDUCTIONS:</u>

The Contractor has to posses labour license from Statutory authorities in respect of persons provided by him and should furnish a photo copies of License to CCI before release of payment of the first bill.

a) The contractor should furnish the Names and address of the persons who are employed by him under CCI's contract immediately on commencement of the contract. He should not engage persons who are found guilty under law. Also the persons employed by the contractor should have good character and conduct.

b) <u>SECURITY DEPOSIT</u>: As per DGR guidelines, the Security deposit equivalent to 10% of one month bill is to be deposited by the Security contractor with CCI towards performance guarantee. This amount shall be deducted from his 1st R.A. bill of Security contract and no further S.D. will be deducted from his subsequent bills. The S.D. shall be refunded after three months of successful completion of work order/contract.

6) **DURATION OF CONTRACT:**

The security contract will be for a period of 01 (one) year initially, However, Management may extend it for another year in case of satisfactory performance.

In case the performance is not found to be satisfactory, the Management reserves the right to terminate the contract without assigning any other reason. However, if the contractor wants to get the contract terminated for his own reason, the same shall be got terminated with minimum 03 (three) months notice or till such time alternative arrangements are made by the Corporation.

7) SHIFT TIMINGS:

The shift timing for Security Personals as follows:

"A" Shift- 5 AM to 1 PM

"B" Shift- 1 PM to 9 PM

"C" Shift- 9 PM to 5 AM

General Duty- 7 AM to 4:30 PM

(Lunch time for General Duty only will be 12 Pm to 1:30 PM)

8) GOODS & SERVICE TAX (GST):

GST as applicable will be reimbursed to the contractor on production of original documents to the Corporation as a proof of GST having been paid by the Contractor, as per Trade Notice of the Commissioner of Central Excise, Hyderabad and as may be amended by Commissioner of Central Excise/ Govt. of India from time to time.

9) **PROVIDENT FUND:**

Contractor should submit EPF registration code certificate to Corporation as per Employees' Provident Fund (Miscellaneous Provisions) Act 1952. The Contractor should ensure that, to remit the Provident Fund contributions on before 15th of every month for the previous month wages as per Act.

10) **E.S.I.:**

Contractor should submit ESI registration code certificate to Corporation as per Employees' State Insurance Act 1948. The Contractor should ensure, to remit the ESI contributions on before 15th of every month for the previous month wages as per Act.

11) OUTSIDE AREA ALLOWANCE:

The Outside Area Allowance @ 5% shall be applicable to all the Security Personnel who are deployed from outside States of Andhra Pradesh & Telangana.

12) <u>CLAUSE NOT APPLICABLE</u>:

- i) Clause Nos: 1,2,15.1,15.3 to 15.9 of part-II terms and conditions.
- ii) Clause No.2 (Part A- 2,11,13) of Part- I Instructions to tenderers. &
- iii) Annexure 6 & 7 are not applicable for this tender.

13) RELIEVING CHARGES @ 1/6th:

The relieving charges @ 1/6 of subtotal (i) will be paid to reliever only when reliever is provided by contractor on rest/ leave/ public holiday. Subsequent service charges and GST will be applicable for relievers payment only.

- Any decision of B.I.F.R/ Government on CCI will have over riding effect on this contract. In case of Sale/ Disinvestments of Corporation takes place during the period of contract. The contract shall be short closed automatically, for which no compensation will be given by the Corporation.
- Wherever the meanings in Part-I, II, & III are contradictory the terms applicable under Part-III shall prevail upon.
- **ELIGIBILITY**: The agency should be registered under DGR with a validity of at least one year.
- 17) Existing wages applicable as per DGR is given in Annexure- X

DETAILED WAGE STRUCTURE

Details of wages applicable as per DGR for ESM guards and as per Minimum wages of Telangana state Govt., rate for Civilian Guards- considering DA up to 01.04.2023 for both category.

	1	ı			
SN	Description	CATEGORY			
		EX-SERVICE MEN DGR RATES			CIVIL
		SUPERVISOR	ESM ARM	ESM	GUARDS
			GUARD	GUARD	
1	BASIC + VDA (as per DGR	24033.10	21216.00	18070.00	18070.00
	Rate) wef 01.04.2022				
2	Employees State Insurance	0.00	0.00	587.28	587.28
	(ESI)3.25% Company	0.00	0.00	367.26	367.26
	contribution**				
3	UNIFORM @ 5% + Washing	1922.65	1697.28	1445.60	1445.60
	allowance @3% i.e. Total 8%				
4	EPF @ 12% (As prevailing in	2883.97	2545.92	2168.40	2168.40
	CCI)				
5	EDIL & Administrative Charges	240.33	212.16	180.70	180.70
	@ 1% (0.5 + 0.5)				
6	BONUS @ 8.33% per month of	0.00	0.00	1505.23	1505.23
	Rs.7000/- or Basic + VDA	0.00	0.00	1505.25	1303.23
	whichever is higher				
7	House Rent Allowance @ 8% of	1922.65	1800.00	1800.00	0.00
	Basic+VDA or Rs.1800/-	1522.05	1000.00	1000.00	0.00
	(Whichever is higher)				
8	ESI/ Medical allowance on HRA	0.00	0.00	58.50	0.00
	(3.25% on HRA)				
	GRAND TOTAL	31002.70	27471.36	25815.71	23957.21

Note: The relieving charges @ 1/6 of subtotal (i) will be paid to reliever only when reliever is provided by contractor on rest/ leave/ public holiday. Subsequent service charges and GST will be applicable for relievers payment only.