



GVK Emergency Management and Research Institute

**S.T.D.C Housing Board Colony, Basaveshwaranagar Entrance
Opp to Govt Unani Medical College, G.M.S Compound, Magadi Road.
Bangalore 560 079.**

Tender No: GVK-EMRI/KAR/ TENDER/28/18-19

Dated: 20/12/2018

**E- Tender for providing man power services for
Security**

Sd/-

**Head, Supply Chain Management
GVK EMRI, Bangalore.**



GVK Emergency Management and Research Institute
S.T.D.C Housing Board Colony, Basaveshwaranagar Entrance
Opp to Govt Unani Medical College, Magadi Road. Bangalore 560 079.
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Invitation of e-Tender for providing man power services for Security Services GVK EMRI, Bangalore.

Tender No: GVK-EMRI/KAR/SCM/TENDER/28/18-19

Date:- 20-12-2018

General brief about GVK EMRI:

GVK Emergency Management and research Institute (GVK EMRI) was established as a not –for –profit Organization. GVK EMRI is a society , registered under the provision of Andhra Pradesh Societies Registration Act 2001, in February 2005 and provide services free of cost through a toll free number “108” to every citizen of our country under public private partnership (PPP) frame work .Vision of GVK EMRI is to support and build capabilities to save one Million lives per annum nationally and establish GVK EMRI as a premier Research and Training Institute.

GVK EMRI, under the Public-private-partnership , has made substantial progress over the last 10 years in providing Emergency Response Services across the country and presently operate over 10000 state –of –art ambulances in 15 states and 2 union Territories Viz Andhra Pradesh , Telengana, Tamilnadu, Karnataka, Goa, Gujarat , dadraNagar Haveli Daman&Diu, Chhattisgarh, Assam, Meghalaya, Uttarakhand, Himachal Pradesh, Uttar Pradesh, Rajasthan, and Arunachal Pradesh to pre hospital care covering a population of 840 million GVK EMRI serving on an average 22,000 emergencies (65 million emergencies attended since inception)and saving over 651 lives every day and cumulatively have saved more than 26 lakh lives since the launch of the services and provide direct employment to over 46,000 associates while continuing to be a not –for-profit organization.

E-tender is invited in Two cover System from reputed and eligible Manpower service provider companies for providing man power services for Security for the year 2018-19 to this Organization for a period of **ONE YEAR** as per Karnataka Transparency in Public procurement Rules 2000. Tender shall be submitted only through e-portal website-<https://eproc.karnataka.gov.in>.

Important dates and deadlines for tender are given below:

Note:

- Tender documents shall be uploaded online at e-procurement portal.
- All Tender conditions are given in the Tender Bid. Further information can be obtained from the organization all working days.

Floating of Bid document in e-portal website https://eproc.karnataka.gov.in . Helpdesk: 080-25501216/25501227 E.mail: Hphelpdesk.blr@intarvo.com	20-12-2018
Last Date for Submission of e-tender through e- portal	On or before 19-01-2019 at 5.00 Pm.
Opening of Technical Bid	21 -01-2019 at 4.00 Pm. If the opening date is declared Holiday, opening will be on following working date.
E.M.D	Rs.50000 /- (Rupees fifty thousand only)
Pre Bid Meeting	03.01.2019 at 2 PM
Place of opening of tenders & Pre Bid Meeting	GVK EMRI S.T.D.C Housing Board Colony, Basaveshwaranagar Entrance Opp to Govt Unani Medical College, G.M.S Compound, Magadi Road. Bangalore 560 079.

**INVITATION OF TENDERS FOR PROVIDING MAN-POWER SERVICES
(Security)
SECTION-I**

INSTRUCTIONS TO BIDDERS

Tender No: GVK-EMRI/KAR/SCM/ TENDER/28/18-19

Date:- 20-12-2018

1. GVK EMRI Karnataka invites e-Tenders from eligible tenderers for providing security staff at GVK EMRI Karnataka office , Bangalore.

Sl. No	Post	Number of post
1	Security staff+Security Supervisor	10+1=11(Total)

2. The bidders may quote for the Man Power services (Security. See Annexure-I). Tenderers are advised to note the qualification criteria specified in the qualify for award of the contract.
3. The bid document is meant for the information & guidance of the bidder and as such it shall not be enclosed along with the bid to be submitted.
4. Study the bid form carefully & upload in Karnataka e-procurement portal.
5. Bidders who wish to participate in this tender will have to register on Karnataka e-procurement portal .Further Bidders who wish to participate in online tender will have to procure Digital certificate as per information Technology Act 2000 using which they can digitally sign their electronic bids.
6. The Earnest Money shall be paid within the due date. The mode of payment of EMD shall be payable through any of the four e-payment modes mentioned in the e-procurement portal. For payment of EMD through e-procurement, please refer clause III of general terms and conditions (Invitation of Bids).
7. The bid forms are not transferable.
8. It may be noted that, Fax quotation offer will not be accepted.
9. Other details can be seen in the tender documents.

INVITATION FOR BIDDERS
(E-Procurement Portal)
Qualifying requirements of Bidder

A. Contents and Eligibility Criteria :

The Contract Agency who is participating in the tender must furnish: the notarized copies of following documents.

1. The Bidder shall have at least 03 years' experience in these fields and shall submit the self-attested copies of the following documents along with tender documents.
 - a) License under the private security Agencies (Regulation) Act 2005 and the Rules framed there under by the respective state Govt "in case the license is applied for , the documentary evidence thereof may be submitted along with the reason for not getting the license .In case the requirement is not applicable in respective state , Documentary evidence in this regard to be submitted in response.
2. Certificate of Registration of establishment issued by Department of Labour.
3. EPF Registration certificate and EPF paid details with Latest challans.(For the month of April-18 to September-18).
4. ESI Registration certificate (where-ever applicable shall be produced). ESI paid details with Latest challans.(For the month of April-18 to September -18).
5. The bidder must have the experience for providing specified Man-Power (Security). In the last three years (2015-16,2016-17 & 2017-18,) to any Government Organizations (Satisfactory Work Done certificates should be submitted)
6. The bidder must not have defaulted in providing Man-Power Services against previous work award declaration in this regard shall be uploaded.
7. If the bidder has been a Rate Contract holder of this institute, performance certificate issued by our institute should be uploaded without fail. Failing which, tender would be rejected.
8. The Bidder should not have been blacklisted as on date of bid opening. Self Declaration in this regard shall be uploaded.
9. Annual Turnover Statement for last 3 years (2015-16 , 2016-17 & 2017-18) certified by Chartered Accountant
10. Latest I.T. Returns for 3 years (2015-16 , 2016-17 & 2017-18)
11. Latest P.T. Clearance for 1 year (2017-18)
12. Bidders PAN Card
13. GST Registration Certificate
14. License to engage in business of private man-power agency issued by the Police Department (Police Verification certificate)
15. ISO Certificate if any (9001-2008)

B. FINANCIAL CAPABILITY:

1. The Annual Turnover shall not be less than 50 Lakhs in any one of the preceding to financial years i.e. 2015-16, 2016-17 and 2017-18. The tenderer should furnish the Audited Profit and Loss Account and Balance Sheet certified by the Chartered Accountant / Tax Consultant.
2. Shall submit SOLVENCY CERTIFICATE issued by any nationalized bank equal to Rs.10.00 Lakhs in the form of Revenue Solvency in the name of GVK EMRI, Bangalore.

C. EVALUATION CRITERIA:

1. The Agency shall comply with all the legal requirements of various Labour Laws like Provident Fund Act, workmen compensation Act, Minimum Wages Act, ESI Act, with the respective Government/Central Government authorities and proof of such registration shall be uploaded.
2. The Original /attested Notarized Certificates of all documents shall be uploaded.

D. GENERAL TERMS & CONDITIONS:

Tenders shall be uploaded through e-procurement portal on or before last date of bid submission mentioned in e-Procurement Portal only on following manner:

- a) **“Technical Bid of the tender for providing Man-Power Services (Security)**
- b) **“Financial Bid of the tender for providing Man-Power Services (Security)**

The Technical Bids (Cover-1) would be the opened first and only successful technical bids would qualify for opening of financial bid (Cover-2).

E. INSTRUCTIONS TO BIDDERS:

1. SCOPE OF PROPOSAL:

Scope of the proposal covered in this tender is for providing Man-Power Services (Security) for a period of one year.

2. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation & submission of their bid including post-bid discussions, technical and other presentations etc., and GVK EMRI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3. THE BIDDING DOCUMENTS:

The services required, bidding procedures & contract terms are prescribed in the Bidding documents.

4. UNDERSTANDING OF BID DOCUMENTS:

The prospective bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents and fully confirm himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk & may result in the rejection of the bid.

5. CLARIFICATION ON BIDDING DOCUMENTS :

5.1 A bidder requiring any clarification regarding Bidding documents may notify to the SCM Head, GVK EMRI writing or by Fax e-mail address indicated in the Bidding documents before pre-bid meeting. Respond to any request for clarification of the Bidding documents which he receives not later than prior to the deadline given.

5.2 The bidder is required to carefully examine the specifications and documents and fully confirm himself as to all the conditions and matters which may in any way, affect supplies and services to be provided and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/ clarification.

5.3 Verbal clarifications and information given by Company or its employees or its representatives shall not in any way be binding.

6. AMENDMENTS OF BIDDING DOCUMENT:

6.1 At any time prior to the deadline for submission of bids, the owner may for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding document by amendment(s).

6.2 The amendment will be issued in e-procurement portal and such amendment will be binding on them.

6.3 In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, owner may at his discretion extend the deadline for submission of the Bids.

6.4 In the event of information furnished by the bidder found to be false at any stage of tendering, GVK EMRI is at its discretion may take action against such bidders and may forfeit the bid EMD and disqualify the offer of such bidder and black list the firm. In the event of information furnished by bidder is found to be false during the execution stage then GVK EMRI is at its liberty to cancel the works awarded other than forfeiting the performance guarantee executed against the contract and may blacklist the firm and recover losses and levy liquidated damages.

7. EARNEST MONEY DEPOSIT (BID GUARANTEE) :

- 7.1 EMD Amount is Rs. 50000/- (Rupees fifty thousand only)
- 7.2 The Earnest money shall be paid within the due date. The mode of payment of EMD is through any of the four e-payment modes mentioned in the e-Procurement Portal. For payment of EMD through e-procurement, please refer clause III of general terms and conditions (Invitation of Bids).
- 7.3 Tenders without accompanying the EMD will be rejected. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques will not be accepted. Any request for adjustment of amount due from GVK EMRI towards the EMD will not be entertained.
- 7.4 The Earnest Money so deposited will be liable for forfeiture, if the successful Bidder fails to execute the Contract Agreement within 15 days of formal intimation by GVK EMRI.
- 7.5 The EMD shall be refunded to all the bidders including successful Bidders after the successful Bidders execute the contract agreement within the prescribed time or if enquiry is dropped.
- 7.6 No interest or any other cost will be payable by GVK EMRI.
- 7.7 E-payment modes for tender processing fee & Earnest Money Deposit (EMD):
The bidder should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using any of the following payment modes:
 - Credit Card
 - Direct Debit
 - National Electronic Fund Transfer (NEFT)
 - Over the Counter (OTC)

8. DOCUMENTS COMPRISING THE BID :

- 9.1 The bidder shall submit bid sheets only for his service charges rendered and upload in **e- procurement portal**.
- 9.2 The bidder shall upload documentary evidences in e- procurement portal to establish that the bidder meets the qualifying requirements in accordance with clause mentioned in bid document and special conditions of contract if any.
- 9.3 The Earnest money deposit shall be uploaded / furnished in accordance with EMD clause.

10 Principle:

- 10.1** Employer to decide the wages as per minimum wages Act not by bidder.

11 FORMAT OF BIDS:

- 11.1 The Bidder shall upload all the documentary evidences in e-procurement portal website.
- 11.2 A copy of power of Attorney from the Bidder authorizing the person to sign shall accompany the Bid.
- 11.3 The Bid must contain the name, designation and places of business of the person or persons making the Bid. The name(s) of person(s) signing should also be typed or printed below the signature(s).

12 SUBMISSIONS OF BIDS:

- 12.1 The Bid shall be submitted in electronic form only.
- 12.2 Any Bid received after the dead line prescribed for submission of Bids will be rejected.
- 12.3 Further, no modification or withdrawal of Bid shall be allowed after the dead line. The Bids will be opened on the date & time noted in “Tender Inviting Bids” at GVK EMRI.

13 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall be kept valid for acceptance for a period of 90 days from the date of opening of Bids excluding the date of Bid opening.
- 13.2 In exceptional circumstances, the GVK EMRI may solicit the Bidder’s consent to an extension of the period of the validity. The request and the response there to shall be made in writing. A Bidder may refuse the request, but while accepting the request for extension of validity the Bidder will not be permitted to modify his Bid.

14 MODIFICATIONS AND WITHDRAWAL OF BIDS

- 14.1 In exceptional circumstances, the GVK EMRI may solicit the Bidder’s consent. The Bidder may modify or withdraw his bid after the bid’s submission, provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.
- 14.2 No bid may be modified subsequent to the deadline for submission of bids.
- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

15 OPENING OF THE BIDS & PRELIMINARY EXAMINATION:

15.1 The Bids will be opened on the specified date & time.

15.2 The Bidder's representatives who are present shall sign in a Bid opening register.

15.3 Tender Evaluation Committee will examine the Bids to determine whether they are complete, whether the Bidder satisfies the eligibility criteria, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order etc.,

16 EVALUATION OF THE TENDERS:

Tender Evaluation Committee will examine the Bids to determine whether they are complete, whether the Bidder satisfies the eligibility criteria, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order etc.,

17 THE TECHNO-COMMERCIAL EVALUATION:

17.1 For purpose of these clauses, a substantially responsive Bid is one which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

17.2 The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

- a) Payment of the EMD.
- b) Qualifying Requirements.
- c) Completeness of the offer to carry out all the works as per requirement.
- d) Technical requirements as per specifications, & confirming to all terms and conditions, without any deviations.
- e) Completion period.
- f) Acceptance for payment terms & confirming to all terms and other commercial conditions etc., as specified in the terms and conditions of the Bid.

18 OPENING OF THE PRICE BIDS & PRELIMINARY PRICE EVALUATION :

18.1 The price Bids of all the "Techno-Commercial" responsive Bids shall be opened in the presence of representatives (up to 2 persons per firm) of such Bidders who choose to be present.

18.2 The date and time of opening the price Bid will be intimated to all such qualified Bidders in the e-mode only.

18.3 The Bidders name, lumpsum Bid price, and any such other details will be announced in the price Bid opening.

18.4 The Rates in the Schedule of Prices (All the Schedules) shall be entered in Figures also.

19 EVALUATION OF THE PRICE BID:

The Evaluation Committee will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be done **on the basis of total cost**. All evaluated prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid. As result of this comparison; the lowest bid will be selected for the award of the contract.

20 DEVIATION IN TERMS OF PAYMENT:

No deviation in the clauses of the terms of the payment shall be accepted. Bids offered with different terms of payment are liable for rejection.

21 CONTACTING THE OWNER:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders through e-mode as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

22 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as GVK EMRI will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

23 AWARD CRITERIA:

SCM GVK EMRI, will place the work award on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. GVK EMRI shall be the sole judge in this regard.

24 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

GVK EMRI reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

25 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

GVK EMRI shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. GVK

EMRI will not be obliged to meet and have discussions with any bidders and or to listen to any representations

26 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing or fax, to be confirmed in writing that its bid has been accepted.

27 ISSUE OF CONTRACT ORDER:

27.1 Work award will be issued by the GVK EMRI on the firm declared L-1 by the Tender Evaluation Committee. Criteria of L-1 are based on services charge only subject to qualifying technically.

27.2 Whatever conditions of service specified or indicated in the Work award and technical specifications will be binding upon the Bidder.

28 TERMINATION OF CONTRACT:

The Contract is liable to be terminated at the absolute discretion of Head SCM GVK EMRI contract would be forfeited if:

- a. The services if found unsatisfactory.
- b. Breach of any terms of the contract
- c. If the agency fails to provide the services as per the agreed terms and if violates any of the terms of the contract.
- d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
- e. If the agency fails to make payment to his Staff within the time specified.
- f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.
- g. The decision of the GVK EMRI Karnataka shall be final as regards the acceptability of services provided.

F. OTHER TERMS AND CONDITIONS:

1. DEFINITION:

- 1.1 Premises mean Buildings, Road, SCM Stores, Canteen area, Open Area adjacent to buildings.
- 1.2 Campus means Entrance of the company Store Department, service Departments etc., inside and outside and entire open periphery area on the campus which is covered with the compound wall all over the institute campus with gates of various places.

2. DUTY POINTS AND LOCATIONS:

This function shall be performed by the Agency through their men on the basis of day to day and shift requirement as per the instructions of the GVK EMRI.

3. DEPLOYMENT:

Requirement is given in the Annexure-I

- 3.1 The name of the personnel deployed on the premises with their Bio-Data, Photograph, Police Verification Certificate etc., shall be
- 3.2 All the personnel deployed by the agency shall be well built, smart, neat and clean, well dressed in Uniform duly issued by the agency.
- 3.3 Adequate provision/ arrangement should be made against leave reserve, weekly off etc., by the agency well in advance. Personnel are required to function in Two shifts of 12 hours' duration each without break at the points continuing on over time duty beyond 12 hours should be avoided as far as possible other than on extreme emergency situation.
- 3.4 If Agency fails to provide personnel at any of the points desired by GVK EMRI, deduction at the rate of one and half times agreed rate per day/shift shall be deducted from the payment bill of the agency in case the man power shortage is frequent, the institute will have right to terminate the contract.
- 3.5 The personnel deployed by the Agency on contract should at least work for a period of six months and No frequent change of personnel shall be entertained for what so ever reasons.
- 3.6 The decision of the institute shall be final in the matter of withdrawal/removal if any of the personnel as desired by the GVK EMRI.
- 3.7 No accommodation shall be provided by the institute to personnel deployed by them for duties and it is the responsibility of the agency to provide the same at their own cost. Disablement, Death etc., while on duty as per the provisions of workmen compensation Act/ESIC etc., for which appropriate insurance policies are to be obtained by them.
- 3.8 The loss that institute may incur on the account of acts by omission or/and commission of the personnel deployed by the Agency will indemnified by the contractor and If the Agency fails to do so the cost for the same will be deducted from their bills.
- 3.9 At any point of time when checked at the site the contractor has to work with specified period, any absence in this regard as recorded by the GVK EMRI work shall be taken in to account and payment for the same shall be deducted @ rate applicable per day absence.

4. STATUTORY REQUIREMENTS:

- 4.1 The Agency shall comply with relevant labour laws, like minimum wages Act, employees provident fund and misc. provision Act, work men compensation Act, employees state insurance Act. Contract Labour regulation & Abolition Act and Bonus Act etc., If owing to the breach of any on the provision of these Acts on the part of the contract. The Agency shall indemnify for such loses if the agency fails

to do so on behalf of the principal employer and the same shall be deducted from Agency's bill.

- 4.2 Agency shall provide all related benefits under the following Labour law.
 - a. Minimum Wages Act, 1948.
 - b. Payment of Wages Act, 1936.
 - c. Contract Labour (Regulation and Abolition) Act, 1970.
 - d. Employees PF and Miscellaneous Provision Act, 1952.
 - e. Employees State Insurance Act, 1948.
 - f. Workmen's Compensation Act and related all Labourers Law and Rules pertaining to labourers.
- 4.3 Providing benefits as per above Laws to its employees is the responsibility of the qualifying tenderer itself. GVK EMRI will not be a party for any disputes arising out of non payments by the agency to its employees.
- 4.4 The Agency shall be responsible for compensation payable to the employee of the agency while on duty for injuries, death etc.

5. BILLING AND PAYMENT

- 5.1 The Agency shall be required to raise the monthly bill along with all required documents duly certified that so many personnel have been functioned at the points in shifts by first working day of month on receipt by the bill the GVK EMRI of the division will certify the bill as per the provisions of the contract and send their recommendation to the accounts division for payment shall be made within 45 working days.
- 5.2 The Agency is required to attach the following documents along with the bill failing which the same will not be considered for payment by the institute.
 - a. Attendance sheet of the personnel performed duties for the month duly certified by the GVK EMRI.
- 5.3 After the award of the contract the agency shall enter in to an agreement with the institute. This Agreement shall be executed on non Judicial Stamp paper of appropriate value and the cost of the Stamp paper etc., shall be borne by the agency.
- 5.4 This Contract will be initially valid for a period of one year and the institute reserves the rights to renew the contract for further requested period, in case the Agency fails to Execute the contract satisfactorily the institute has the right to terminate the agreement.

6. MONTHLY ATTENDANCE REGISTER.

- a) Attested copy of challan consisting details of EPF/ESI and Service Tax paid during previous month to the respective Govt./Central authorities along with the Employees details.
- b) Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.

- c) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
- d) Copy of Service Tax paid in the format ST-3 and TR-6.
- e) Each year during the month of December, Rs 6/-from each Contract Employees has to be deducted towards labour welfare fund and a contribution of Rs.12/- (each) from the contract agency side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

Note: Agency should open Bank Account for all deployed employees and monthly Salary should be paid through Bank Account of the employees only. Bank Account details for having remitted the salary to employees account shall be submitted along with the monthly bill.

7. GENERAL TERMS AND CONDITIONS/MISCELLANEOUS:

- 7.1 The contract will be principal to principle and cannot be either transferred or assigned to any other agency. The personnel deployed by the agency will be the sole responsibility and liability of the Agency and they will be employees of the Agency only No such personnel of the Agency either the during contract validity period or on the expiry or on termination of the contract can claim employment or any other benefits from GVK EMRI, for whatsoever reason.
- 7.2 The personnel deployed by the Agency will not become members of any Trade union or any other such organization, moreover these personnel shall not the right to terminate the contract as deemed fit after giving the Agency 15 days' notice for initiating corrective action in such situation the institute may engage another Agency as the contractor's risk and cost in any case the contractor shall replace the personnel in a frequency of 30 days without any further instructions from GVK EMRI.
- 7.3 The successful Agency should be capable of providing Personnel required within fifteen days from the date award of the contract failing which the institute is liable to forfeit the EMD account period by the agency along with the Tender.
- 7.4 The personnel deployed by the Agency shall not engage themselves in any undesirable activities whether within or outside the premises of Organization which even they are deployed.
- 7.5 All the disputes if any subject to Bangalore jurisdiction only.
- 7.6 After the award of the contract the agency shall enter into an agreement with the institute. This agreement shall be executed on non-judicial Stamp paper of approximate value and the cost of the stamp paper etc., shall be borne by the Agency.
- 7.7 The terms of the deployment/providing Manpower services will be for the period of One year.

7.8 For the successful Tenderer the rates quoted by the firm only are applicable and shall be not entitled for any other charges.

8. AGREEMENT

The successful Bidder shall furnish an agreement on Rs.200/- stamp paper in the prescribed format within 15 days from the date of letter of award. The Successful Tenderer shall also furnish the correct details of Employees name, EPF/ESI Account Nos, within 15 days from the date of letter of award, failing which the award/Tender will be cancelled and Bidder is liable to be blacklisted apart from forfeiting EMD.

9. The Successful Bidder shall submit Security Deposit of 5% of the Total tender value in the form of D.D. drawn in favor of GVK EMRI, Bangalore, or shall submit Bank Guarantee from any nationalized bank within 15 days from the date of award of contract.
10. The Successful Bidder shall submit the monthly bill in duplicate with authenticated seal and signature for payment.
11. Payment will be 45 days from the date of submission of original invoice.
12. The Bidder shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.
13. The Contract Employees engaged by the firm/agency will be the Employees of Contract Agency and at any cost they will not be considered as employees of GVK EMRI.
14. In case of any accidents, injuries etc to the engaged Contract Employees of the agency, compensation shall be payable by the contract agency only and GVK EMRI is not responsible in any way.
15. In case the Tenderer, subcontract the tender to other contract agency, such Tenderer will be terminated by giving 7 days' notice. Any loss on account of such acts to GVK EMRI shall be borne entirely by the agency itself.
16. The qualified Tenderer should pay the minimum wages to their employees who are deployed to the GVK EMRI for the duty as per the Minimum Wages Act. The firm should have a system of arranging payment to their employees through cheque.
17. The qualified Tenderer shall maintain proper record /register as required under the contract labour (Regulation & Abolition) Act 1970 & rules and other relevant enactment's thereon. The records/registers shall be produced for verification/inspection as and when required by GVK EMRI, Central & State Government Agencies.
18. The Bidder shall undertake to comply all the terms and conditions of the tender.
19. In case of any disputes arising out of this tender, the same shall be redressed in the Bangalore jurisdiction court by both parties.

20. DISPUTE:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which the same shall be referred to the GVK EMRI, Bangalore whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction. In case of any dispute

between the Contractor and the engaged personnel, GVK EMRI will not be a party and this has to be settled by the contractor himself at his own cost.

20. RISK –PENALTY AND RIGHTS:

- 20.1 GVK EMRI reserves the right of discontinuation at any time with or without intimation or prior notice for violation of any of the terms and conditions of the agreement.
- 20.2 Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of award and if any attempt by the Tenderer is made such Tenders will be disqualified.

Section – 1: Scope of Services of personnel's

1. Total No of Personnel (Security)	11 No.
2. Age Group of Personnel	Should be between 25 and 50 years Only
3. Read and write ability	Kannada language is a must, English, Hindi etc., is desirable should possess average intelligence to Security etc.,
4. Duties	<p>a) Duties should never exceed 8 hours at a time continuous shift by the same person beyond 8 hours should be avoided.</p> <p>b) When Personnel need to engaged on over time If should be only on extreme emergencies/Exigencies in any care guard should not continue from night shift to the first shift on over time for what so ever reason.</p> <p>c) Odd duties/shifts may be required on exigencies which are to be provided at no extra cost.</p> <p>d) Should be able to change/provide additional men within a day's notice. Absenteeism must not exceed more than 2% a month</p>
5. Responsibilities	<ul style="list-style-type: none"> • Without prejudice of the responsibilities of the agency as mentioned in the insuring clauses, the agency shall in particular required to render to services follows and shall make all arrangements incidental there too on the campus: • Security/Protection of the Company personnel, Property and assets movable and immovable including Vehicles etc., from damage by unwanted/ anti-social elements. • Checking of locks of all the building rooms, stores, etc., and switch off/ on all lights, fans, and Power points etc., as required. • Proper checking of all the incoming/ outgoing materials by keeping proper records of gate pass system for men and material movements, outgoing materials shall only be allowed through the authorized gates duly checking official gate passes issued by the GVK EMRI concerned. • Controlling the movement of vehicles through proper traffic control and managing the parking areas for vehicles. • Controlling the movement of Visitors and employees and maintenance & proper records and vigilance on the same at the campus. • Performance of proper watch and duties through guarding

	<p>and intensive patrolling on the area specified by the GVK EMRI of the security from time to time with a view to complete the assigned task of security functions.</p> <ul style="list-style-type: none"> • Performance of escort duties including the cash during transit if required. • Maintenance of fire points and first aid treatment. • Any other security functions required as per the instructions of the GVK EMRI
<p>6. Eligibility Criteria</p>	<ul style="list-style-type: none"> • Must not be below 24 years and not above 50 years of age. • Must have experience in the capacity of Security for a minimum period of one (1) year. • Must have good antecedents. • Should render professional services by deploying their Person in shift duties, round the clock i.e 24 Hrs a day.
<p>7. Responsibilities of the Contractor</p>	<ul style="list-style-type: none"> • Shall provide full uniform with Name plate Badge to the Security deployed. • Shall provide torches to the Security who performs duty in night shift. • Shall provide lathis and whistles to the Security deployed by it. • Shall refrain from continuing the duty of a Security deployed from shift to shift which is strictly prohibited. Under no circumstance the Security shall work for more than one shift in a day. • The Security should not be changed frequently and in case of such change, it should be done in consultation with concerned authorities.

	<ul style="list-style-type: none">• He/she will be present in the institute morning at 7.00 AM.• He/she will supervise all deployed Security. He/she will maintain the attendance register of Security and obtain counter signature of the concern Person of the company every day.• He/she will supervise the work done by Security everyday and report to the Concern Dept.• He/she will make alternative arrangements whenever there is absence of Security.• He/she will maintain the duty roaster for posting of Security.• He/she will be the responsible person to post required Security for all the 3 shifts.• He/she will prepare the duty roster of Security for the next month for all the three shifts and submit it to concern dept. in advance i.e., end of every month.• He/she will make alternative arrangements before going on leave under intimation to concern dept.• He /she will enquire periodically the heath of Security and guide them about the ESI services.
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Note: All employees deployed by the agency should wear the Uniform & ID Cards.

Section - 3: Terms and Conditions of the Contract

Clause.1: Definitions:

“**Employer**” means GVK EMRI authorized representative;

“**Company**” means GVK EMRI , located S.T.D.C Housing Board Colony, Basaveshwaranagar Entrance Opp to Govt Unani Medical College, G.M.S Compound, Magadi Road. Bangalore 560 079.

“**Personnel**” means the Security deployed by the Service Provider;

Clause.2: The Service Provider shall employ Forty Three (43) able bodied, medically fit personnel to work as Security, male/female, of which one will be the Supervisor who will take day to day instructions from the Employer or his representative regarding the Services.

Clause.3: The Service provider shall provide extra personnel (over and above Six), if desired by the Employer under the same terms and conditions.

Clause.4: The Service Provider shall get the credentials (character and antecedents) of the personnel verified by the police and get the report.

Clause.5: The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), and telephone number if available for record by the Employer.

Clause.6: The persons so deployed shall not be below 21 years. They will perform their duties to the satisfaction of the Employer. The Service Provider or his representative will report at least once in a week to the Employer for co-ordination.

Clause.7: In case of long and unauthorized absence of any of the personnel, the Service Provider shall take immediate steps for replacement to ensure that the work of Security staff will not suffer.

Clause.8: The Service Provider will be responsible to ensure maintenance of Company decorum and discipline by the personnel provided by him. In case of persistent misbehavior of any of the personnel, the Service Provider shall provide a replacement on receipt of complaint by the Employer.

Clause.9: Field officer of the Service Provider should visit the Company of the Employer at least once a fortnight and check the working of their personnel and monitor their performance.

Clause.10: The personnel employed by the Service Provider will be in the employment of the Service Provider only and not of the company. They will not have any claim what so ever in case of filling of regular posts, if any, by the Project.

Clause.11: If personnel provided by the Service Provider to the Company are found to be indulging in any undesirable or unfair activities in the Company premises, the Service Provider

will solely be responsible for all the consequences, apart from, liberty of the Project to lodge a complaint before appropriate authorities.

Clause.12:The personnel deployed by the Service Provider shall be covered like Minimum Wages, ESIC, EPF, Gratuity and Bonus etc. are constant and as per Minimum Wages Act 1948 Karnataka Rules.

Clause.13:The Service Provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labor Laws.

Clause.14: The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with copy to the GVK EMRI authorities for record. It is also his responsibility to ensure compliance of any requirement by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the accounts.

Clause.15:The Service Provider shall pay the personnel at the rates as may be fixed by the GVK EMRI from time to time. This amount would be paid to the personnel by Bank account only (on the basis of attendance maintained) after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 7th of every Month. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

Clause.16:The Service Provider shall deposit the Employer's contribution of PF, ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.

Clause.17:The Service Provider shall submit his invoice for the month before the 10th of the next month. The invoice shall give the following details:

1. Salary for the personnel based on attendance at the rates as may be fixed by the Project Administrator from time to time per month of 30 days less the employees contribution of PF and ESI) supported by attendance sheet;
2. Employees contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;
3. Uniform allowance for the personnel (as per tender);
4. Service Provider's fees computed on the total of 1 to 3 above;
5. GST payable if any at the current rates on the total of 1 to 4 above.

Clause.18: Every effort would be made to ensure that the payment to the Service Provider is made within 45 days of the submission of the Invoice complete in all respects and supported by the documents as detailed above. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall only be responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The Service Provider should have ample financial resources to meet such exigency for a period of at least three months.

Clause.19:The Annual Statement of Accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner shall be furnished to each of the personnel with copy to the Employer.

Clause.20:The Service Provider who is entrusted with the task of providing personnel for Security will be solely responsible for the maintenance of cleanliness of the organization. If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, this Contract will be terminated by issue of one month's notice. No claim what so ever would be entertained. The decision of the Employer would be final and binding.

Clause.21:This Contract would be for a period of One year from the date of execution. It could be extended for an additional period of maximum 6 months to One year on the same terms and conditions by mutual consent.

Clause.22:Any dispute arising out of this Contract shall be resolved by taking recourse to mutual amicable settlement in the first instance, failing which the dispute will be subject to Bangalore Jurisdiction. In case of dispute being referred to the court, the Employer shall withhold payments to the Service Provider till the dispute is settled.

CHECK LIST- ANNEXURE-I

Documents To Be Uploaded Along With Tender
(UPLOAD THE PAPERS IN FOLLOWING ORDER)

FIRST COVER – TECHNICAL BID

Sl. No.	Particulars	Yes / No	Page No.
1.	Submit Duly signed (with stamp) tender documents to be uploaded. (otherwise treated as cancelled or rejected)		
2.	Company Profile		
3.	Certificate of Registration of establishment issued by Department of Labour		
4.	EPF Registration certificate and EPF paid details for year 2016-17& 2017-18 with copies of challans		
5.	ESI Registration certificate (where-ever applicable shall be produced). ESI paid details with latest challans for the year 2016-17 & 2017-18.		
6.	Service Tax registration allotted by tax authorities. Service tax paid details with latest challans for the year 2016-17 & 2017-18..		
7.	The bidder must have the experience for providing specified similar services in the last three years (2015-16, 2016-17 & 2017-18.) to any Government Organizations/ Organizations (Satisfactory Work Done Certificates should be submitted)		
8.	If the bidder has been a Rate Contract holder of this institute performance certificate issued by our institute should be uploaded without fail. Failing which your tender may be rejected.		
9.	The bidder must not have defaulted in providing similar Man power services against previous work award. Notarized declaration in this regard shall be uploaded.		
10.	The Bidder should not have been blacklisted as on date of bid opening. Notarized Self Declaration in this regard shall be uploaded.		
11.	The Bidder should not have any cases pending against him regarding non-payment of EPF & ESI etc., Notarized Declaration in this regard shall be uploaded.		
12.	Annual Turnover Statement for last 3 years Certified by Chartered Accountant		
13.	Latest I.T. Returns		
14.	Latest P.T. Clearance		
15.	Bidders PAN Card		
16.	TIN/VAT/GST Registration Certificate		
17.	License to engage in business of private man-power agency issued by the Police Department		
18.	ISO Certificate if any		

Signature of the Tenderer,
Authorized Signatory,
Name

DesignationSeal.....

Details of Taxes, PF and ESI Contribution Paid for Financial Year 2015-16, 2016-17, 2017-18,

A) Income Tax

PAN Number	
Income tax return filed for the financial year 2015-16, 2016-17 and 2017-18	

B) Employees Provident Fund (EPF)

Sl. No	Particulars	Code No.	Total Amount Paid
01	Payment towards EPF for the year 2015-16, 2016-17 and 2017-18		
	Total		

C) Employees State Insurance Corporation (ESIC)

Sl. No	Particulars	Code No.	Total Amount Paid
01	Payment towards ESIC for the year 2015-16, 2016-17 and 2017-18		
	Total		

D) Service Tax (GST)

Sl. No	Particulars	Code No.	Total Amount Paid
01	Payment towards Service Tax paid GST for the year 2015-16, 2016-17 and 2017-18		
	Total		

1. Attach Proof of Payment challans towards (a) (b) (c) and (d)

Signature with seal

ANNEXURE – II
FINANCIAL BID

For Security Services

I. Name of Tenderer: -----

II. Address with Telephone No and Email:-----

Format of Financial Bid

SI No	Security Services For GVK EMRI, Bnagalore.	Rate
1	Service Charges On Bill for 11 Persons	
2	Service Tax	
	Grand Total Rs.	

* The above rates are inclusive of Service charge, GST

Signature of authorized person

Date:

Full Name:

Place:

Company's Seal:

Annexure III

PERFORMANCE SECURITY BANK GUARANTEE FORM

To:
Head of SCM Dept,
GVK EMRI,
Bangalore

WHEREAS (Name of Supplier/Company/Firm)

hereinafter called "The Service Provider/The Supplier" has undertaken, in pursuance of Contract No..... dated, 20... to give security Service
.....(Description of Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Firm's/Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the /Firm's/Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Firm/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 limit 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20....

Address:

ANNEXURE-IV

DECLARATION

1. I, Son / Daughter of Shri
..... Proprietor / Partner / Director / Authorized
Signatory of is / am competent to sign this declaration
and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Date: Full Name:

Place: Company's Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the company,
Should be enclosed with Technical Bid.