



ಡಾ. ಶಿವರಾಮ ಕಾರಂತ ಪಿಲಿಕುಳ ನಿಸರ್ಗಧಾಮ

DR. SHIVARAMA KARANTHA PILIKULA NISARGA DHAMA

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No.PND:CR:103/Tender/2018-19Date: 29.10.2018

E- TENDER DOCUMENT FOR SECURITY SERVICES

Dr. ShivaramaKaranthaPilikulaNisargadhama (Dr.SKPNPND) invites online tenders through www.eprocure.gov.in from reputed, registered, professional and experienced Security Services.Agencies having experience of at least 05 (five) years of providing Security services (Security guards without arms)in Central Government/State GovernmentDepartments, Public or Private Sector Companies/Undertaking Autonomous Bodies. The interested agencies are required to go through the Draft Agreement, General Terms & Conditions and Special Terms & conditions of the Contract before submitting the Tender.

Nature of Work	Approximate value (Rs.)	Earnest Money Deposit (Rs.)	Security Deposit/Performance Guarantee (Rs.)
Security Services without arms - 45 guards	96.00 lakhs	1.92 lakhs	5.00 lakhs

Details of the tender along with General Terms and Conditions, specification and other documents can bedownloaded from Government of Karnataka e -procurement website <https://eproc.karnataka.gov.in> as per the prescribed date and time published in the Portal.

EXECUTIVE DIRECTOR

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Tender details

1	Tender No. & Date	No.PND:CR:103/Tender/2018-19 Date: 29.10.2018
2	Process	Through e-procurement GOK
3	System	Two cover system
4	Last date for submission of Tender	Pl. see e-procurement portal
5	Date of opening Technical Bid	Pl. see e-procurement portal
6	Date of opening Financial Bid of qualified bidders	Pl. see e-procurement portal

INSTRUCTIONS TO BIDDERS

I.GENERAL:

- a. T
 he tender is being invited for Security Guards to safeguard equipment's and materials at Dr.SKPND including monitoring and surveillance of the premises.
- b. P
 resent requirement is 45 Security guards in 3 shifts of the day.

Sl. No.	Location	Shift I	Shift II	Shift III	Total No. of Guards
1	Biological Park	3	3	2	8
2	Regional Science Centre	4	4	2	10
3	Planetarium	5	5	2	12
4	Lake Garden	1	1	2	4
5	Guthu House	1	1	2	4
6	Box Office	1	1	1	3
7	Bambusetum	1	1	-	2
8	Arboretum gate	1	1	-	2
	Total	17	17	11	45

- c. E
 ligible Security Guards with good character, conduct and behavior below the age of 50 years who are physically and mentally fit will be required/ to be supplied.

2. ELIGIBLE BIDDERS:

- a)
 Security Agencies registered under private Security Agencies (regulation) Act, 2005 having provided similar kind of work in last five years as on 31.3.2018 to State Govt./Central Govt./Public Autonomous bodies. (At least one work of Worth of Rs. 90.00 lakhs in one year)
- b)
 The tenderer must have an average annual turnover of Rs. 02 Crores during the last two financial years ending on 31.3.2018 duly certified by the Chartered Accountant with Income Tax return.

3. Technical Criteria for submission of Technical Bid:

The Interested Agencies have to fulfill the following criteria for submission of tender.

- a) The bidder should have financial turnover of not less than Rs. 02 Crores (Rupees two crores) per year ending on 31.3.2018 duly certified by the Chartered Accountant.
- b) A
 audit report consist of Balance Sheet and Income and Expenditure statement of last two years i.e., 2016-17 and 2017-18.
- c) G
 ST Registration Certificate of the Firm.
- d) R
 egistration Certificate of the Firm.

- | | | |
|----|--|---|
| e) | Private Security Agencies (Regulation) Act, 2005 valid Registration Certificate. | P |
| f) | AN Number. | P |
| g) | Firm Registration Certificate under Karnataka Labour Act. | F |
| h) | Bank Account in any Nationalized Bank. | B |
| i) | PF and ESI registration Certificate. | P |
| j) | Experience Certificates for having done similar works. | E |
| k) | There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (agency) and should not be blacklisted by any Govt agency. An undertaking to this effect on agency's letterhead should be attached. | T |
| l) | Agency should have not less than 75 (Seventy five only) trained Security Guards on their payroll as on the date of submission of bid. Attach documentary evidence duly certified by the appropriate authority. | |
| m) | Agency may visit the site and its surroundings and satisfy themselves before submitting tender. | |

Scope of Work & Other Conditions

- (1) Security Services will be required at the following places:
- i. Entire area of Dr.SKPND and Pilikula Regional Science Centre (PRSC)
 - ii. Any other place designated later by Dr.SKPND.
- (2) **Scope of Work -**
- i. Providing Security supervisors, Security guards (male and female) for three years from the date of agreement round the clock (in three shifts per day, 8hrs per shift).
 - ii. Security of the assets of Dr.SKPND and PRSC against theft, burglaries, dacoits, pilferage and misappropriation etc.
 - iii. Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone, considering liberal and open culture among residents.
 - iv. Preventing the presence of cattle, dogs, tree poachers, anti- social elements etc.
 - v. Assisting Dr.SKPND and PRSC in handling emergencies like fire, Natural Calamities.
 - vi. Regulating incoming and outgoing movement of material and vehicular traffic.
 - vii. Patrolling of Dr. SKPND Campus/PRSC from 18.00 hrs.
 - viii. Taking care of vehicles parked in parking area(s) within the DR.SKPND Campus.
 - ix. Locking and Unlocking of offices, gates, doors, windows etc., and keeping safe custody of keys
 - x. Monitoring effective consumption of lights and equipment's.
 - xi. Maintaining log-book at main gate for all the vehicles.
 - xii. Adhering to the Standard Operating Procedure (SOP) issued by Dr.SKPND.
 - xiii. Any other related work assigned by Dr.SKPND later.

Eligibility conditions.

- (3) Security agency having not less than 75 trained security guards on their payroll as on the date of submission of bid, are only eligible to apply.
- (4) The agency shall have organized training arrangements for security personnel with clear recruitment policies & may be own training centers.
- (5) Safety and security of animals housed inside the Pilikula Biological Park.
- (6) **Employee of the agency:**
 - i. The Security agency shall not employ any personnel who belong to the area within a radius of 25 kms from the Dr.SKPND campus.
 - ii. Every personnel deputed by the Security Agency shall be literate/educated, who have a working knowledge of local languages, Hindi and English.
 - iii. The guards deployed by the Security agency shall be of medically fit and good character etc., and shall be between 18 - 50 years of age. The staff shall keep himself neat and clean always.
 - iv. Anyone found below the minimum standard mentioned above shall be removed immediately from the Dr.SKPND and penal action shall be taken against the security agency as per penalty clause of General Terms & Conditions.
- (7) **Uniform of employee:** The Security Agency shall provide proper uniform including boots/shoes, belt, badge, whistle, caps, canes / stick, torch lights, jerseys (woolen sweaters), mosquito repellents & rain coat etc., to every personnel deployed by the agency in the Dr.SKPND Campus at their own costs and expenses. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.
- (8) The Security Agency personnel shall carry an identity card of Security Agency. A photocopy of these cards along with computer data shall be given to Dr.SKPND for record.
- (9) The Security agency personnel shall be experienced with the first-aid treatment and fire-fighting equipment's.
- (10) The Security agency shall ensure biometric attendance of its security personnel on the machine provided by the Dr.SKPND.
- (11) The Dr.SKPND shall have the right to check up, from time to time, the Security personnel on duty, the uniforms worn by the security personnel, their fitness etc., up to the satisfaction of the Dr.SKPND.
- (12) The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
- (13) Any change of Security Guards should be intimated to Dr. SKPND well in advance with proper document.

- (14) The agency shall be capable to provide vehicles and licensed radio / wireless equipment's for communication.
- (15) **Dr.SKPND will not provide any residential space for accommodation and transportation to the agency. The agency has to make its own arrangement for the residential accommodation and the transportation to the deployed staff.**
- (16) **Misconduct:** The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its employees to the Dr.SKPND
- (17) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (agency) and should not be blacklisted by any Govt agency. An undertaking to this effect on agency's letterhead should be attached.
- (18) The Security Agency shall maintain record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The security agency shall also be responsible to lodge complaints with police authorities in such instances after prior permission of Dr.SKPND and take follow-up action for recovery of lost material/equipment.
- (19) **Dr.SKPND shall identify time to time the requirement of personnel, to be deployed for the security of the campus, in consultation with the Security Agency. Dr.SKPND reserves the right to increase or decrease the numbers of the security personnel. In addition to the prescribed manpower, whenever required, Security Agency has to provide additional manpower and/or equipment at the rates quoted in the tender.**
- (20) The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
- (21) The Security agency shall maintain Complaint Book at the main entrance gate and all other gates.
- (22) Penalty wherever mentioned in this document will be imposed as per penalty clause of General Terms & Conditions
- (23) The responsibility for taking appropriate security measures shall be entirely that of the Security agency. Dr.SKPND will be entitled for compensation against the Security agency, in case an inquiry by DR.SKPND establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the enquiry may propose. After enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security agency or if the personnel of the Security agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission Dr.SKPND or its employees to whom loss is caused, shall be totally indemnified/compensated by the Security agency on actual basis.
- (24) **The agency shall nominate a nodal officer for day to day communication.** The security personnel shall be equipped with latest communication systems like radio

sets. Night Guards shall be equipped with proper protection and illuminating/lighting devices. While working at the premises of Dr.SKPNPND, they shall work under directives and guidance of Chief of Administration or any other person deputed by Dr.SKPNPND.

Annexure – 1

List of personnel to be engaged.

Sl. No.	Name	Aadhar. / PAN No.	Mobile No.	Qualification	Age
1	2	3	4	5	6

Annexure -II

General Terms and Conditions of Contract

- (1) **Preparation and submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on e-procurement portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online on <http://eprocure.gov.in> duly signed and sealed on each page of Tender. For details, kindly see annexure of this tender: **Instructions for Online Bid Submission. In case of qualified equal bids QCBC system will be applied for selection.**
- (2) **Period of Contract:** Contract period will initially be for **Three years. Every year evaluation will be done before renewal of the service.** The contract may be extended subject to satisfactory performance at the sole discretion of Dr.SKPNPND on an annual basis for a further period of up to two years. In the event of bidder backing out before actual award or execution of agreement, Dr.SKPNPND will have right to forfeit the Security Deposit/Performance Bank Guarantee.
- (3) **Exit Clause:** Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by Dr.SKPNPND by giving one-month notice without giving any reason and by the agency by giving three-month notice.
- (4) **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.100/- (Rupees One Hundred only). Dr.SKPNPND reserves the right to amend the terms & conditions of contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.
- (5) **Tender Fee:** As per e-portal.
- (6) **Earnest Money Deposit (EMD):** The tenderers shall deposit Earnest Money of Rs. 1,92,000/- (Rupees One lakh Ninetytwo Thousand only). The Earnest Money Deposit will be refunded to the tenderers whose offers have not been accepted. Earnest Money Deposit of the tenderer whose offer is accepted will be kept until such time that the Security Deposit/Performance Bank Guarantee is received.

- (7) **Security Deposit/Performance Bank Guarantee:** The tenderer whose tender is accepted, will be required to furnish Security Deposit/performance guarantee of Rs.5,00,000/-(Rupees Five Lakhs only) before signing the Contract. The Security Deposit/performance guarantee shall be in the form of Guarantee Bonds/Bank Guarantee of any nationalized bank.
- (8) In case the tenderer fails to deposit the requisite The Security Deposit/performance guarantee the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer. The Security Deposit/Performance bank Guarantee shall be valid for minimum 60 days after the expiry of the contract.
- (9) In the event of bidder backing out before actual award or execution of agreement, Dr. SKPND will have right to forfeit the EMD. In case the successful tenderer declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.
- (10) **Intending tenderers are advised to inspect and examine at their own cost, the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site.** The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.
- (11) **Sub-Contracting:** The agency shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner except with the specific approval of Dr. SKPND.
- (12) **Taxes, Labour Laws and Other Regulations:**
- i) The Security agency shall comply with all statutory requirements existing as well as those promulgated from time to time viz. P.F. Act, ESI Act, Bonus Act, State/Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Migrant Labour Act and/or such other Acts or Laws of Central, State, Municipal and local governmental agency or authority etc., whichever is/are applicable to the organization of Security agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.
 - ii) The Security agency is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
 - iii) The Security agency shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance with any statutory provisions/ obligations. The agency shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned. Wages of Security Guards were credited to their bank accounts on (date) and compulsorily issue the salary slip to every security guards duly indicating the salary particulars and deductions. Accounts should be operated at the nearest branch of Vijaya Bank only.
 - iv) The Security agency shall be responsible and liable for all the claims of its employees.

- v) The Security agency shall obtain the license under the Contract Labour (R&A) Act from the agency of the Central Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill will be cleared only on the submission of the said license. The agency would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
 - vi) The Security agency shall obtain adequate insurance policy in respect of its workmen engaged by it towards meeting the liability of compensation arising out of accident/ injury/disablement at work.
 - vii) Further, Security agency shall not involve the matters of Dr. SKPND in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Security agency shall be solely responsible.
 - viii) The Security agency shall indemnify and keep indemnified Dr. SKPND against all losses and claims for injuries and or damages to any person or property. The agency shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Goods & Service Tax (GST), Royalty, Works contract etc., and shall keep Dr. SKPND indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. The agency shall not employ child labour. Payment to workers must be according to Central Minimum Wages Act.
- (13) The personnel deployed by the Security Agency in Dr. SKPND shall be removed immediately if Dr. SKPND considers such removal necessary on administrative grounds. **The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character had any sort of intoxicating item on duty and shall replace him with substitute personnel either on its own or on the demand of Dr. SKPND. In case of removal of such personnel, no claim shall be maintainable against Dr. SKPND.**
- (14) **If Dr. SKPND incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bill of Security Agency.**
- (15) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of Dr. SKPND / Govt. of India / any State or any Union Territory.
- (16) **Payment of Bills:** The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services. The final payment shall, however, be made only after adjusting all the dues/claims of Dr. SKPND. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
- (17) The persons employed by the Agency for the security of Dr. SKPND will be the employees of the Security Agency and Dr. SKPND shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against Dr. SKPND and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment or other rights from Dr. SKPND.
- (18) The Security personnel employed by the Security Agency shall not form/join any union and shall not make any claim on service or other matter from Dr. SKPND.

- (19) The Security Agency shall be responsible for all accidents and injuries to persons employed by them and under no circumstances Dr. SKPND will be responsible to compensate them under any Act/law.
- (20) **None of the employees of the Security Agency shall enter into any kind of private work within or outside the campus of the Dr. SKPND.** Non-compliance with this provision will be deemed to be violation of the contract inviting penal action as per penalty clause of General Terms & Conditions.
- (21) **Duty Hours.** The agency is to ensure that no guard is detailed for more than one shift a day on working schedule of three shifts a day consisting of eight hours each shift (i.e. **06.00 - 14.00 hrs, 14.00 - 22.00 hrs, 22.00 - 06.00 hrs**) or (**07.00 - 15.00 hrs, 15.00 - 23.00 hrs, 23.00 - 07.00 hrs**) and seven days a week. The timings of the shift are changeable and can be fixed by Dr. SKPND. Reserve shall be catered for and utilised to provide services on all the seven days of the week in addition to fill in long leave and other casual leave, unforeseen vacancies/absentees. The guards are to be provided to perform the duties on Sundays/Holidays.
- (22) **o overtime / extra duty is permissible.** N
- (23) The Security personnel of the Security agency shall not work for more than 26 days in a month.
- (24) **Bid Validity:** The quoted rates must be valid for a period for 90 days from the last date of submission of the bid. The overall offer for the assignment and price quoted by bidder shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- (25) In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
- (26) In exceptional circumstances, Dr. SKPND may request the bidders' consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
- (27) Anyone or more the following action / commission / omission are likely to cause summary rejection of tender:
- (i) Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
 - (ii) Any conditional bid or bid offering rebate.
 - (iii) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
 - (iv) Any effort by a bidder to influence Dr. SKPND in the bid evaluation, bid comparison or contract award decision.
 - (v) Any bid received with period of validity of bid shorter than 90 days.
- (28) **Dr. SKPND is not bound to award contract at the lowest price received in the tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is**

offered to the bidders.

- (29) **Feedback:** Dr. SKPND may ask the agency to submit monthly feedback collected from the users. On the basis of feedback, Dr. SKPND may at its own discretion impose financial penalty as per penalty clause of General Terms & Conditions depending on gravity of the issue and in case of similar repetition Dr. SKPND can cancel the contract unilaterally without notice and bank guarantee will be forfeited.
- (30) **Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, Dr. SKPND may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.
- (31) **Interpretation:** All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.
- (32) **Training.** Basic training programme to all Guards on following points should be imparted by the Security Agency Compulsorily prior placing them on duty. The employer will familiarize the security personnel regarding the rules and regulations applicable at Dr. Shivarama Karantha Pilikula Nisargadhama.

Sl. No.	Subject	Points of Basic Training Programme to be Covered
(a)	Course Introduction & Orientation	Role of security, threats and general measures to counter threats. Rank structure in armed forces
(b)	Uniform	Wearing of uniform, its importance, maintenance including daily wash.
(c)	Closing up on duty	Preparing for duty, reporting, taking over duty including understanding site instructions, points for attention and documentation
(d)	Dealing with Visitors/Guests	Fundamentals of dealing with people, types of employees and visitors grievances, their peculiarities, dealing with officers,
(e)	Gate Duties	Access control, identifications of personnel and authorization, types of passes etc.
(f)	Code of Conduct	Honesty, dependability, reliability, loyalty, politeness and firmness
(g)	Telephone Procedure	Receiving and relaying messages, maintenance of records and effective communication.
(h)	Patrolling	Purpose, types of patrolling, preparation for patrolling, procedure, handling of incidents of emergent nature, reporting incident.
(i)	Search Procedure	Principles of search, search of personnel/baggage/vehicles and premises, maintenance of records, use of hand held metal detectors wherever/whenever required.
(j)	Emergency Procedure	Definition, importance of quick response types of emergencies, action in case of fire, bomb, accident,

		mob control, unrest.
(k)	Alertness	How to remain alert-principles, surveillance, improving general awareness, DOs and DON'Ts on an assignment.

(33)

Terms of Payment.

- (a) The Contractor will submit the bills by the 5th of each month to the employer with details of duties in respect of each category of security personnel deployed, duly authenticated by the authorised official of the employer. The bills are to be prepared on a pro-rata basis for the duration of employment, based on the sanction given by the competent authority.
- (b) There will be no change in the rate and terms of payment for the duration of this contract.**
- (c) The payment to security personnel will be made in compliance with the requirements of relevant statutory provisions by the Security Agency. At any stage of the agreement or thereafter, if it is noticed by the Employer or anybody authorised to do so, that the provisions are not being adhered to, the Security Agency will be liable for all such implications on his own account, and shall not be entitled to any compensation from the employer.
- (d) The employer will forward a letter to the firm by the 5th of the succeeding month indicating the penalty imposed on the firm for the preceding month for shortcoming in the contractual obligations. The firm will submit the bill adjusted for the penalty imposed by the 10th for payment.

(34)

Advance Payments. No

advance payment(s) will be made.

(35)

T

he total estimation is as bellow.

ESTIMATION: For 45 Guards

Rate per Guard (inclusive of weekly off)

Basic	10350.00	
VDA	1591.00	
Total (a)	11941.00	
ESI (4.75%)	567.20	
PF (13.16%)	1571.44	
Uniform, washing, safety items and Supervisor allowances etc.,	960.00	
Total (b)	15039.63	

GST	2707.13	
Total (c)	17746.77	
TOTAL/ month	798604.52	
	TOTAL/year	9583254.21
	Miscellaneous and Rounding off	0.79
	GRAND TOTAL	9583255.00

A = 95.83 lakhs

‘A’ is a fixed value. The bidder shall not quote below ‘A’

Over the estimation the 2% service charge is calculated as **Rs. 2.00 lakhs**. So the bidder shall quote his bid against Rs. 2.00 lakhs

(36) **ARBITRATION:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by DR.SKPNPND.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the DR.SKPNPND to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to proceed *de novo*.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Mangaluru.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

(37) **FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non- performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the DR.SKPNPND as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Provided, also that if the contract is terminated under this clause, the DR.SKPNPND shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

(38) **PENALTY**

Penalty for complaint, non-adherence of terms & condition specified in tender document, indiscipline & unsatisfactory operation of security services and the incidence given in the various clauses of this document for the purpose, may be levied as per below:

- i) Rs. 5,000/- (Rupees five thousand) on each such first occasion
 - ii) Rs. 10,000/- (Rupees ten thousand) on repetition of each such incident of similar innature
- (39) DR.SKPNPND reserves the right to reject the tender in whole, or in part, without assigning any reason thereof.
- (40) DR.SKPNPND reserves the right to withdraw/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of DR.SKPNPND.
- (41) The decision of the Executive Director of DR.SKPNPND will be final in all respect and will be acceptable to all the tenderers.
- (42) **Jurisdiction:** All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Mangaluru only.

EXECUTIVE DIRECTOR

AGENCY DETAILS

I – Details of Tenderer

Sl No.	Particulars	Details
1	Name of Tendering Agency	
2	Name of the Proprietor / Director / Partner	
3	Full Address of registered office with pincode, Telephone Number	
4	Telephone No. (Office) of five top officials with name, designation and E-mail ID	
5	Website of the agency, if any	
6	Name and designation of authorized person with telephone/mobile number. (authorization letter to be enclosed)	

II – Registration & Other Statutory document details:

The agency should possess all statutory requirement including Labour License, Security License, PF, ESIC, GST/PAN etc.

S. No.	Particulars	Number / Other Details	Page No. of Supporting Documents Enclosed
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(a)	Registration of Security Agency with Govt. of India		
(b)	P.F. Registration Certificate		
(c)	ESI Registration Certificate		
(d)	GST Registration		
(e)	Valid License, issued by Labour Commissioner, Govt. of India (if available/to be applied)		
(f)	Registration with Income Tax Department for permanent income tax number (PAN)		
(g)	TAN (TDS Account No.)		
(h)	ISO or equivalent certified agency, if available		
(i)	Registration as proprietary firm/ Partnership firm/ Limited Company/ Corporate body/ Others (please specify)		

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Place :

Date :

(Signature of the bidder with seal)

Eligibility Criteria

- (1) Agency should have not less than 75 (Seventy five only) trained Security Guards on their payroll as on last date of submission of bid. Attach documentary evidence duly certified by the appropriate authority.
- (2) here should be no case pending with the police against the Proprietor/Firm/Partner or the Company (agency) and should not be blacklisted by any Govt agency. An undertaking to this effect on agency's letterhead should be attached. T
- (3) Agency should have visited the site and its surroundings and satisfy themselves before submitting tender. An undertaking to this effect on firm letterhead should be attached.
- (4) The agency should possess all mandatory statutory requirement mentioned in Annexure-II (Agency Details) in this tender document.

No price should be specified in the technical bid, including such information will entail rejection of the bid.

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Place :

Date :(Signature of the bidder with seal)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the agencies/bidders on the e-Procurement/e-tender portal is a prerequisite for tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the agency/bidder through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Agency/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bid online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrollment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
11. From my tender folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be veryfast.
14. If there are any clarifications, this may be obtained through the site. Bidder should take into account the corrigendum published from time to time before submitting the onlinebids.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time ofbids.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of theoffer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bidpackets.
18. The bidder has to select the payment option as offline to pay the Tender Fee/EMD as applicable and enter details of theinstruments.
19. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading thebidsanduploadingtheioffersshallbedeemedtobeconfirmationthatthey have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will berejected.
22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price-bid BOQ template must not be modified/replaced by the

bidder; else the bid submitted is liable to be rejected for this tender.

23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0824-2263565 or send a mail over topilikula96@gmail.com

Annexure – VI

**TENDER ACCEPTANCE LETTER
(To be given on Agency LetterHead)**

Date :

To,

The Executive Director,
Dr. ShivaramaKaranthaPilikulaNisargadhama, Moodushedde, Mangaluru.

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: No..PND:CR:103/Tender/2018- 19 Date: 29.10.2018

Name of Tender/Work : Security Services at Dr. SKPND, Mangaluru

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ given in the above advertisement website.
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _to (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/weshall abide by with the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

Signature of the Bidder, with Official Seal

PROFORMA OF PERFORMANCE BANK GUARANTEE

- 1 In consideration of the Director Dr. ShivaramaKaranthaPilikulaNisargadhama (hereinafter called "Dr.SKPNDD") having offered to accept the terms and conditions of the proposed agreement between Dr.SKPNDD and (hereinafter called "the said agency(s) for the work of "Security Services at Dr.SKPNDD"" (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rupees..... only) as a security/ guarantee from the agency(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We (hereinafter referred to as the "Bank") do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from Dr.SKPNDD stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding ` (Rupees.....)
- 3 We, the said Bank, further undertake to pay to Dr.SKPNDD any money so demanded notwithstanding any dispute or disputes raised by the agency(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the agency(s) shall have no claim against us for making such payment.
- 4 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of Dr.SKPNDD under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Executive Director, Dr.SKPNDD on behalf of the Dr.SKPNDD, certifies that the terms & conditions of the said agency(s), and accordingly discharges this guarantee.
- 5 We..... further agree with Dr.SKPNDD that the Dr.SKPNDD (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by Dr.SKPNDD against the said agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency(s) or for any forbearance, act of omission on the part of Dr.SKPNDD or any indulgence by the Dr.SKPNDD to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency(s).
- 7 W
e..... lastly undertake not to revoke this Guarantee except

with (indicate the name of the Bank) the previous consent of Dr.SKPND in writing.

8

his guarantee shall be valid up to unless extended on demand by the Dr.SKPND.

T

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notwithstanding anything contained hereinabove:

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- a) our liability under this Guarantee shall not exceed(Rupees..... Only);
- b) This Bank Guarantee shall be valid up toand
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated the day of for

(Indicate the name of the Bank)