



भारत सरकार/ GOVERNMENT OF INDIA

पोत परिवहन मंत्रालय/ MINISTRY OF SHIPPING

नौवहन महानिदेशालय/ DIRECTORATE GENERAL OF SHIPPING

बिटा बिल्डिंग, 9वीं मंजिल/ Beta Building, 9th floor

आई थिंक टेक्नो कैंपस/ I-Think Techno Campus

कांजूर मार्ग (पूर्व)/ Kanjur Marg (East)

मुंबई / MUMBAI-400 042

टेलीफोन: 022-25752040/1/2/3

फैक्स: 022-25752029/35

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वेब साइट: www.dgshipping.gov.in

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Dated: 27.06.2016

No.41-Admn(1)/2016

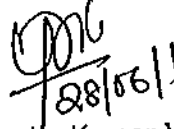
CORRIGENDUM

Subject: - Sealed Quotations invited for deployment of ten personnel for watch and ward duties (without firearms) — regarding

The Directorate General of Shipping has issued a Limited Tender Inquiry dated 19.05.2016 on the above subject with the opening date as 3.06.2016. The said Tender Document was partially modified w.r.t. the minimum wages, as per the minimum wages prescribed by Ministry of Labour and Employment vide its order no.B-27(1)/2015.E.1 dated 6.4.2016, and accordingly the nomenclature of the post was changed as "Personnel for watch and ward duties". Further, the date of acceptance and opening of the tenders, was extended to 14.06.2016. However, the tenders were not opened on 14.06.2016.

Although the revised tender was published on the website, it was observed that some of the agencies were not aware of the revisions made in the tender document. Therefore, the said revised Tender document is again published herewith, for wide circulation, with the extended date of acceptance and opening. The interested agencies may submit the sealed quotations for the said purpose and/or the agencies already submitted the quotations may re-submit the quotations, if so desired.

The quotations should reach the undersigned at the Directorate General of Shipping on or before 07.07.2016 by 1300 hrs. The quotation received after date shall not be accepted. The tenders will be opened on 07.07.2016 at 1500 hrs in the office of the Directorate General of Shipping, Kanjur Marg, Mumbai. The financial bid of only those firms will be opened which meets the minimum eligibility conditions in technical bids. Once quotation is accepted, no request for change in the rate of contract will be entertained by this office at any circumstances during the period of contract. The interested firms who have submitted quotations may present themselves or through their authorized representative at the time of opening of quotations.


28/6/16

[Surendra Kumar]

Asstt. Director General of Shipping

Copy to:-

1. As per the list
2. Computer cell with a request to upload the tender on DGS website.
3. Copy for CPP(e-tender)



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No.41-Admn(1)/2016

Dated: 19.05.2016

Subject: - Sealed Quotations invited for deployment of ten personnel for watch and ward duties (without firearms) — regarding

The Directorate General of Shipping intends to deploy 10 (Ten) personnel for watch and ward duties, one each in three shifts (Total 4), for the security of the Kanjur Marg premises and two each in three shifts (Total 6), for the security of the premises / plot of land wherein the new office building of the Directorate is being constructed, located at Walchand Hirachand Marg, Ballard Estate, Mumbai-400001. The interested agencies may submit the sealed quotations for the said purpose. The terms and conditions for the said purpose are given as under.

The scope of work for providing security services and **conditions of contract** are elaborated at **annexure-I**. For the work elaborated in annexure - I, the contractor will deploy ten (10) personnel, including four (4) at Kanjur Marg premises. The contractor will have to provide the services strictly as elaborated in **annexure-I**. The contract shall be terminated at any time, in case, the services are not found satisfactory. The payment will be made on monthly basis only on satisfactory performance of the work.

Instruction to bidders:

1. The bidders may quote consolidated rates for the period of one year. If felt necessary, the interested agencies may inspect the above mentioned premises.
2. The quotation must be submitted in two separate envelopes containing the Technical Bid & the Financial Bid. The Technical bid and the financial bid must be submitted in two separate sealed envelopes, and should be placed in a bigger envelop with the words

written on it as: "Quotation for deployment of ten personnel for watch and ward duties (without firearms)" failing which the bid stand disqualify.

3. The technical bid must contain the following:-

- (a) A copy of Provident Fund Registration A/c. No.
- (b) A copy of Professional Tax Registration No.
- (c) A copy of ESIC Registration No.
- (d) A copy of PAN card
- (e) A copy of Certificate of Registration under Section 69 of the Finance Act, 1994 (32 of 1944)
- (f) A copy of Registration Certificate of Establishment under Bombay shops and Establishment Act, 1948.
- (g) A copy of License to engage in the Business of Private Security / watch & ward Agency issued by the State / Central Government.
- (h) Details of past experience.
- (i) A copy of the audited profit and loss account statement along with the Income tax return for the FY 2013-14 and FY 2014-15.
- (j) The annual turnover of the bidder in the FY 2013-14 and FY 2014-15 each must be Rs.20 lakhs or more.
- (k) A copy of work experience for two or more Central / State Government Organization in last two years. A certificate to that effect should be submitted.
- (l) Earnest Money Deposit (EMD) of Rs.20,000/- as a bid security in favour of Directorate General of Shipping, Mumbai in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the commercial banks. The bid security will remain valid for a period of 45 days and bid securities of the unsuccessful bidders will be returned on or before the 30th day after the award of the contract. **(Format for model Bank Guarantee enclosed)**

4. The Financial bid

The Financial bid should be given in a separate envelope and should have the salary structure, as specified by the Ministry of Labour & Employment, Govt from time to time. Provident fund, ESIC contribution, any other statutory payments along with the agency charges and the applicable taxes should be separately indicated. The rate should be quoted for per person per month basis. (At present basic wages plus VDA

is **Rs 10582/- per month** for employment of personnel for watch and ward duties w.e.f April 1, 2016 to September 30, 2016, as specified by the Ministry of Labour & Employment, GoI is at **Annexure III**) and the bidder should submit a certificate in this regard and as per specimen in **Annexure-II (2 pages)**.

5. The successful bidder will have to submit bank guarantee of 10% of the value of the contract as a performance security deposit in favour of Directorate General of Shipping, which will be refundable after completion of contract. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder. The security deposit shall be arranged to be refunded to the contractor after three months on the successful completion of the contract period (including the extended period, if any) and upon the contractor furnishing an undertaking on a non-judicial Stamp Paper of Rs.100/- that he has settled all statutory dues of persons employed by him. In case of unsettled payments / claims, if any, the contractor will indemnify the DGS against any claim that might be lodged by the persons employed, against the contractor, whether in the Industrial / Labour Tribunal or with the office of the Commissioner of Labour or any appropriate authority. In the event of any breach or violation of the terms and conditions of this contract, the Security Deposit paid by the contractor shall stand forfeited either in part or full at the sole discretion of the Directorate. **(Format for model Bank Guarantee enclosed as Annexure IV)**
6. The successful bidder will have to enter into an agreement with DGS on a non-judicial stamp paper of Rs.100/-.
7. The successful bidder would submit an undertaking that he will not deploy personnel below 18 years of age.
8. The interested bidders are requested to submit financial bid and technical bid in a separate sealed envelope, failing which the bids will stand disqualified. The bidders may be clearly write **"Quotation for deployment of ten personnel for watch and ward duties (without firearms)"** on the bigger envelope along with details address and telephone/mobile number. The quotation should reach the undersigned at the Directorate General of Shipping on or before **14.06.2016 by 1300 hrs**. The quotation received after date shall not be accepted. The technical bids will be opened first on **14.06.2016 at 1500 hrs** in the office of the Directorate General of Shipping, Kanjur Marg, Mumbai. The financial bid of only those firms will be opened which meets the minimum eligibility conditions in technical bids. Once quotation is

accepted, no request for change in the rate of contract will be entertained by this office at any circumstances during the period of contract.

9. The interested firms who have submitted quotations may present themselves or through their authorized representative at the time of opening of quotations, if so desired. Over writing must be avoided and if done should be countersigned by the authorized person. The Directorate reserves the right to reject the quotations without assigning any reason. Directorate is not bound to accept the lowest quoted tender. Tenders, with un-commemorative rates with reference to minimum wages are subject to rejection.

Sd/-

(Deependra Singh Bisen)
Asstt. Director General of Shipping

Copy to:-

1. As per the list
2. Computer cell with a request to upload the tender on DGS website.
3. Copy for CPP (e-tender)

The terms and conditions of contract :

- (i) The bidder should submit the details of all personnel to be deployed by, on his selection. The details should contain the photograph, name, address, date of birth, Adhar Card number and signature, and with an undertaking by the employer / contractor that the said details have been verified by him with the documents. The personnel would be deployed at the kanjurmarg premises of DG Shipping and the premises of Directorate General of Shipping (DGS), at Walchand Hirachand Marg, Ballard Estate, Mumbai-1, for a **period of one year** extendable to another one year.
- (ii) The qualification of the watch and ward shall be as under;--
 - a] They should have good health and physique, impressive personality, befitting their work, free from defects of sight, hearing, speech or physical movements with education qualification of VII standard minimum.
 - b] They should have undergone necessary training from recognized institute in the use of arms or marshal art usually given to military/police security, Ex-infantry security, will be given preference.
 - c] No watch & ward personnel should perform duty under intoxicated condition nor they should consume alcoholic drink inside the premises.
 - d] They should have good record of character and conduct.
 - e] The minimum age should be 18 years and maximum age should be 60 years. The watch and ward personnel shall not be permitted to wear any odd wrappers. The dress shall be of uniform color and design. Each watch and ward personnel should have a number and he should wear badge of watch and ward agency with his number. Uniform should consist of a)- pants b)-Shirts c)-Belt d)-Shoes e)-Cap f)- Whistle and lathi / baton g) torches with cells and any other necessary implements for watch and ward personnel. **The contractor shall bear all the expenses incurred on these items.**
- (iii) The following necessary items as per the requirement shall be provided by DGS:
 - a) Tables b) Chairs c) Telephone d) Alarm system, if found necessary by DGS.
- (iv) The personnel for watch and ward duties shall be responsible for protection / safety of persons / property / assets in the premises of DGS and shall exercise control on entry / exit of visitors. The security of the assets and properties located in

various offices /Installations /Buildings/ Stores etc. shall be ensured. Contractor shall help in establishment of congenial and friendly atmosphere in the premises. Any person found in alcoholic condition, abusing, threatening, engaged in an unauthorized demonstration shall be checked and brought to the notice of DGS. Also any person found to be damaging any property, or suspect of any tress-pass or theft, or moving with any mal-intention should be checked and brought to the notice of DGS. This equally applies to any employee of DGS as well as any outsider found in the premises. Any person found to be damaging assets inside or around premises shall be checked and brought to the notice of DGS. Employee / visitor found in alcoholic condition shall not be allowed to enter inside the building/ stores, etc. even for performing duty. Anti social elements, criminals or history sheeters shall not be allowed inside the premises. Any person of doubtful character or declared not bonafide by DGS shall not be allowed to enter inside the premises. No undesirable and ant-social activities shall be allowed within the premises and the areas adjoining the campus upto the public road around the premises. **No unauthorized construction / activity in the premises or in the areas adjuring the premises upto the public road shall be allowed.** All help shall be extended to any bonafide inmates of the premises who are in need of help by the watch and ward personnel on duty. The necessary records for the purpose of security shall be maintained at various entrance gates as per the procedure laid down by DGS. No cattle / unauthorized animal shall be allowed to enter inside the Premises. All the main gates of the premises should normally be kept closed. Any suspected entry should be allowed only after due verification.

- (v) Functions and duties of watch and ward:--In order to provide security as per clause (iv) above, the duties and functions of watch and ward shall be as under--

(1) While on duty ,watch & ward personnel shall always remain alert throughout the duty period and standing at the gates located.

(2) Watch and ward personnel shall man the entry point of premises or any other building /stores/ installations specified by DGS

(3) Watch and ward personnel shall check and maintain the record of any major items like fridge, TV, Cooler, VCR, A/C, Furniture, Office equipments, etc. being taken in or taken out of premises.

(4) Watch and ward personnel shall patrol entire premises during entire duty time. The patrolling should also be resorted to along the boundary wall wherever possible to check unauthorized entry / exist of men and material and at any other points specified by DGS.

- (5) Watch and ward personnel will also follow any other methods / instructions /prescribed / issued by DGS with regard to security.
- (6) Watch & ward personnel shall protect departmental employees and Material.
- (vi) The personnel for watch and ward duties should be present on all days. In the absence of any personnel, a suitable replacement should be provided by the agency immediately. The absence and the **replacement** must to be intimated to DG Shipping immediately. In case absenteeism or any other reason what so ever the contractor should replace the watch and ward personnel within half an hour to one hour.
- (vii) The personnel for watch and ward duties would be deployed for twenty four hours on rotational basis, every day and the contract shall be for **one year from the award of the contract**.
- (viii) The mode of payment would be on monthly basis through e-payment or Government cheque, only on satisfactory performance of the work. No interest would be payable on delay in the payment.
- (ix) The department also reserves the right to alter and or add any terms and conditions as necessary and as per the policy of the department during the currency of the contract.
- (x) The contract will be **terminated at any point** of time without assigning any reason. This Directorate reserves the right to modify/amend or delete any of the terms and conditions. The contractor is personally responsible for theft / loss of departmental property due to negligence of watch and ward on duty employed by the contractor. In case it is noticed by DGS that the work entrusted to be carried out by the contractor is not upto the required standards, 7 days notice in writing shall be given to him, drawing his attention for the bad status and sub standard work and asking him to improve upon the standard. In the event of the authority finding that , there is no improvement thereafter and the work entrusted to him not being carried out as per instructions and specifications, the contract shall be liable to be terminated by giving him short notice. The decision of the authority in this behalf shall be final.
- (xi) The successful bidder / contractor would be responsible for deduction and deposit of all the statutory dues of the personnel deployed such as Provident fund, ESIC etc along with its own contribution. All the statutory obligations should be complied with by the successful bidder / contractor and should ensure timely payment of the

salaries to the personnel deployed and failure to do so may result in termination of contract.

(xi)

- (xii) **Penalty Clause:** In case of non-compliance of the terms and conditions of contract, a penalty may be levied by DGS. The penalty for some of the defaults is as under. Any delay in attending to the duties without any justifiable cause would lead to deduction of proportionate service charges. In case no replacement is provided, an amount per day per person on prorata basis will be deducted from the bill. Any expenditure incurred by DGS to face the situation arising out of the default or negligence of work of watch and ward should be made good by the contractor.

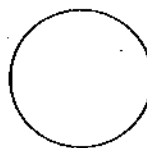
Sr. No	Name of Default	Penalty Rs.
01	Late Reporting	75% of proportionate contract charges per day
02	Non-reporting	150% of proportionate contract charges per day
03	Refusal of duties	100% of proportionate contract charges per day
04	Change of personnel without permissions	Rs.200/- per instance
05	Non observation of dress code	Rs. 100/- per instance
06	Misbehavior with staff members	Rs. 5000/-

Date : _____

PRICE SCHEDULE /BID

Sr. No.	Category	Cost per month per person	Total manpower required	Total cost per month	Total cost per annum
1.	The personnel for watch and ward duties		10		
Total					
Service tax					
Grant total					

This is to certify that the above wages are in compliance with the minimum wages prescribed by the Ministry of Labour & Employment, Govt from time to time.



[Name, Signature and seal of the proprietor]

Annexure-II(page 2)

<u>Elements of Pay</u>	<u>Name of Category</u> The personnel for watch and ward duties
BASIC WAGES	
VDA	
Other allowances	
TOTAL BASIC +VDA + ALLOWANCES (A)	
<u>DEDUCTIONS</u>	
PROVIDENT FUND- @ 12% on Basic +DA	
ESIC @ 1.75%	
Any other deduction[s]	
Professional Tax	
TOTAL DEDUCTIONS (B)	
TAKE HOME PAY (A-B)	
<u>CONTRIBUTIONS OF EMPLOYERS</u>	
PROVIDENT FUND @ 13.61% on Basic + DA	
ESIC @ 4.75% (on total salary except washing)	
Bonus	
Any other contribution[s]	
TOTAL CONTRIBUTION (C)	
TOTAL (A+C)	
Service Charge	
Total	
Applicable Service Tax	
Grand Total	

[Name, Signature and seal of the proprietor]

Annexure-III

भारत सरकार / GOVERNMENT OF INDIA
 श्रम एवं रोजगार मंत्रालय / MINISTRY OF LABOUR & EMPLOYMENT
 उप मुख्य श्रम आयुक्त (केन्द्रीय) के कार्यालय
 OFFICE OF THE DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL),
 "श्री रक्षा भवन" / "SHRI RAKSHA BHAVAN, शिवसुष्टि रोड, शिवसुष्टि रोड,
 पूर्वी एक्सप्रेस राजमार्ग / EASTERN EXPRESS HIGHWAY,
 सायन (पूर्व), SION (EAST),
 मुंबई - 400 022 / MUMBAI - 400 022.

No.B-27(1)/2015-E.1

Date: 05.04.2016

Sub:- Revised rates of minimum wages for various scheduled employment in Central Sphere estt.

- (i) The minimum rates of wages per day for employees employed in various mines for the period from 01.04.2016 to 30.09.2016 (Notification no.S.O.1286 (E) dated 20.5.2009)

Category of workers	Rates of wages including V.d.A.(in Rs.) per day	
	For work above ground	For work below ground
Unskilled	120.00 + 126.00 = 246.00	150.00 + 157.00 = 307.00
Semi skilled/unskilled/Supervisory	150.00 + 157.00 = 307.00	180.00 + 188.00 = 368.00
Skilled/clerical	180.00 + 188.00 = 368.00	210.00 + 219.00 = 429.00
Highly skilled	210.00 + 219.00 = 429.00	240.00 + 247.00 = 487.00

- (ii) Minimum rates of wages including the basic pay and dearness allowances payable with effect from 01.04.2016 to 30.09.2016 for the workers engaged in stone breaking and stone crushing: (Notification no.S.O.278(E) dated 3.3.2006)

Category	Rates of wages + VDA = Total
(iii) Excavation & removal of over burden with 50 meters less/1.5 meters lift	
(vii) Soft soil	103.53 + 143.00 = 247.00
(viii) Soft soil with rock	157.78 + 215.00 = 373.00
(ix) Rock	208.09 + 285.00 = 494.00
2. Removal and stacking of rejected stones with 50 meters lead 1.5. meters lift	82.44 + 116.00 = 199.00
3. Stone breaking and stone crushing for the stone size of:	
(ix) 1.0 inch to 1.5 inches	646.44 + 881.00 = 1528.00
(x) Above 1.5 inches to 3.0 inches	552.12 + 754.00 = 1307.00
(xi) Above 3.0 inches to 5.0 inches	322.09 + 442.00 = 765.00
(xii) Above 5.0	264.49 + 363.00 = 628.00

- (4) The workers employed on minimum guaranteed time rate of wages per day would be entitled to time rate of minimum wages plus special allowance, if any, for unskilled category of above ground workers revised from time to time by the central Government in respect of scheduled employment in stone mines.
- (iii) Minimum rates of wages including the basic rates and variable dearness allowances payable w.e.f. 01.04.2016 to 30.09.2016 to the employees working in Agriculture will be as under: (Notification No.1520 (E) dated 20.10.2005)

Category of workers	Rates of wages including VDA Area wise		
	A	B	C
Unskilled	114.00 + 120.00 = 234.00	104.00 + 109.00 = 213.00	102.00 + 109.00 = 211.00
Semi skilled/unskilled-supervisory	125.00 + 131.00 = 256.00	116.00 + 120.00 = 236.00	107.00 + 109.00 = 216.00
Skilled/Clerical	137.00 + 141.00 = 278.00	125.00 + 131.00 = 256.00	115.00 + 120.00 = 235.00
Highly skilled	153.00 + 155.00 = 308.00	141.00 + 145.00 = 286.00	125.00 + 131.00 = 256.00

- (iv) Minimum rates of wages per day for employees employed in loading and unloading in
 (i) Good-sheds, parcel offices of Railways (ii) Other Goodsheds, Godowns, Warehouse etc. and
 (iii) Docks and ports would be as under w. e. f. 01.04.2016 to 30.09.2016. (Notification No.S.O.1284(E) dated 20.8.2009)

Area	Rates of wages plus VDA per day		
	Basic wages (Rs)	+ VDA (Rs)	= Total (Rs)
'A'	180.00	+ 188.00	= 368.00
'B'	150.00	+ 157.00	= 307.00
'C'	120.00	+ 126.00	= 246.00

- (v) Minimum rates of wages showing the basic rates and variable dearness allowances payable w.e.f. 01.04.2016 to 30.09.2016 to the employees "EMPLOYMENT OF SWEEPING AND CLEANING EXCLUDING ACTIVITIES PROHIBITED UNDER THE EMPLOYMENT OF MANUAL SCAVENGERS AND CONSTRUCTION OF DRY LATRINES (PROHIBITION) ACT, 1933" would be as under: (Notification No.S.O.1994(E) dated 7.8.2008)

Area	Rates of wages plus VDA per day		
	Basic wages (Rs)	+ VDA (Rs)	= Total (Rs)
'A'	180.00	+ 188.00	= 368.00
'B'	150.00	+ 157.00	= 307.00
'C'	120.00	+ 126.00	= 246.00

- (vi) Minimum rates of wages showing the basic rates and variable dearness allowance payable w.e.f. 01.04.2016 to 30.09.2016 to the workers engaged in WATCH AND WARD (without arm) would be as under: (Notification No.S.O.2288(E) dated 18.9.2012)

Area	Rates of wages plus VDA per day		
	Basic wages (Rs)	+ VDA (Rs)	= Total (Rs)
'A'	200.00	+ 207.00	= 407.00
'B'	170.00	+ 177.00	= 347.00
'C'	140.00	+ 148.00	= 288.00

- (vii) Minimum rate of wages showing the basic rates and variable dearness allowance payable w.e.f. 01.04.2016 to 30.09.2016 to the workers engaged in WATCH AND WARD (with arm) would be as under:

Area	Rates of wages plus VDA per day		
	Basic wages (Rs)	+ VDA (Rs)	= Total (Rs)
'A'	220.00	+ 228.00	= 448.00
'B'	200.00	+ 207.00	= 407.00
'C'	170.00	+ 177.00	= 347.00

- (viii) Minimum rates of wages per day for the construction or maintenance of roads, runways or in building operations including laying down underground electric wireless, radio, televisions, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipe lines from 01.04.2016 to 30.09.2016 (Notn.No.1285(E) dated 20.5.2009)

(viii)(a) --CENTRAL GOVERNMENT RATES PER DAY W.E.F. 01.04.2016 to 30.09.2016 (**)

Category of workers	Rates of wages including V.D.A. per day (in rupees)		
	Zone A	Zone B	Zone C
Unskilled	180.00+188.00=368.00	150.00+157.00=307.00	120.00+126.00=246.00
Semi skilled/unskilled/supervisory	200.00+207.00=407.00	170.00+177.00=347.00	140.00+148.00=288.00
Skilled/clerical	220.00+228.00=448.00	200.00+207.00=407.00	170.00+177.00=347.00
Highly skilled	240.00+247.00=487.00	220.00+228.00=448.00	200.00+207.00=407.00

(viii)(b) --STATE GOVERNMENT RATES PER MONTH W.E.F. 1.01.2016 to 30.06.2016 (**)

Category of workers	Rates of wages including V.D.A. per day		
	Zone A	Zone B	Zone C
Skilled (Basic + Spl. allow.)	Rs.10100.00 + Rs.3124.00 = Total - Rs.13224.00	Rs.9700.00 + Rs. 3124.00 = Total - Rs.12824.00	Rs.9300.00 + Rs. 3124.00 = Total - Rs.12424.00
Semi skilled (Basic + Spl. allow.)	Rs.9400.00 + Rs. 3124.00 = Total - Rs.12524.00	Rs.9000.00 + Rs. 3124.00 = Total - Rs.12124.00	Rs.8600.00 + Rs. 3124.00 = Total - Rs.11724.00
Un-skilled (Basic + Spl. allow.)	Rs.8800.00 + Rs.3124.00 = Total - Rs.12024.00	Rs.8500.00 + Rs. 3124.00 = Total - Rs.11624.00	Rs.8100.00 + Rs. 3124.00 = Total - Rs.11224.00

Note: Where both Central and State Govt. has fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable.

(**) Explanation- The minimum rates of daily wages payable to an employee employed on daily wages shall be computed by dividing the minimum rates of monthly wages fixed for the class of employees to which he belongs by the number of 26 days, the quotient being stepped up to nearest paisa.

Dy. Chief Labour Commissioner
(Central), Mumbai.

To
The all Employees Trade Unions and
All field officers in Mumbai Region
Copy to Notice Board for all concerned.

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
 (hereinafter called the "tenderer")
 has submitted their offer dated.....
 for the supply of
 (hereinafter called the "tender")
 against the purchaser's tender enquiry No.
 KNOW ALL MEN by these presents that WE
 of having our registered office at
 are bound unto
 (hereinafter called the "Purchaser")
 in the sum of
 for which payment will and truly to be made to the said Purchaser, the Bank
 binds itself, its successors and assigns by these presents. Sealed with the
 Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
 (Signature of the authorized officer of the Bank)

.....
 Name and designation of the officer

.....
 Seal, name & address of the Bank and address of the Branch

MODEL BANK GUARANTEE FORMAY FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has
undertaken, in pursuance of contract no. dated
to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that
the supplier shall furnish you with a bank guarantee by a scheduled
commercial recognized by you for the sum specified therein as security for
compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank
guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and
responsible to you, on behalf of the supplier, up to a total of
..... (amount of the guarantee in
words and figures), and we undertake to pay you, upon your first written
demand declaring the supplier to be in default under the contract and without
cavil or argument, any sum or sums within the limits of (amount of guarantee)
as aforesaid, without your needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the
supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of
the terms of the contract to be performed thereunder or of any of the contract
documents which may be made between you and the supplier shall in any way
release us from any liability under this guarantee and we hereby waive notice
of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch