

TENDER No. KIN/II/4(ii)/2018-19

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION

TRIVANDRUM

(A Statutory Body of Government of Kerala)

PRE-QUALIFICATION TENDER DOCUMENT

For

TENDER FOR PROVIDING SECURITY SERVICES ON CONTRACT BASIS

For

KINFRA Corporate Office at Thiruvananthapuram and various PARKS AND SITE OFFICES at

Wayanad, Kannur, Kozhikode, Palakkad, Thrissur, Ernakulam, Pathanamthitta, Kollam

And Thiruvananthapuram districts

Issued to:

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, TRIVANDRUM

(A Statutory Body of Government of Kerala)

Pre-Qualification - TENDER No. KIN/II/4(ii)/2018-19

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KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, TRIVANDRUM

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BRIEF INFORMATION ON BID DOCUMENT

Sealed tenders are invited under two cover system from registered Security Agencies having at least 200 security guards on their role and minimum 5 years' experience in providing security services in central/state government Department, public sector companies/undertaking, Autonomous Bodies etc. for providing security Services in various offices/parks located all over Kerala under Kerala Industrial Infrastructure Development Corporation, Trivandrum on contract basis for a period of two years with effect from 1st January 2019.

1.	Name of Work	Tender for providing of Security Guards/ Supervisors/one Coordinator cum Caretaker for KINFRA various site offices/park offices all over Kerala
2.	Earnest Money Deposit	Rs.1,00,000/- by way of Demand Draft from a Scheduled/Nationalized Bank drawn in favour of Managing Director, KINFRA payable at Thiruvananthapuram
3.	Tender fee (nonrefundable)	Rs.7,500/- + GST @18%
4.	Date of sale of Tender document	From 6 th December, 2018
5.	Last date for submission of Tender document	19/12/2018 till 2 pm
6.	Date of opening of Technical bids	19/12/2018 at 2.30 pm
7.	Security Deposit	5% of Annual quoted value

The tenders in sealed covers superscribed "Tender for Security Services" should reach the Office of Managing Director, Kerala Industrial Infrastructure Development Corporation, T.C.31/2312, Sasthamangalam, Thiruvananthapuram - 695 010 on or before 2 pm on 19.12.2018. Any tender received after the due date and time will be rejected.

The tender document(s), may be downloaded free of cost. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids. However, Tender Processing fee (Nonrefundable) of Rs. 7, 500/- + GST @ 18% in the form of DD drawn from a scheduled bank in favour of MD, KINFRA payable at Trivandrum shall be submitted along with the bid in a separate cover superscribing "Tender fee for Security Service".

The tender should be submitted in two separate covers

1) Technical bid along with DD for EMD of Rs. 1,00,000/- drawn in favour of MD KINFRA payable of Trivandrum should be kept in a separate cover superscribing "Technical Bid for Security Services".

2) Financial bid

Financial bid shall be kept in a separate sealed envelope superscribing "Financial Bid for Security Services" and both the covers (Technical and Financial) to be put in a bigger sealed envelope superscribing "Tender for Security Services" with sender's address properly affixed on each envelop and addressed to Managing Director, KINFRA at the address given above.

Note: The tenders completed in all respect must be received in the Office of Managing Director, Kerala Industrial Infrastructure Development Corporation, T.C.31/2312, Sasthamangalam, Thiruvananthapuram - 695 010 before due date and time indicated above. The tenders received after the scheduled date and time will be rejected outright. As this is a two cover system-technical bid and financial bid are to be submitted as per the instructions given in the Tender Documents.

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, TRIVANDRUM

(A Statutory Body of Government of Kerala)

TENDER No. KIN/II/4(ii)/2018-19

NOTICE INVITING TENDER

Earnest Money Deposit : Rs. 1, 00,000/-
Tender Cost/ Fee : Rs.7, 500/- + GST @ 18%

1. Kerala Industrial Infrastructure Development Corporation, Trivandrum invites sealed tenders under two cover bid system (Technical Bid and Financial Bid) from competent reputed and experienced registered Security Agencies for providing Security Guards, Security Supervisors and one Coordinator cum Caretaker for KINFRA's various site offices, Park Offices and Head Office located all over Kerala.

2. Sealed bidding documents (Technical Bid and Financial Bid along with EMD) dully filled in as per instructions in the Tender document should be addressed to Managing Director, Kerala Industrial Infrastructure Development Corporation (KINFRA), Sasthamangalam, Trivandrum-695010 and must be dropped in the tender box placed at reception counter of Head Office of Kerala Industrial Infrastructure Development Corporation, Sasthamangalam, Trivandrum latest by 2.00 pm on or before 19.12.2018.

3. Tender documents may be collected from the Head Office of KINFRA on payment of tender cost of Rs.7500/-+GST @18% through Demand Draft drawn in favour of “Managing Director, KINFRA” payable at Trivandrum, on any working day between 10 am and 5 pm from 06.12.2018 to 18-12.2018 and up to 1 P.M. on 19-12-2018

4. The tender document may also be downloaded from this office website www.kinfra.org Those Bidders who download the tender document from the office website should remit the tender fee/cost through DD of **Rs. 7,500/- + GST @ 18%**. The downloaded bidding documents properly filled in should accompany DD for Tender cost and EMD.

5. The technical bid shall be opened in the conference room, Head Office of KINFRA at Sasthamangalam, Trivandrum on 19.12.2018 at 2.30 pm by the committee authorized by Managing Director, KINFRA in the presence of those Bidders or their authorized representatives who may wish to be present. The financial bids of only those Bidders whose Technical Bids are accepted, shall be opened by the committee authorized for the purpose. The date, time and venue of opening of financial bid shall be intimated to the technically qualified bidders.

6. Managing Director, KINFRA reserves the right to reject any or all the bids/bidders without assigning any reason and the decision of MD, KINFRA shall be final and binding on all bidders.

Managing Director
KINFRA

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, TRIVANDRUM

(A Statutory Body of Government of Kerala)

TENDER No. KIN/II/4(ii)/2018-19

BID SUBMISSION FORM

LETTER OF BID

To
Managing Director,
Kerala Industrial Infrastructure Development Corporation,
KINFRA House, 31/2312,
Sasthamangalam, Trivandrum-695010.

Sir,

Ref:- Invitation of bids - TENDER No. KIN/II/4(ii)/2018-19

I/We, the under signed declare(s) that:

1. I/We have examined and have no reservations to Bidding Documents, including addenda, if any, issued in accordance with instructions to Bidders.
2. I/We offer to execute in conformity with the bidding documents for providing Security services for the offices of Kerala Industrial Infrastructure Development Corporation located all over Kerala.

3. My/Our bid shall be valid for 120 days from the date fixed for the bid submission dead line in accordance with the Bidding Documents and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
4. If my/our bid is accepted, I/we commit to submit a security deposit as prescribed in accordance with the bidding documents.
5. I/We also declare that Government of Kerala/India or any other Government Body has not declared me/us ineligible or black listed me/us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the conditions that you are not bound to accept the highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory,

(Authorized person shall attach a copy of authorization for signing on behalf of bidding company with full Name and Designation, to be printed on Bidder's letter head)

TENDER No. KIN/II/4(ii)/2018-19

Instructions to the Bidders

1. General Instructions:

- a. This is a Two Bid system comprising of Technical Bid and Financial Bid. The Technical Bid should accompany a DD for Rs.1, 00,000/- (Rupees One lakh only) towards Earnest Money Deposit (EMD), drawn in favour of “Managing Director, KINFRA” payable at Trivandrum, failing which the tender will be summarily rejected.
- b. Tenders are invited on behalf of the Kerala Industrial Infrastructure Development Corporation. For bidding/tender document purpose, Kerala Industrial Infrastructure Development Corporation shall be referred to as “KINFRA” and bidder/successful bidder shall be referred to as “Security Agency” and /or “Bidder” interchangeably.
- c. The sealed bidding documents should be dropped in the tender box placed at the reception counter of Head Office of Kerala Industrial Infrastructure Development Corporation, Sasthamangalam, Trivandrum by the stipulated date and time. Tender documents may be collected from the Head Office of KINFRA on payment of tender cost/fee of Rs.8850 excluding GST through Demand Draft in favour of “Managing Director, KINFRA” payable at Trivandrum on any working day between 10 am and 5 pm from 06-12-2018 to 18-12-2018 and up to 1 Pm on 19-12-2018 . Sealed tenders should be super-scribed with tender number and the opening date.

- d. The tender document may also be downloaded from this office website www.kinfra.org. Those Bidders who wish to download the tender document from the office website should furnish the tender cost/fee of Rs.8850 (including GST) through Demand Draft along with bidding documents and EMD.
- e. While all efforts have been made to avoid errors in the drafting of tender documents, the Bidders are advised to check the same carefully. No claim on account of any errors detected later in the tender documents shall be entertained.
- f. Each page of tender document must be stamped and signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the documents not so signed is liable to be rejected at the discretion of KINFRA. No page should be removed/detached from this bidding document.
- g. The Bidder shall attach the copy of the authorization letter/Power of Attorney as proof of authorization for signing on behalf of the Bidder.
- h. All Bidders are hereby explicitly informed that conditional offers or offers with deviation from the conditions of bid/tender, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- i. For all purposes of the contract including arbitration thereunder, the address of the Bidder mentioned in the bid shall be final unless the Bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to KINFRA. The Bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

- j. The requirements of security personnel is tentative and may increase or decrease at the sole discretion of KINFRA.
- k. Any tender received after the due date and time will be summarily rejected.
- l. More than one tender cannot be submitted by a Bidder.
- m. Any modification in terms and conditions of the tender document shall be treated as a major modification and the tender will be rejected.
- n. The EMD of the successful Bidder will be converted and treated as interest free Security Deposit and the balance is to be remitted by him.
- o. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
- p. The Bidder shall submit only the original tender document issued by KINFRA or the one downloaded from KINFRA website. Copies of the tender documents will not be considered and will be treated as invalid.
- q. This document outlines KINFRA's expectation in relation to the tender to be submitted by the Bidder. No legal or other obligation shall arise in KINFRA's name unless and until the agreement has been formally executed between KINFRA and successful Bidder and any conditions precedent to the effectiveness of such Agreement have been fulfilled. KINFRA shall not be obliged to appoint the Bidder and reserves its right not to proceed with the selection Process and to withdraw from the Process, or to take any other decision thereof, at any time at its absolute discretion.

- r. Annexure(s) of this tender form shall form an integral part of the document and shall be read along with this tender document.
- s. The Bidders may visit Manager (Admin-in-charge), Head Office, KINFRA and clarify details, if required, prior to submitting their bids.
- t. The Bidder who does not meet the Minimum Eligibility Criteria shall be considered as DISQUALIFIED and his Financial Bid shall be returned unopened.
- u. The work awarded shall not be subcontracted or assigned. In case KINFRA finds, at any point of time during the period of contract, that the work undertaken by the Security Agency has been subcontracted or assigned, the same will be treated as violation of the agreement, liable for legal action, termination of contract, forfeiture of EMD, Security Deposit and disqualification from future tenders to KINFRA.
- v. The Security Guards/Supervisors employed by the Bidder/Security Agency should be physically fit and should be free from contagious/communicable diseases and should have normal vision. Medical certificate in this regard should be furnished before the engagement of his personnel. They should not have been involved in any police/criminal cases.
- w. Supervision and control of the security Guards and Security Supervisors will have to be done by the Security Agency and KINFRA shall have the right to verify whether proper supervision and control has been done. In case of complaints, the Security Agency shall take immediate action including replacement of the concerned Security Guards/Supervisors.

2. Minimum Eligibility Criteria:

2.1 The following shall be the minimum eligibility criteria for selection of Bidders technically:

a	Location	The bidder should be well- established security agency either based in Kerala or having operations in Kerala with minimum 5 years' experience in this field.
b	Legal Valid Entity	<p>The bidder should have a valid licence issued by the Government of Kerala as per the Private security Agencies(Regulation) Act, 2005/Kerala Private security agencies rules-2010, The Contract Labour (Regulation and Abolition) Act, 1970, Kerala shops and commercial establishment Act.</p> <p>The bidder may be Proprietary Firm, Partnership Firm, Limited Company, LLP, Corporate Body legally constituted, processing required licence and registration valid for at least 12 months from the date of opening of the tender.</p> <p>Joint venture or Consortium of companies are not acceptable.</p>
c	Registration	<p>The security agency should have ESI and PF registrations in Kerala. (Attested certificate establishing this criteria shall be submitted.)</p> <p>The Bidder should be registered with the Income Tax, and also under the Labour Laws, Employees' Provident Fund Organization, Employees' State Insurance Corporation in addition to any other statutory registration prescribed by the Government.</p> <p>The security agency must have GST Registration and PAN Number.</p> <p>Agency must have ISO Certification from an approved agency.</p>
d	Clearance	<p>The Bidder should also have clearance from GST and Income Tax departments.</p> <p>Relevant proof in support shall be submitted like copy of latest IT returns, GST 3 returns.</p>
e	Experience	<p>During the last 5 years, the bidder should have provided Security Services with a minimum staff strength of 500 staff per day, to at least one Central/State/PSUs/Reputed Private Corporate for a continuous period of two years. (Attested/Original Certificates establishing this criteria shall be submitted).</p>
f	Turnover	<p>The bidder should have achieved an average annual turnover of Rs.500 Lakhs during the last three preceding financial years ending 31.03.2018. (Attested/original Turnover / Balance Sheet & P&L issued by Chartered Accountant shall be submitted).</p>

2.2 Documents supporting the Minimum Eligibility Criteria:

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2.1 (a) & (b), attested copy of Certificates of Incorporation issued by the respective Registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2.1(c), attested copies of PAN, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2.1(d), attested copies of latest (2015-2016, 2016-17 & 2017-18) Income Tax and GST returns.
- (iv) In proof of having adhered to minimum eligibility criteria at 2.1(e), attested copy of experience certificate(s) for completed security services issued by the Govt./PSUs/Autonomous Bodies/Public Companies/Bank/ Government Department/Public or Private organization of repute shall be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2.1(f), attested copy of the audited balance sheets along with P/L account for the completed three financial years ie., for FYs 2015-2016, 2016-17 & 2017-18 shall be acceptable.

General Instruction

3. Earnest Money Deposit:

- a. The bids should be accompanied by an EMD of Rs.1, 00,000/-(Rupees One Lakh only), refundable without interest in the form of Demand Draft of any scheduled bank in favour of MD, KINFRA.
- b. No request for transfer of any previous deposit of EMD or Security Deposit or adjustment against any pending bill held by KINFRA in respect of any previous work shall be entertained.
- c. The bids without EMD shall be summarily rejected.
- d. The EMD may be forfeited:
 - If the bidder withdraws his bid during the bid validity period specified in the bid document ; or
 - In case of successful bidder fails to execute the agreement within 10 days from date of award of contract
 - .Fails to sign the contract in accordance with the terms of the tender document
 - Fails to furnish required Security Deposit in accordance with the terms of tender document within the time frame specified by KINFRA and

4. Validity of Bids:

The tender shall remain valid for acceptance for a period of 120 days from the date of submission of the tenders. If the Bidder withdraws his tender before the said period or makes any modification in terms and conditions of the tender, then KINFRA will have the right to reject his tender and forfeit the said EMD.

5. Preparation of BIDS:

5.1 Bids and all accompanying documents shall be in English. Technical and Financial Bids should be prepared as per instructions in the Tender Document. Tender document should be signed and stamped on all the pages. EMD and all the attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred to in Para: 2.2 should be provided. It is to be ensured that the Questionnaire Sheet (General Information of Security Agencies) is duly filled up.

6. Procedure for submission of tenders:

6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (1) Technical Bid super-scribed as **“Technical BID for Tender No. KIN/II/4(ii)/2018-19”** with the name and address of the Bidder and (2) Financial Bid, clearly super scribing **“Financial Bid for Tender No. KIN/II/4(ii)/2018-19”** with the name and address of the Bidder, and both envelopes shall be kept in another single sealed envelope and duly super-scribed **“Tender no. KIN/II/4(ii)/2018-19”** with the name and address of the Bidder indicated on the cover

6.2. The bid shall be dropped in tender box not later than 2.00 pm on 19.12.2018 addressed to Managing Director, KINFRA, Sasthamangalam, Trivandrum - 695010.

6.3. Any bid received after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the Bidder.

7. Bid Opening Procedure:

7.1 The technical bid shall be opened in the conference room of KINFRA, Head Office at Sasthamangalam on 19.12.2018 at 2.30 pm by the committee authorized by the Managing Director, KINFRA in the presence of Bidders or their authorized representatives who may wish to be present.

7.2 The financial bids of only those Bidders, whose technical bids are qualified, will be opened by the committee authorized for the purpose. The date, time and venue of opening of financial bid shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the bids.

7.4 Absence of Bidder or his representative shall not impair the legality of the opening procedure.

7.5 All the Bidders or their representatives present shall be required to sign on the main bid envelop to ensure the correctness of the bid.

7.6 After opening the cover of Technical Bids and verifying the EMD amount, the technical bid shall be evaluated later to ensure that the Bidders meet the minimum criteria as specified in the tender document.

7.7 Bid shall be declared as valid or invalid based on preliminary scrutiny, ie. Verification of EMD, by the Tender Opening Committee. However detailed evaluation shall be done only in respect of Valid Bid.

7.8 The date fixed for opening of bid, if subsequently declared as holiday by the Govt. /KINFRA the revised date of schedule will be notified. However, in the absence of any such notification, the bid will be opened on the next working date at the same time and venue.

8. Clarification of Technical Bid Evaluation:

8.1 The technical bid shall be evaluated based on the documents submitted by the Bidder. KINFRA may, at its discretion, ask any Bidder for any clarification on his bid to facilitate examination, evaluation, and comparison of the bids and or the bidders. Any clarification submitted by the bidder that is not in response to a request from KINFRA shall not be considered. The KINFRA's request for clarification shall be in writing.

8.2 If a Bidder does not provide clarification on his bid by the date and time set in the KINFRA's request for clarification, his bid is liable to be rejected.

9. Financial Bid preparation, opening and evaluation procedure:

9.1 The Financial bid need not contain the wages/salary of their security staff as KINFRA will pay the consolidated fixed notified gross salary as in Annexure-A, to the Security Agency(Gross salary is inclusive of minimum wages, EPF and ESI contribution, bonus under the payment of Bonus Act and the minimum wages payable to the Security Agency as notified by Government).

9.2 Absence, beyond the statutory leave admissible under Shops and Commercial Establishments Act will attract deduction of monthly gross salary on pro-rata basis.

9.3 All payments to the employees of the Security Agency should be made by the Security Agency only through the bank account of the employees.

9.4 Premium paid for insurance coverage under Employees' Compensation Act for employees not covered under ESI Act will be reimbursed by KINFRA at actuals.

9.5 Security Agency shall submit proof of remittance of EPF, ESI and payment of Bonus each month and payment of salary before 30th of each month for ensuring payment for next month.

9.6 GST as admissible will be paid extra.

9.7 The Bidder should offer his competitive quote of administrative charges/service charges and supervisory charges as a single line head in percentage of the total salary payable by KINFRA to the Security Agency per month for the services rendered. (Example: If the administrative/service/supervisory charges quoted is 3% and the total salary payable in January is Rs.1, 00,000/-, the Security Agency will get Rs.3000/- for the month of January as Administrative /service charges).

9.8 The financial bids of all the technically qualified Bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

9.9 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bids. In the case of authorized representative, he should bring the authorization letter from the Bidder/Security Agencies.

9.10 The Administrative charges/service charges/supervisory charges, as indicated in the financial bid of each Bidder shall be read out on the spot. If there is any discrepancy between words and figures, the amount in words shall prevail.

10. Right of Acceptance:

- a. KINFRA reserves all rights to reject any bid including the ones submitted by Bidders who fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of the Managing Director, KINFRA shall be final and binding.
- b. Any failure on the part of the Bidders to observe the prescribed procedure and any attempt to canvass for the contract work and influence the selection process shall render the Bidders concerned liable for rejection.
- c. MD, KINFRA has the right to award the work to one or more agencies for administrative convince.
- d. In case of failure to comply with any of the said provisions/terms and conditions by the successful bidder who has been awarded the contract, MD, KINFRA reserves the right to award the contract to the next higher bidder or any other outside agency and recover the difference of price/cost/quote or loss from the defaulted bidder who has been awarded the contract initially and this will be binding on the Bidders.

- e. KINFRA may terminate the Contract if it is found that the Bidder/Security Agency is black listed on previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public Sector undertakings etc..

11. Notification of award by issuance of “Letter of Acceptance”

- a. After determining the successful evaluated Bidder, KINFRA shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to KINFRA duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same in token of acceptance of the terms and conditions.
- b. The issuance of the Letter of Acceptance to the Bidder shall constitute an integral part of the Contract and it will be binding on the Security Agencies.

12. Notice to Proceed:

After the acceptance of the LOA and receipt of security deposit from the successful Bidder, KINFRA shall issue the “NOTICE TO PROCEED”, to the Security Agency authorizing him to deploy Security Guards/Supervisors in the Park and Site Offices at the specified locations. Name of security guards /supervisors deployed for duty with time and date should be reported to the officer in charge of the office/Park and also to the Administrative Officer , KINFRA at the Head office

13. Terms and Conditions:

- 1) The Security Agency will be wholly responsible to safeguard all the properties of KINFRA including land, trees, building, glass doors and windows, furniture, machinery and equipment’s, computers, vehicles library etc. and all other articles of KINFRA and also the records, documents etc. of KINFRA and the safety of Officers and employees. They shall also have effective check of the entry of unauthorized persons and intruders / trespassers into KINFRA’s premises.

- 2) In addition to the security Supervisor the Security Agency shall engage the service of one Coordinator cum Caretaker to coordinate the activities of Security guards, liaison, House Keeping as per the instruction given from the Management from time to time.
- 3) The Coordinator cum Caretaker will take care of the corporate office building and its Annex office inside city premises of Trivandrum as per the norms fixed by the management from time to time. In general he will be in charge of up keeping of the head office and the adjacent offices viz ensuring uninterrupted power supply, water supply and regulation of traffic to the office premises by avoiding conjunction and traffic block, delivery of documents to Secretariat and other local offices.
- 4) For the above purpose, the Agency shall provide round the clock security by posting required number of personnel in 8 hourly shifts at KINFRA's premises and properties. The number of Security personnel / security supervisors required per shift shall be decided by KINFRA. The shift is to be regulated from 6 am to 2 pm, 2 pm to 10 pm and from 10 pm to 6 am. The personnel should report 15 mts before commencement of the shift.
- 5) ***The age of Security Guard / Security Supervisors posted for duty should not exceed 60 (Sixty) years in case of retired Personnel's who have served in Armed Force/BSF/CRPF and 55 years in case of others. They should possess good health and physique.***
- 6) The Security Agency shall furnish the Bio-data of the Security Supervisor / Security Guards at the above said premises of KINFRA with identification card with passport size photograph of each person. Whenever there is change of personnel, advance information to that effect shall be given to KINFRA with the Bio-data of the said personnel.
- 7) The personnel of the Security guards/ supervisors/coordinator cum caretaker engaged by the Security Agency shall only be the employees or members of the Security Agency.
- 8) The Security Guard should have a good working knowledge of English/local language.

- 9) The Security Guard should be trained in basic security, First Aid, Firefighting, and Self Defense.
- 10) The payment will be made on or before the seventh working day of the succeeding month, for which the Security Agency should submit their bill on the last working day of the previous month.
- 11) The Security Agency shall be solely responsible for the payment of salaries, other benefits, perks and other legal obligations, if any, in respect of personnel engaged by them and comply with all satisfactory requirements.
- 12) The security agency shall ensure that no personnel engaged by them will engage in any type of activities prejudicial to the interest of the KINFRA.
- 13) The security agency shall provide the uniforms that are required for the Security staff and the Security staff will wear the uniform while on duty in all the shifts. The uniform should be neat and tidy.
- 14) The security agency shall be responsible for replacement of the security personnel who are falling ill or proceeding on leave or otherwise absent, under intimation to the KINFRA.
- 15) The security guards are to be posted on rotational basis so that one security guard shall not be on duty for more than 6 days at a stretch and they should be given one paid off day after every 6 working days engaged and the security agency must provide sufficient number of relievers who shall be deployed on rotation basis. The reliever security guard is liable to be posted in parks/offices in the same district. They will be treated as Security Guards for all purpose and they are entitled to salary and other benefits that are eligible for the other security guards. The number of relieving guards shall be fixed taking into account the number of regular security guards at each location.
- 16) It shall be the responsibility of the security agency to maintain proper discipline among personnel engaged by them.

- 17) It is specifically made clear that the persons engaged or to be engaged for the work undertaken to be done by security agency, shall be preferably their members, that, for all statutory and other purposes, security agency shall be their employers and that security agency shall be responsible and liable for all statutory or other benefits and obligations which, the persons engaged by security agency are entitled to, including the benefits under ESI Act, PF Act, Minimum Wages Act and Workmen's Compensations Act.
- 18) It is specifically made clear that KINFRA (i.e. Corporation) shall not have any employer-employee relationship between them and the persons engaged by security agency for fulfilling the obligations under this agreement and that those persons are not the employees of the Corporation. The security personnel shall have no claim for employment in the service of the Corporation.
- 19) The security agency shall have no claim in damage or compensation or reimbursement of any expenses which is incurred by him either by compensating to the persons engaged for work in the Corporation or otherwise and that necessary insurance coverage will be taken by security agency to them, in respect of any injury in the course and out of their work / employment.
- 20) There will not be any employer-employee relationship between the security staff and Corporation and as such, any misconduct by the security staff on information given by the Corporation, shall be dealt with by the security agency and action taken. Further, such personnel, as and when their conduct and work are found to be unsatisfactory by the Corporation, are to be replaced with suitable hand by the security agency, immediately on making request in this behalf by the Corporation.

- 21) In the event of theft or pilferage of the Corporation's property during the tenure of the agreement, the security agency will be responsible for the loss sustained by the Corporation. The security agency will submit its report after necessary investigation and pursue the case if the Corporation is desirous to report such incident to police, and follow up the same if it is referred to a Court of Law and for such services, no extra remuneration shall be payable by the Corporation. This shall be without prejudice to the rights of the Corporation to investigate or hold enquiry in the matter in their own manner.
- 22) The security agency shall change the security staff on rotation basis and no guards shall remain on duty during a continuous period of more than 90 days.
- 23) For every 8 security personnel deployed by the agency in a particular shift, wherever required, the security agency shall provide one Supervisor for each shift with no additional cost.
- 24) The work of the security guards shall be supervised by the security agency / Supervisor and the supervisor must report to the park in charge or office in charge every week for performance evaluation of the guards deployed*
- 25) KINFRA will have right to terminate the contract by giving one months' notice without assigning any reason.
- 26) KINFRA will have the right to reject any quotation without assigning any reason and award the contract to any other bidder if the Corporation is of the opinion that person who quoted the lowest rate is not having sufficient security personnel or does not satisfy the conditions stipulated in the tender document and there is suppression of facts in the application for pre-qualification and in the tender documents.

27) If any loss or damage is caused to the property of the Corporation due to negligence or want of care or dereliction of duty on the part of the security personnel, the said loss or damage shall be deducted from the security charges due to the contractor or any other amount found due from the Corporation.

28) EMD of the successful bidders will be retained and the EMD of the other bidders will be refunded after 7 days from the date of execution of contract with the successful bidder. If the successful bidder does not come forward to execute the Agreement within 10 days of intimation the EMD will be forfeited, and the work will be awarded to any other Security Agency at the sole discretion of KINFRA. The successful Bidder shall execute an Agreement with KINFRA on a stamp paper of Rs 200/- within 7 days of issuance of letter intimating award of the contract failing which the EMD shall be forfeited. KINFRA shall prepare the draft Article of Agreements.

29) The rate quoted shall be valid for two years.

14. Special Conditions:

14.1 The successful Bidder (Security Agencies) who has been awarded the contract as above is wholly responsible for providing the Security Guards/Supervisors service to KINFRA.

14.2 Payment for the services rendered by the Security Agency through his employees shall be made to the Security Agency directly on monthly basis within 7 days from the date of submission of the bill of the previous month along with the proof of having remitted statutory payments like ESI, EPF etc...pertaining to the earlier month. ie. bill for the service of January along with the proof of remittance of statutory payments of December should be submitted for payment in February.

14.3 The Security Agency shall be solely responsible for the payment of salaries, other benefits and other legal obligations, if any, in respect of his employees engaged/deployed by him for providing services to KINFRA.

14.4 The selected security agency shall make a deposit of 5% of annual quoted value as security deposit, 75% by way of Bank Guarantee and 25% in way of DD in favour of MD Kinfra payable at Trivandrum. Security deposit will not carry any interest and which will be refunded on termination of the contract after adjusting any amount due from the contractor.

14.5 If any short-fall or non-compliance of any of the conditions mentioned in the contract is noticed, penal action will be initiated by KINFRA and the decision of MD, KINFRA in this regard shall be final and binding on the Security Agencies.

14.6 The Security Agency shall intimate KINFRA in any change in minimum wages payable to employees employed in private security sector in the state of Kerala prescribed by Government from time to time during the period of contract and also intimate the variable DA payable to Security personnel every six months based on the change in Consumer price index or due to revision in minimum wages notification in order to calculate the salary payable to security personnel. If subsequent to a decision of Government the minimum wages are updated, the rate payable will also be revised accordingly and the percentage of the service charge will remain at the same permissible.

15. Services Required by the KINFRA/General Specifications:

15.1 The Contactor shall provide Security Service in KINFRA's offices located all over Kerala as required by KINFRA from time to time. The details of services, units required, qualification/experience, gross salary payable etc are shown in Annexure - A to this tender.

15.2 The Security Agency must also maintain all registers and documents under different Labour Legislations, as applicable.

16. Termination of Contract:

The contract can be terminated in the following contexts also.

- a. If the successful Bidder is declared insolvent.
- b. If the company/partnership firm is dissolved/wound up.
- c. If any of its director/partners is convicted in any criminal offence.
- d. Violation of the provisions of Acts, Rules, Schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
- e. Violation of terms and conditions of tender document/agreement.
- f. This contract may be terminated by the Security Agency by giving written notice of **THREE MONTHS** to KINFRA.
- g. KINFRA has the right to terminate the contract by giving one month notice without assigning any reason.

17. Governing Laws and Settlement of Disputes:

- a. **Jurisdiction of Court:** The Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the competent court in Thiruvananthapuram.

7. PAN (Income Tax) :
8. Registration No. under Kerala Shops and establishment Act (Attach copy of registration certificate) :

9. Contract Labour Registration No. :
(Attach copy of registration)

10. PF & ESI Registration No. (Copy of relevant documents should be enclosed)

(Should have registrations in Kerala)

11. Licence No. as per Rule 9 (1) of Kerala Private:

Security Agencies Rules 2010

(Attach copy of licence)

12. Present total strength of employees
- a. Security Officer :
 - b. Security Supervisor :
 - c. Security Guard :
 - d. Security staff possessing Fireman License :

13. Proof showing financial capability :
(Attach copies of Audited Turn over, Balance Sheet certified by Chartered Accountants for the last three years)

DECLARATION

I / We have certify that the details given above are true and correct to the best of my / our knowledge and belief. I / we have no objection for KINFRA in contacting our client for reference.

We understand that KINFRA reserves the right to disqualify the bidder who do not meet the required experience as per the terms and conditions stipulated by KINFRA.

We hereby enclose all the documentary evidences to prove our experience / competency / performances in providing manpower and financial soundness.

We understand that KINFRA reserves the right to disqualify the bidders who do not enclose all the documentary evidences as required in the tender.

We also certify that I/We have read and fully understand all the terms and conditions contained in the tender document.

Signature of the Authorized signatory with seal

Address :

Phone (O) :
(R)

Mobile :

TENDER No. KIN/II/4(ii)/2018-19

FORM FOR SUBMISSION OF FINANCIAL BID

Conditions

1. The Bidder should offer its competitive quote of administrative charges/service charges and supervisory charges as a single line head in percentage of the gross salary payable by KINFRA to the Security Agency per month for the services rendered. (Example: If the administrative/service/supervisory charges quoted is 3% and the total salary payable in January is Rs.1, 00,000/-, the Security Agency will get Rs.3,000/- for the month of January).
2. GST as admissible will be paid extra.
3. The age of Security Guard / Security Supervisors posted for duty should not exceed 60 (Sixty) years in case of retired Personnel's who have served in Armed Force/BSF/CRPF and 55 years in case of others. They should possess good health and physique.
4. The consolidated salary for the Security Agency given is calculated based on the minimum wage payable to each Security Guard/Security Supervisor and also the contribution towards PF, ESI, and Bonus minimum payable as per Bonus Act, leave salary and other benefits but doesn't include insurance on the security Guard. It is the responsibility of the Security Agency to pay the ESI, PF and Annual Bonus from out of the Gross salary given in the Annexure (A) and present documentary proof to KINFRA before on the last working day of the month for preparing the consolidated bill for the particular month. Only after submitting the documentary proof for the previous month the salary for the next month will be disbursed for the Security Agency. Non competence of the statutory obligation of ESI, PF and Payment of Bonus Act will entail KINFRA to terminate the contract.

PRICE BID/FINANCIAL BID (QUOTE)

I/We are aware of the terms and conditions of this contract and submit the financial bid as follows for the consideration of KINFRA:

1. I/We hereby quote Administrative Charges/Service Charges and Supervisory charges (all inclusive) at% (.....percent only) of the gross salary payable by KINFRA to the Security Agency per month for the services rendered. (Gross salary payable includes employee's and employers contribution of PF and ESI)

2. This offer will be valid for 120 days from the date fixed for bid submission and incase the contract is awarded to me/us, no enhancement/revision of the charges will be demanded during the currency of the contract.

Place:

Signature

Date:

Name & Seal

Annexure – 1

SI No	Security Agencies	Security Guard	Security Supervisor	Coordinator cum Care taker
1	Basic	10938	13472	12205
2	VDA	2054	2054	2054
3	Total	12992	15526	14259
4	PF	1768	2113	1941
5	ESI	617	737	677
6	Total 3-5	15377	18377	16877
7	Uniform	0	0	0
8	NI duty Allow	20	20	20
9	Washing Allowance	0	0	0
10	Total 6-9	15397	18397	16897
11	Bonus	583	583	583
12	Gratuity	0	0	0
13	Reliever Charge	0	0	0
14	Holiday Allowance	0	0	0
15	Supervisor Allowance	0	0	0
16	TPT Charge/earn Leave 15 days	0	0	0
17	OT	0	0	0
18	LWF / others	20	20	20
19	G. Total for 1	Rs. 16000/-	Rs. 19000/-	Rs. 17500/-
20	Service Charge	0	0	0
21	Total for 1			
22	G Total for 126 SG + 26 SG reliever + 5 SS+ 1 Coordinator cum care taker	Rs. 2432000/-	Rs. 95000/-	Rs. 17500/-
	Grant Total (per annum)	Rs 3,05,34,000/-		

