

ACCEPTANCE LETTER No : MINUTES OF TPC LEVEL - I HELD ON 24-11-2023

To

M/S 8213 ASHOK KUMAR K
SECURITY AGENCY,
No.4/8, First Floor, Excel Harmony,
Eswari Nagar, Main Road, Pallavaram,
Chennai- 600 043.

Dear Sirs,

Type of Work: PSG Service Contract

Sub : **Hiring of 28 Nos of Private Security Guards –Reg.**

Ref: (i) Fy Tender No. HVF/TE/01539/SO/PSG/2023-24/1, Dated 01-11-2023 with Tender ID: 2023_AVNL_172298_1. Dated 01/11/2023.
(ii) Your Bid No: 632416 in this tender.

1. For and on behalf of the President of India, I hereby convey the acceptance of your tender by the competent financial authority for the above mentioned work for a total value of **Rs. 1,76,44,549/- (Rupees One Crore Seventy Six Lakhs Forty Four Thousand Five Hundred Forty Nine only)** and order the services detailed as per terms and conditions enclosed herewith at the value quoted in you bid under ref (ii) of the Tender documents as per the terms & conditions laid therein.

2. The contract is allotted with No. **HVF/SO/01/2023-24/PSG., dated 30-11-2023** which will have to be quoted by you in all future correspondence in connection with this contract.

3. In accordance with Terms and Condition (E)(a) PSD Clause, please submit the performance security deposit 10% of one month wage bill i.e., Rs.1,24,608/- (Rupees One Lakh Twenty Four Thousand Six Hundred Eight Only) in favour of "Chief General Manager, Heavy Vehicle Factory, Avadi" as per tender condition.

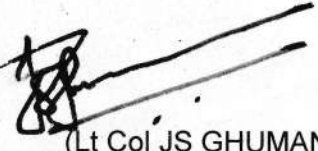
The maturity date of security Deposit shall be minimum 12 months from date of the completion of contract.

4. The contract shall be governed by the terms and conditions as per the contract documents enclosed.

5. Note:

- | | |
|------------------------------|--|
| a) Delivery Schedule (PDS): | 01/12/2023 (Dt. of Supply) |
| b) Payment Terms: | Payment on Monthly Basis. |
| c) Duration of Contract: | 1 Year.(365 Days) |
| d) Inspecting Authority: | The Chief General Manager, HVF, Avadi, Chennai- 600 054. |
| e) Address of the Consignee: | The Chief General Manager, HVF, Avadi, Chennai- 600 054. |
| f) Paying Authority: | Finance & Accounts, HVF, Avadi, Chennai -54. |
| g) Despatch Instruction: | To be despatched by Firm. |

6. Please acknowledge receipt of this letter and return two copies duly signed by you in proof of acceptance within seven days from the date of receipt of this communication.


(Lt Col JS GHUMAN)
Sr Security Officer

FOR CHIEF GENERAL MANAGER / HVF
For And On Behalf Of THE PRESIDENT OF INDIA

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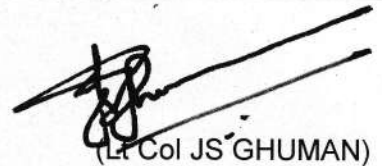
1. The CGM
2. GM / HR & F&A, HVF, Avadi, Chennai – 600054
3. Labour Commissioner
4. EPF Commissioner
5. The Manager, SBI
6. Deputy Commissioner, Income Tax

CONTRACTORS' ORDER SHEET

Work Order/Deviation Order No	HVF/SO/01/2023-24/PSG , dated 30-09-2023
Acceptance letter No.	MINUTES OF TPC - I HELD ON 24-11-2023
Contractor's Name	M/S 8213 ASHOK KUMAR K SECURITY AGENCY, No.4/8, First Floor, Excel Harmony, Eswari Nagar, Main Road, Pallavaram, Chennai- 600 043.
Name of the work	Private Security Guards (PSGs) -28 Nos (Service Contract)
CA amount	<u>Rs. 1,76,44,549/-</u>

PARTICULARS-

1. Authority	MINUTES OF TPC - I HELD ON 24-11-2023
2. Brief Description of work to be carried out	As per details in sheet attached and adhering to your firm Bid No. 632416 in HVF/TE/01539/SO/PSG/2023-24/1, dated 01-11-2023, Opened on 14-11-2023 for all Terms & Conditions therein & rate quoted in your bid with tender documents.
3. Period of Contract	W.E.F. 01/12/2023 TO 30/11/2024 (FOR ONE YEAR) 365 DAYS
4. Financial effect (Rs.)	
a. Present order	<u>Rs. 1,76,44,549/-</u>
b. Contract amount as adjusted by previous orders.	NA
c. Contract amount adjusted up to and including this order	NA
5. Expenditure to be booked under code Head No	810/08-002 I & M GRANT
6. Certified that no special rate is involved	NA
7. Approved	The CGM, HVF
8. Accepted	M/S 8213 ASHOK KUMAR K SECURITY AGENCY



(Lt Col JS GHUMAN)

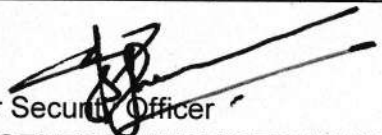
Sr Security Officer

FOR CHIEF GENERAL MANAGER / HVF
For And On Behalf Of THE PRESIDENT OF INDIA

Distribution to: --

1. M/S 8213 ASHOK KUMAR K SECURITY AGENCY, Pallavaram Chennai-43.
2. GM / HR & F&A, HVF, Avadi, Chennai - 600054
3. Sr. Security Officer
4. HOS/Safety, 5. HOS/Internal Audit cell, 6. HOS/Test Audit, 7. LWC
08. Chief Commissioner of Central Excise, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai – 600034
09. Dy. Chief Labour Commissioner(c), No: 26, III Block, 5th floor, Shastri Bhavan, Haddows Road, Nungambakkam, Chennai – 600006.

HEAVY VEHICLES FACTORY, AVADI CHENNAI-600054				
SCHEDULE - 'A'				
ITEM CODE	Description of Work / Item(s)	Qty	Units	Amount
HVF/TE/01539/SO/ PSG/2023-24/1 DT.01/11/2023	HIRING OF PRIVATE SECURITY GUARDS (PSGS) - 28 NOS.	1.00	Whole Job	17644549.00
Total Amount including GST				17644549.00


Sr Security Officer

FOR CHIEF GENERAL MANAGER / HVF
For And On Behalf Of THE PRESIDENT OF INDIA

HVF SECURITY SECTION**SCOPE OF WORK AND TERMS & CONDITIONS FOR THE SERVICE CONTRACT FOR HIRING OF UNARMED PRIVATE SECURITY GUARDS (Ex-SERVICEMEN) FOR HEAVY VEHICLES FACTORY, AVADI FOR A PERIOD OF 01 YEAR.****A). SCOPE OF WORK & SCOPE OF REQUIREMENT:**

1. Service contract for engagement of 28 Nos. of Unarmed Private Security Guards (Skilled Labourer category) for HVF & HVF Estate area as per requirement of Security Office/HVF, Avadi.
2. Security personnel to be engaged by the contractor shall essentially be the Ex-Servicemen and perform duties at prevailing DGR wage rates.
3.
 - i) HVF means Heavy Vehicles Factory, Avadi.
 - ii) CGM means Chief General Manager of HVF, Avadi and GM means General Manager.
 - iii) The duty hours will be of 3 shifts 8 hours per shift covering 24x7 of the week.

Main Admin building block consisting of CGM's Secretariat, all office premises pertaining to various sections, Information Technology Center, Finance & Accounts Office, Store Godowns, all Production Shops, Maintenance Sections, Security office of HVF, Office buildings, Govt. residence of HVF Officers/Employees, Guest Houses, Hospital, Schools and Public premises of HVF Estate.

B) DESCRIPTION OF WORK :

1. The Security personnel will work in co-ordination with the existing security of Heavy Vehicles Factory (HVF). Security personnel to be engaged by the contractor shall also be liable for security Check by the Security Officer, HVF or his authorized nominee and orderly officer on duty at HVF.
2. The Contractor shall take full responsibility for the security arrangement in the HVF (Admin block, Work Shops, Godowns/Stores) and HVF Estate premises with its assets, fittings and fixtures etc. situated in the places mentioned above as well in the Govt. residence of HVF Officers by employing security personnel round the clock as per the deployment instruction of the CGM or his designated officer of HVF, Avadi.
3. Without prejudice to the responsibility of the contractor as indicated herein, the contractor shall in particular render the following services and shall make all arrangements incidental thereto at the sites mentioned at HVF.
 - i) Security of the personnel, property and assets, movable and immovable property of HVF premises and residence within HVF Estate.
 - ii) In association with the HVF staff, ensuring locking of all Sections/Offices of HVF premises like, Admin building, Finance & Accounts, all Production Sections/Shops etc., and ensuring switching off the lights, fans, power points, air conditioners, heaters etc.
 - iii) Checking of all incoming and outgoing goods and office property etc. and keeping proper records of movement of such goods by maintaining a gate pass system in respect of such goods and property.


 (Lt Col J S GHUMAN)
 Sr. Security Officer
 For Chief General Manager

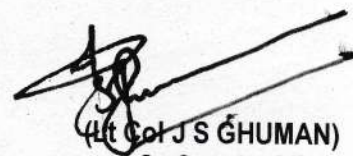
- iv) Controlling the movement of vehicles through proper traffic control and manning of parking areas, performance of watch and ward duties, protection of HVF property from damage by unwanted elements, prevention of pasting of wall posters/notices/hoardings, prevention of entering of cattle etc. and maintenance of law and order in HVF and HVF Estate premises.
- v) Controlling the movement of the visitors with prior permission and employees of HVF and maintenance of proper record of visitors in the visitors Gate Pass.
- vi) Intensive patrolling in the areas during night time and during holidays specified by officer-in-charge from time to time with a view to protect the premises from theft, damage and destruction and also maintain the assigned tasks.
- vii) Attending to telephone calls when office is closed and noting of messages and arrange call transfers from PBX whenever needed.
- viii) To advise on fire fighting arrangements including prevention of fire, checking, inspection and use and operate of all the firefighting equipment installed by HVF at HVF premises as and when need basis.
- ix) Collection of intelligence for providing information with regard to strike, riots and any other unusual happening in the area. Protection to property in case of strike, riots, labour unrest, natural calamity and fire etc., with the help of local civil authority and HVF Security.
- x) Assistance and active participation in removal of unauthorized occupants in HVF and HVF Estate premises and providing due protection to property and life of the personnel of HVF/HVF Estate engaged by HVF or its agencies.
- xi) Lodging of complaints with police authorities with the prior consent of the CGM, HVF or his nominee and pursuing the progress of the case with them in respect of any untoward occurrence.
- xii) Performance of any other task/duty allotted by HVF in the interest of the security of its premises and property.
- xiii) Submission of reports to CGM/HVF through proper channel on any issue which may be against the interest of HVF, Avadi.

C) AREA OF WORK:

Duty points/Locations: The above security functions will be performed round the clock by the contractor through his guards monitored by HVF management where applicable at the points/posts enumerated below:

- (i) HVF premises, as per requirement
- (ii) HVF Estate premises.
- (iii) However, CGM/HVF reserves the right to change the location as per the requirement of HVF management.

D) PERIOD OF CONTRACT:- One year (365 working days) from the date of commencement of contract.


(Lt Col J S GHUMAN)
Sr. Security Officer
For Chief General Manager

E) PSD CLAUSE:-

- a) The successful contractor/firm should submit Performance Security Deposit (PSD) @ 10% of one month wage bill of the contract.
- b) The PSD should be in the form of (a) Bank Guarantee (BG) (or) (b) Fixed Deposit Receipt (Pledged in the name of AVNL) (or) (c) Demand Draft/Banker's Cheque (or) (d) Online payment in Favour of 'ARMOURED VEHICLES NIGAM LIMITED (AVNL)-HVF' (or) as specified in the Supply Order within 30 days from the commencement of contract and must be valid for the period beyond 2 Months after PDC. The PSD will be returned to the contractor on satisfactory completion of the contract subject to deductions for damage or other dues for which the contractor is responsible.
- c) The releasing of Security Deposit is further subject to the production of clearance certificate to be obtained from LWO (or) any authorized officer of HVF after verifying the records/documents of contractor for having paid all statutory dues, wages, EPF etc pertaining to the workers engaged by him.

F) GENERAL ADMINISTRATION

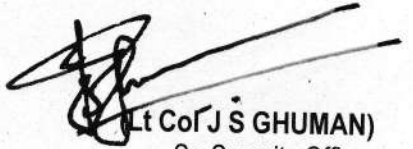
1. To co-ordinate with respective sections of HVF for smooth running of the entire work.
2. To maintain all the records and documents as required by HVF management.
3. Security office/HVF will be the user section.

G) CONTRACTOR'S PERSONNEL & ATTENDANCE:-

1. The Contractor should provide the manpower (workers) daily as mentioned in the terms and conditions during the Contract period of one year (365 working days).
2. Security personnel to be engaged by the contractor shall perform duties as per instructions of the CGM or his authorised officer of HVF, Avadi. In the special occasions, a part or full of security guards may have to be deployed in early hours or late hours at various locations as per the requirement of HVF management.
3. Services are to be provided during the period of contract on all days including Saturdays, Sundays and Holidays. No overstay and continuation of shift of the same personnel is permitted. The contractor has to maintain daily attendance register for their security guards and same has to be signed by the representative of HVF.
4. The Contractor has to maintain daily attendance register and the same has to be signed by the HOS/JWM/Incharge Security Office on daily basis.
5. The contractor may engage preferably minimum 30% of Security Guards from the existing contract as per the choice of HVF management, in order to maintain the continuity of the work.
6. The contractor shall not employ any person below the age of 30 years for execution of the work. Workers in the age group between 30 and 50 are preferable and in no case age should be more than 50 years. Management reserves the right to deny the entry of the workers whose age is above 50 years. Age concession if any will be based on physical fitness.
7. The Contractor shall ensure that all his employees turn out in clean, appropriate Uniforms and shoes, at all times of duty without fail.


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 Sr. Security Officer
 For Chief General Manager

8. The contractor shall maintain necessary qualified/trained competent personnel as specified. They should meet all the requirements and fulfill all the activities mentioned in the description of work.
9. The contractor should conduct surprise checks on their staff meant for the above service and also for their punctuality and behaviour.
10. The contractor will not allow or permit his employees to participate in any trade union activities or agitation anywhere in the work place/premises of HVF.
11. Any change in the working staff shall be done by the contractor in consultation with the HVF Management.
12. The contractors men will not be treated as Factory personnel for any purpose whatsoever and facility/benefits entitled to the Factory staff will not be applicable to contractor's employees.
13. The contractor should provide one day weekly off to his workers without affecting the normal working of HVF i.e., the contractor has to deploy manpower during the contract period of entire one year (365 days) @ 28 persons per day, accordingly contractor may maintain buffer strength on their muster roll.
14. The expenses to be incurred on providing uniforms, lathis, torches, whistles, Raincoats etc. to the security personnel deployed by the contractor will be borne by the contractor. No housing accommodation will be provided by HVF to the security personnel deployed by the contractor.
15. The contractor shall provide the security personnel deployed by him with suitable conveyance at his own expense. He may provide bicycles/motor bikes to the security guards.
16. The contractor shall comply with all the applicable laws of central as well as State and submit proof of the same as and when required.
17. The security personnel deployed by the contractor will not become members of any trade union, or association either of HVF or any other unions in the area. Moreover, these security personnel will not have any business connection with any agency/ agencies directly or indirectly associated with HVF.
18. The security personnel deployed by the contractor shall not engage themselves in any undesirable activities whether within or outside the premises of HVF wherever they are deployed.
19. This contract will be on principal to principal basis and cannot be transferred or assigned by the contractor to any other agency.
20. No employee of the contractor either during the validity of the contract or on its expiry or termination of the contract, can claim employment in HVF.
21. The contractor and the security personnel deployed by them shall maintain absolute-secrecy with regard to all the matter pertaining to this contract and that would come within the knowledge of the contractor and their security personnel by virtue of this contract


Lt Col J S GHUMAN)
Sr. Security Officer
For Chief General Manager

H) GENERAL TERMS AND CONDITIONS:

1. The contractor has to follow the terms and conditions strictly. Bid shall remain valid for 90 days from the date of opening of the tender. HVF reserves the right to reject any or all the bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender without assigning any reason and the decision of Chief General Manager of this Department in this regard shall be final and binding.

2. The offer of the contractors who are not qualifying in the technical bid will be rejected directly.

3. Minimum Wage Clause:-

Contractors should quote the prevailing DGR wage rates.

4. The firms should quote for all the elements in the CPP Portal template failing which the Bid will be rejected.

5. Lowest Bidder will be decided based on the combined total of all the rate elements in Quoted in the CPP Portal.

6) Freak Rate Clause:-

As per para 7.5.7 of the Manual for Procurement of Goods 2017 issued by Department of Expenditure an abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder including detailed price analyses of its bid price in relation to scope, schedule allocation of risks and responsibilities and any other requirements of the bids document. If after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, then the Procuring Entity may reject the Bid/proposal.

7) Ranking Clause:-

If there is Tie for L1 position among the Technically and Commercially acceptable Bid the following criteria shall be adopted to break the Tie for determining the L1 status in the following order of preference:

(a) In the eventuality of all the DGR sponsored agencies quoting the same rates, the Principal Employer will award the contract to the senior most sponsored agency.

8. Contractor should quote as per DGR wages, ESI, EPF, pertaining to 'A' area. In case of violation their bid will not be considered for evaluation.

9. The rates quoted in figures and words should match each other and in case of mismatch, the rate quoted in words will be considered for evaluation.

10. L1 firm has to sign an affidavit on stamp paper in the interest of the labourer as per prevailing labour laws is protected and the money is credited directly to the labourers account in the format given below:


(Lt Col J S GHUMAN)
Sr. Security Officer
For Chief General Manager

AFFIDAVIT

I,..... son of Shri.resident
of..... owner of firm hereby state that Shri.....
/Smt.....who is a labourer/employee of my firm will be paid
Rs.(min.wages) as existing labour laws and Rs.As and when labour
rate/ EPF rates are changed I will pay the same to the labourer/employee. I, hereby state
that this amount will be deposited in the individual/s bank account and the same will be
operated by the individual only.

Dated

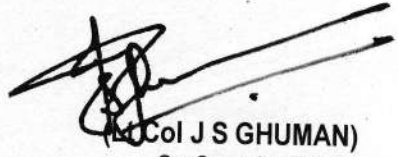
Signature

Seal of Firm:

Copy to:-

1. Labour Commissioner,
2. EPF Commissioner
3. The Chief Manager, SBI
4. The CGM, HVF
5. Deputy Commissioner, Income Tax office

11. The tenderer / contractor is deemed to have studied the geography of the area and the location of the buildings/institutions and understood the scope of work clearly.
12. In this connection, tenderers may visit the HVF Factory areas on any working days between 09.00AM and 16.00 PM with the knowledge of Security (FY) section after obtaining permission from security officer for a thorough assessment of total work involved, to their satisfaction, before quoting the rate.
13. The contractor shall be responsible for fulfilling the requirement of all the statutory provisions of Minimum Wages, Payment of Wages Act, Payment of Bonus Act, Industrial Disputes Act, Contract Labour (Regulation and Abolition) Act, etc.
14. The contractor shall extend EPF and ESIC benefits as provided under the relevant laws to all his employees from the date of commencement of the contract. For the said purpose, the contractor shall get his establishment registered under the Employees Provident Fund & Miscellaneous Provisions Act, 1952 directly with the appropriate Regional Provident Fund Commissioner. He shall also get himself registered with the Employees State Insurance Corporation authorities. If the ESI benefits are not applicable due to ESI wage ceiling then the workers should be covered under Group Compensation Insurance Policy covering the Employees Compensation Act, 1923 (or) any such provision to be included under Administrative charges.
15. The contractor shall keep up to date records required to be maintained under statutory enactments and authorized representative of factory shall be entitled to inspect these records at any time.
16. **Bonus as per the Act/DGR wage structure to be paid by the contractor to his contract employees.**
17. **Bid shall remain valid for 90 days from the date of opening of the tender.**
18. **Force Majeure:-** Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the contract), if the non performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God, as well as war, Military operations, blockade, Acts or Actions of State authorities or any other circumstances beyond the control of the parties that might arise after the conclusion of the contract.


Col J S GHUMAN)
Sr. Security Officer
For Chief General Manager

19. The contractor should ensure to produce before the concerned authorities of HVF, copy of License under CL (R&A) Act 1970 obtained from Asst. Labour Commissioner (Central) if he is engaging 20 or more contract workers, soon after commencement of the contract work.

20. The Contractor shall be solely responsible for providing all requirements of its personnel, including:

i) Payment of wages and all allowances to his employees.

ii) Collection and payment of all taxes on behalf of his employees and any other statutory requirements such as EPF, ESI, Group Insurance etc., levied by any Government authority having jurisdiction.

iii) In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.

21. SUBLETTING:- The contractor shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of HVF to any other person/company/organization.

22. The contractor should return the original Supply Order along with the final bill.

23. On receiving the work order, the contractor shall also give in writing under his signature and seal that he agrees to abide *by* all the terms and conditions of the contract.

24. **LOCAL OFFICE:-** In Order to ensure the smooth functioning of day to day activities of Service Contract, successful contractor should have a local office address in the vicinity of HVF/AVADI/CHENNAI. Further, he must visit HVF frequently and as and when required by HVF without fail.

I.) PAYMENT CLAUSE:

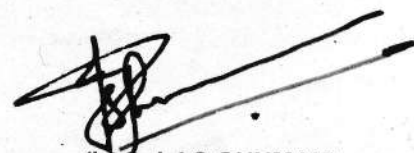
1. Payment will be made as per the prevailing DGR wages and will be amended whenever revised by DGR.

2. Monthly payment on pro-rata basis will be released to the contractor based on the satisfactory job completion certificate, which will be issued by HOS/JWM/In-charge/Security Office.

3. Payment shall be claimed by the contractor in the prescribed bill format duly supported by the documents like, satisfactory work completion certificate, remittance of EPF contributions and its break up details statement, GST paid details, Attendance register, wage roll, Bank statement & copies of Bank Pass book pertaining to the contract workers.

4. The contractor should ensure to open Saving Bank Accounts in any Nationalized Bank in favour of each contract worker engaged by him. All payments to the contract workers should be made through bank only.

5. The contractor should ensure timely depositing of monthly wages to his workers as per the prevailing DGR Rate/RLC rates (as fixed by CLC (C) / RLC from time to time) in the respective SB Accounts of each worker on or before 7th of every succeeding month. The Contractor must issue monthly pay bill to each workers and the copy of the same to be produced to HVF for verification on demand.


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For Chief General Manager

6. The contractor should ensure timely depositing of EPF Contributions (Employee share + Employer share) every month as per the prevailing norms.
7. The contractor should ensure to produce before the LWO/Any Authorized officer, Attendance register, Wage roll, Bank Pass Books, Bank statement, remittance of EPF contributions, within the stipulated time for verification and attestation of the same.
8. Income Tax as per the government norms will be recovered from the contractor's bill while admitting for payment.
9. The contractor should maintain all the records and documents as required by HVF Management.

J) PENALTY CLAUSE:-

1. If contractor fails to provide security arrangement at any points(s) or if the Guards are found negligent in performance of their duties and also missing from work spot or sleeping at any point of time indicated in this order, deduction at the max. Rate of one and half times (150%) the average rate/day per person would be deducted from contractor's running bill for such points and period without assigning the reason or lump sum penalty up to 20% of month's bill would be deducted from the bill payment. If such incident gets repeated, the contract will be terminated with a due notice to the contractor.
2. The contractor must indemnify and keep indemnified HVF against all losses and claim for injuries to any person or damage to property whatsoever which may arise out of or in the course of operation of this contract and against all claims, demands, proceedings, damages, court charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
3. The loss that HVF may incur on account of act of omission and /or commission of the security personnel deployed by the contractor will be indemnified by the contractor and if the contractor fails to do so, the cost of same will be deducted from their bills or from the Security Deposit submitted by the contractor.
4. In case the required man days as indicated in the Supply Order is not provided by the contractor, proportionate deduction of payment will be made and 25% of penal charges also will be deducted from the contractor's bill for the man days not provided.
5. In case the contractor fails to carry out the work satisfactorily and any discrepancy is noticed, proportionate charges at the prevailing market rate will be recovered from the monthly bill of the contractor.
6. In case the contractor failed to carry out the work satisfactorily in time and the same is attended immediately by the Factory through some other sources then the expenditure incurred for such transaction, will be recovered from the monthly bill of the contractor.
7. The contractor and his men will ensure that no damages are caused to any property of H.V.F. In the event of any damage, the amount will be compensated by deducting the same from the contractors bill as per the prevailing market value of the things damaged.
8. If the contractor fails to complete the work satisfactorily or any portion thereof as agreed upon or refuses to comply with any directions given to him, the factory management shall initiate action to terminate the contract and forfeit the security deposit.
9. The contractor shall be liable for any expenses, loss or damage which the factory may incur or sustain by reasons due to contractors fault. If it exceeds the amount of security deposit, the same shall be recovered from the dues payable to the contractor.


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For Chief General Manager

10. If due to any reason whatsoever, Factory management is made liable to pay any liabilities of the contractor under any of the said laws and enactments etc., the Factory management shall recover the same from the dues payable by the Factory to the contractor and /or from the Security Deposit furnished by the contractor with the Factory.

11. Not more than 10% of the security personnel originally assigned to HVF duties should be replaced during the period of the contract.

K) SECURITY CLAUSE:-

1. The contractor should submit the list of workers-engaged in contract to the security office of HVF before the commencement of the work for issuing of Identity Card.

2. Two character certificates duly attested by two different Gazetted officers for each contract worker should be submitted by the contractor to the security office of HVF for issuing of temporary Identity Card.

3. Apart from the above, the contractor should submit undertaking w.r.t. act of commission/omission of responsibilities which may endanger the security of HVF.

4. Police Verification Report (format available with Security Office of HVF) for each worker duly filled in by the contractor is to be submitted by the contractor to the Security Office of HVF along with two passport size photographs for issuing of Identity Card.

5. All persons employed by the contractor shall possess an identity card bearing photograph and other particulars while on duty, which will be issued by the HVF.

6. The contractor or his workers should not move around the factory/estate except in the assigned area of work.

7. The contractor should not bring any article/material/stores that are not required in connection with the performance of the contract.

8. The men/materials/equipments/vehicles of the contractor is subjected to check by the Factory Management for security reasons.

9. If any employee of the contractor is found to commit any misconduct or misbehavior, the Factory at its sole discretion may take suitable action against his worker and will be entitled to restrict such employees from entering in to the HVF.

10. Prompt replacement of any personnel whose presence is considered as Detrimental to HVF interests is the responsibility of the contractor.

11. All contract personnel should have proper Security Uniform for easy identification by indicating the contractors symbol.

12. The contractor shall be responsible for his employees, observing all the security instructions as issued by the factory from time to time.

13. Whenever the contract is terminated or the contract comes to an end, or factory management decides that the contractor should not be allowed to carry out the work herein agreed, in that event, the factory management will be entitled to restrain the contractor from entering the said premises.

14. The premises covered in this contract shall continue to be in the possession of the factory and the contractor is only permitted to enter the premises to render services herein mentioned. The contractor shall not have any other rights whatsoever in the above premises.


(Lt Col J S GHUMAN)
Sr. Security Officer
For Chief General Manager

15. The contractor and his men must follow the discipline and Security instructions from time to time. His men shall not enter any unauthorized location without the Knowledge of the HOS/JWM/Security Office or his authorized person.
16. Any dispute with the factory employee/staff will be addressed by the CGM and his decision will be final and binding.

L). SAFETY CLAUSE:-

1. All contract workers engaged by the contractor should strictly follow all safety instructions, rules and regulations from time to time without fail.
2. All the security personnel deployed by the contractor shall be smart, neat, clean and well dressed in uniforms consisting of full sleeve/Half Sleeve shirt, army cut free pants of suitable colour, leather boots/hunter's shoes (suited well with the area/location of deployment) waist belts, beret caps, lanyards along with whistles, lathis and torches, identity badges etc., as decided by HVF. Moreover, these security personnel should also be provided with seasonal wears such as jerseys in winter and rain coats in the monsoon.
3. The contractors men should maintain good personal hygiene and should not suffer from any contagious disease.
4. **HVF will not be responsible for any loss suffered by the contractor or his men for whatsoever reason.**
5. Neither the contractor nor his workers shall bring articles like beedi, cigarettes, gas or any articles involving the use of flames or any kind of intoxicant or any item capable of causing fire or any other contraband at the workplace.

M). EXTENSION TO THE VALIDITY OF THE CONTRACT OR TERMINATION OF CONTRACT.

1. Heavy Vehicles Factory reserves the rights to terminate or short close the contract without assigning any reason or when the performance is found not satisfactory at the risk and cost of the contractor with one month notice. Also in exceptional circumstances CGM reserves the rights to alter the requirement of manpower during the execution of contract. However, in exceptionally grave circumstances, HVF reserves the right to cancel the contract without any notice. On his part, the contractor is permitted to terminate the contract by giving minimum 3 months notice.
2. **HVF reserves the right to extend the validity of the contract by 50% (i.e., for six months) without any increase in the wage rate, but by increasing the total cost with same terms and conditions. But at the same time, contractor is not permitted to demand for any extension.**
3. The LWO of Heavy Vehicles Factory or any other person authorized on their behalf shall have powers to make enquiries with a view to ascertaining and enforcing due and proper observance of CL(R&A) Act 1970 and other Labour Laws. He shall investigate into any complaint regarding the default made by the Contractor in regard to such provision.
4. The LWO or other person authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Chief General Manager indicating the extent, if any, to which the default has been committed with a note that necessary deduction from the Contractor bill be made and wages and other dues be paid to the labourers concerned. In case an appeal is made by the Contractor to Chief General Manager, actual payment to labourers will be made after Chief General Manager has given his decision on such appeal.


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N). ARBITRATION:- Any dispute or differences arising under or out of the contract shall be referred to the sole arbitration of CMD/AVNL CO or any other person appointed by him to act and there should not be any objection to any such appointment. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall be entitled to Extend the time of award by consent of the parties from time to time. The venue of the arbitration will be at the discretion of the arbitrator subject as aforesaid, the Arbitration and Conciliation Act 1996 and the rules framed there under, any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.



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For Chief General Manager