

**GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
HEAVY WATER PLANT (BARODA)**

**SUB: TERMS AND CONDITIONS OF CONTRACT FOR HIRING
SECURITY PERSONNEL FOR THE HOUSING COLONIES
AT NIZAMPURA AND DANTESHWAR AT HWP (BARODA)**

1. Nature and scope of the contract

The work, services, obligations, responsibilities and liabilities required to be done, rendered, executed, fulfilled, kept, carried out, discharged and handled by the contractor under this contract shall include the following and those that are set out herein:

- i) The contract is for providing Six Security Guards initially to man two posts on round the clock basis i.e. two persons in three shifts or any time. HWP Management may require additional Guards for which advance intimation of 30 days will be given. The Security Agency will ensure the availability of the aforesaid personnel at the disposal of the HWP (Baroda) Management at all times.
- ii) The Security Agency will provide 100% Ex-Servicemen only for the purpose.
- iii) The Security Guards are required for Watch and Ward duties at Nizampura and Danteshwar Housing colonies on round the clock shifts on all days.

2. Notice inviting tender

- i) The Competent Authority, on behalf of President of India, does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- ii) The Competent Authority, on behalf of the President of India, reserves to himself/herself the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- iii) The tender for hiring security for Housing Colonies shall remain open for acceptance for a period of 120 days from the date of opening of the tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to HWP (B) then the Competent Authority shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money deposit. In case the contractor fails to provide the Security Guards within the period stipulated in the order, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of Earnest Money absolutely.

- iv) The notice inviting tender shall form part of the contract document. The successful tenderer/contractor on acceptance of tender by the accepting authority, shall, within 15 days from the stipulated date of commencement of the contract sign the contract consisting of:
- The notice inviting tender, all the documents including additional conditions, specifications if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.

3. Definitions

- i) "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Competent Authority and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ii) "Heavy Water Plant, Baroda " hereinto referred as HWP (B).
- iii) "Contractor" shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iv) "President" means the President of India and his successors.
- v) "Government or Government of India" shall mean the President of India.
- vi) "Accepting Authority" shall mean Chief General Manager/General Manager, HWP (B).

4. Commercial conditions

- i) The contract shall be valid for a period of two years and shall be extended if required, at the discretion of Chief General Manager/ General Manager, HWP (Baroda) for such reasonable period, as it may be necessary on the same terms and conditions.
- ii) The Security Agency shall provide Smart, Active, Properly trained and Physically/Mentally fit persons suitable for Security Duties.
- iii) The persons so made available by the Security Agency for the use of the HWP (B) Management will be deployed as decided by the HWP (B) Management in the exigencies of work.
- iv) The Security Agency shall provide well fitting Uniform with Agency Logo, Torch Lights, Batteries, Lathi, Identity Card and any other accessories required for Security Duties.

- v) The persons deployed by the Security Agency will always be with proper uniform while on duty.
- vi) The Security Guards deployed by the Security Agency should not be beyond 50 years of age.

5. Maintenance of Record

Records, Registers like Muster, Payment Register, Leave Register, OT Registers and any other Registers required to be maintained under various statutes as maintainable are to be maintained by the Security Agency, which will be subjected to inspection by the Authorised representative of HWP (B). The Security Agency should also be responsible to submit periodical returns or any other Returns as may be called for.

6. General Conditions

- i) The HWP (Baroda) shall not be responsible for any injury or loss of life of any of the Security Agency's personnel during the course of their duties in the HWP (B) colonies premises. Any compensation or expenditure towards treatment of such injury or loss of life shall be the sole responsibility of the Security Agency. The HWP (B) shall not own any liability and/or risk or responsibility of any nature whatsoever, except the excepted risks. (Excepted Risks are risks due to riots (other than those on account of contractor's employees) War, (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority].
- ii) The Security Agency will observe all the Labour Laws and such other statutory rules as applicable to the employees engaged by him and for any violation by the Security Agency, HWP (B) Management shall not take any liability whatever nature it may be.
- iii) It is the responsibility of the Security Agency to train their personnel to follow all Safety codes as are applicable.
- iv) The Security Guards deployed by the Security Agency will follow the modus operandi as instructed to them from time to time by the HWP (B) Authorised Official.
- v) The contractor shall abide by all the statutes, rules and regulations as applicable to him viz. I.T. Act, Labour Laws, etc and HWP (B) shall not be held responsible for any violation in this regard.
- vi) Any claim arising out of such violation shall be borne by the contractor.
- vii) The HWP (B) reserves the right to add and/or to modify/change the terms and conditions at a later date or as and when circumstances so warrant.

7. The contractor will be required to furnish estimated cost of the contract works out to be Rs. 16,80,000/- (Rupees Sixteen Lakhs Eighty Thousand Only)

8. EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

The tenderer shall have to submit crossed Demand Draft for an amount of Rs. 33,600.00 (Rupees Thirty Three Thousand Six Hundred only) drawn in favour of Pay & Accounts Officer, HWP (Baroda) on any nationalised Bank, with the tender documents towards Earnest Money Deposit. The contractor whose tender is accepted will be required to furnish by way of security deposit (SD) for the due fulfillment of the contract, such sum as will amount to 5% of the contract value of the work. The SD will be collected by deduction @ 10% of the gross amount of the monthly bill of the contractor till the sum (along with the sum already deposited as EMD if EMD is submitted in the form of Demand Draft) will amount to 5% of the contract value of the work. The SD will also be accepted in the form of Fixed Deposit Receipt (FDR) of any scheduled Bank. In addition, the contractor shall be required to deposit an amount equal to 5% of the contract value of the work as performance guarantee within 15 days of issuing of letter of acceptance/work order. Performance guarantee can also be accepted in the form of Bank Guarantee/FDR of any scheduled Banks. The performance guarantee will be refunded after the completion of the work and the SD after the completion of work/maintenance period if any.

9. ASSIGNMENT OR TRANSFER

This contract is not transferable and the contract, either in whole or in part, cannot be sublet to other parties.

10. TERMINATION

In case of any breach of contract, HWP (B), without prejudice or other remedies available under various clauses of this contract, may cancel the work order and terminate the contract. In such an event, HWP (B) reserves the right of recovery of liquidated damages. The contractor shall have no claim for payment compensation by HWP (B) for any loss whatsoever sustained by him. In case of termination of the contract for breach of terms and conditions committed by the contractor, HWP (B) should be free to award the work to any third party, and in doing so if HWP (B) has to incur additional cost, the differential amount will be recovered from the bills/Security Deposit of the contractor. General Manager, Heavy Water Plant, Baroda reserves the right to terminate the contract at any time and without assigning any reasons therefore by giving 30 days notice of his intention to do so in writing to the contractor(s) and the contractor(s) shall not be entitled to any compensation by reason of such termination. The contract can be terminated by the contractor by giving 90 days notice in writing. However, in special circumstances, the contract can be terminated by the General Manager, Heavy Water Plant, Baroda by giving 24 hours notice in case of any serious complaint/offence against the contractor or his employees.

11. FORCE MAJEURE

The terms and conditions hereof shall be subject to force majeure. Neither HWP (B) nor the contractor shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or

delayed by any act of God, War hostilities, revolution, Civil commotion, strike, epidemic, accident or fire or because of any Law and Order, proclamation, regulation or ordinance of any Government, Local authorities or because of any other reasons similar or dissimilar nature, which is beyond the reasonable control of the affected party. In case of HWP (B) or the Contractor or both of them are prevented from fulfilling their contractual obligations by a state of force majeure, for a considerable period, HWP (B) and the contractor shall consult each other regarding the future implementation of the contract. The contractor shall be entitled to the benefit of this clause only if he informs the HWP (B) of the circumstances amounting to force majeure within 24 hours of the incident.

12. Power to Interpret

- i) The General Manager, HWP (B) reserves the right to decide on any matter arising during the tenure of the contract, but not covered specifically by any of the conditions mentioned above and such decision shall be final and binding on both the parties.
- ii) In case of any doubt or ambiguity in the terms and conditions of the contract or any part thereof, the interpretation of the HWP (B) will be final and binding on both parties.
- iii) The HWP (B) management reserves full right to revoke the operation of the Agreement by giving 30 days notice.

13. CONSIDERATION

- i) In consideration of the contractor doing, performing, rendering and discharging all the work, services, obligations, responsibilities and liabilities hereunder, in time and the manner to the satisfaction of the HWP (B), the HWP (B) shall pay the accepted and approved rate (all inclusive) per month. For the purpose, contractor should quote his rates in the format enclosed.
- ii) The Security Agency has to charge as per the wages structure formulated by Ministry of Defence, Government of India, from time to time.
- iii) The DGR guidelines are to be obtained by the Security Agency and be forwarded to HWP (Baroda) from time to time.
- iv) No Compensation, Additional payment enforced under any Law will be paid by the HWP (B) management to the Security Agency.
- v) The damage caused of any by the Security Agency to the HWP (B) management including to its property within the precincts during the course of their tenure by the Security Agency shall be made good by the Security Agency.
- vi) The Security Agency shall comply with instructions or orders in the matter of Security issued by the HWP (B) management or any other Agency through the HWP (B) Management.
- vii) Service tax, if applicable, will be paid extra on production of documentary evidence.

14. COMPENSATION

The contractor shall abide by all the instructions that may be given to him from time to time by the HWP (B)/Government. He will be bound to act with the due diligence and care and make adequate compensation to the Government in consequences of any neglect, expertise or misconduct on his part and/or agents.

15. Fines and Penalties

- i) If the Security Agency fails to provide/deploy the Manpower on any working day, pre-rotta recovery shall be made as per actual. For the purpose Departmental Security Guards will be deployed in the duty post and the pro-rata salary component including O.T. will be charged upon the Security Agency. Besides for non-deployment of personnel, the HWP (B) management shall levy a penalty of Rs.150/- per shift towards non-deployment of Security Guard.

16. GENERAL

- i) The Administrative Officer-III, HWP (Baroda) shall be Officer in Charge of the work.
- ii) The Security Agency will provide EPF contribution and all Payment to be made to the personnel engaged by him and HWP (B) shall not pay any additional amount other than Ministry of Defence, Government of India prescribed rates including Service charges.
- iii) No housing accommodation will be provided to accommodate the persons deployed by the Security Agency.
- iv) The Security Agency will submit monthly bills (in duplicate) which will be paid within 30 days of receipt of the bill. The zerox copy of muster roll should be sent alongwith the bill for verification.
- v) The payment will be regulated as per the existing wage structure prescribe by DGR.
- vi) The payment to the Security Agency will always be made to the form of Account Payee Cheque, which will be paid to them in accordance with the instruction of Government.
- vii) The HWP (B) management will deduct the income Tax as applicable at source from the RA bills and deposit to Government account. However, the Service Tax will be deposited directly by the Security Agency and proof of the same will be produced subsequently with the running bills. Any refund received in this regard by the Security Agency from the Government shall be refunded to the HWP (B) management.
- viii) In case of any indiscipline by the Security Guard the duty Asstt. Security Officer of the Plant will report the matter to the Administrative Officer-III, HWP (Baroda) through Security Officer who will take necessary action in consultation with the Security Agency and if necessary the Security Guard has to be changed and any litigation arising thereof will be dealt with by the Security Agency. HWP (B) Management will not take any liability for dealing with the litigation arising if any.

- ix) Any complaint from any employee deputed by the Security Agency to the HWP (B) Management 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 deducted from the RA bills of the Security Agency.
- x) Payment to the Security Guards deployed at HWP (B) services will be made in the presence of Authorized representative of HWP (B).
- xi) The Security Agency shall indemnify the Government against all losses, damages, cost and expenses that may arise out of any claim made or action taken by the Government or any Public Authorities or any third party for breach and/or non observance of any statutory Rules and Regulations by the contractor or his employee(s) or due to any accident involving the mini bus or due to any accident or omission on the part of the contractor or his employee(s).
- xii) The Character and Antecedent verification of the personnel deployed by Security Agency have to be done and submitted to this office before deployment of Security Guards.
- xiii) The Security Guards deployed by the Security Agency shall not be frequently changed without the knowledge of this office otherwise payment to the said Security Guard will not be made.
- xiv) The Agreement shall be entered after finalisation of the contract and shall be in vogue for a period of two years initially from the date of issue of Work Order and can be terminated by the HWP (B) Management at any point of time without assigning any reason thereof by giving 30 days notice of this intention to do so in writing to the Security Agency who shall not be entitled for any compensation for such reason of termination.
- xv) All disputes and difference arising out of or in any way touching or concerning the Agreement to be entered into whatsoever except as to any matters, the decision of which is specially provided by these conditions shall be referred to the sole arbitration of the Executive Director (Operation), Heavy Water Board, Mumbai or his nominee to be nominated by him. There shall be no objection that the arbitrator is an employee of Government or that he had to deal with the matters to which this Agreement relates and that in the course of his duties as a Government employee he had expressed his views on all or any of the matters in dispute or difference. Any award of the said Arbitrator shall be final and binding on the parties to the Agreement to be entered into. In case of non-co-operation of either party, the Arbitrator shall adjudicate the issue ex-parte and give his award accordingly. To all such proceedings the provisions of Indian Arbitration Act, 1949 shall apply. It will be the term of the Agreement that in the event of the Executive Director (Operation), HWB, Mumbai to whom the matter will be originally referred, being transferred or vacating his office for any other reason, his successor in office shall be deemed to have been appointed the sole Arbitrator in accordance with the terms of the agreement. He shall be entitled to proceed with the reference from the stage at which it was left by his predecessor and the provision of this clause shall apply. In the event of the Executive Director (Operation), HWB, Mumbai or the person nominated by him as an Arbitrator being removed by the order of court, the reference shall stand exhausted.

xvi) Before finalising the contract the Security Agency will arrange to provide non-judicial stamp worth Rs. 100/- (Rs. One Hundred only) where the Agreement will be entered into stipulating all the above conditions. The Agreement after duly signed the Original copy of the Agreement shall be retained by the HWP (Baroda) and zerox copy of the same will be retained by the Security Agency.

xvii) Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

Signature of the Contractor
With Seal

(A. Bhowmick)
General Manager
Phone No. (0265) 2242036