

**THIRUVANANTHAPURAM REGIONAL  
CO-OPERATIVE MILK PRODUCER'S  
UNION LTD**



KsheeraBhavan, Pattom, Thiruvananthapuram – 695 004.

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**THIRUVANANTHAPURAM REGIONAL CO.OPERATIVE  
MILKPRODUCER'S UNIONLTD.**

**KSHEERA BHAVAN, PATTOM,**

**THIRUVANANTHAPURAM –695 004**

**Phone Nos 04712447109 Ext 334 Fax: 2449567.**

**E-mail ID –[trcmpuhrd@gmail.com](mailto:trcmpuhrd@gmail.com)**

**Bid Ref. No. TRU:PER/36/2023-24**

**e-Tender ID:2024\_KCMMF\_654701\_1**

**TENDER DOCUMENT FOR PROVIDING SECURITY SERVICE  
FOR VARIOUS UNITS OF  
THIRUVANANTHAPURAM REGIONAL CO-OPERATIVE MILK  
PRODUCERS UNION LTD.**



**Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited**  
Head Office

**KSHEERA BHAVAN, PATTOM, THIRUVANANTHAPURAM –695 004**  
**Phone Nos 04712447109 Ext 334, E-mail ID –trcmpuhrd@gmail.com**

**INVITATION TO BID- E-TENDER**

1. Thiruvananthapuram Regional Co-operative Milk Producers' Union Ltd. (TRCMPU Ltd) invites competitive offers from reputed and licensed security service providers for undertaking the **security service** by deploying security personnel **on piece rate, principal to principal, independent labour contract basis** for the various units of TRCMPU Ltd (establishments in different geographical locations which includes units/ sub units, Dairies/Hub/P&I offices/Offices etc).

The contract will be for a period of **two years** with effect **from 00.00 hrs. of 01.03.2024** or from the date of starting of the contract as per the terms and conditions detailed in the tender document. Interested eligible Bidders may obtain further information from the Human Resource Development & Administration Department, Head Office of the Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited, Ksheera Bhavan, Pattom, Thiruvananthapuram-695004.

2. The bid shall be submitted in two-cover system consisting of technical bid and price bid. The price bid of those who qualify in the technical bid only will be opened.
3. Detailed terms and conditions are contained in the bidding document/ tender document of the above work which is uploaded in the Kerala Government e-portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
  - a. Tender reference No : No. TRU/PER/36/2023-24
  - b. Estimated cost : Rs.240 Lakhs for two years
  - c. Tender download : Can be downloaded from the Website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
  - d. EMD : Rs.100,000
  - e. Cost of tender form : Rs 7,500
  - f. Documents publish date : 06.02.2024 10.00 A M
  - g. Pre-bid Meeting date, time &venue : 12.02.2024 11.00 AM,TRCMPU Head Office
  - h. Bid submission-closing date : 19.02.2024 12.00 Noon
  - i. Bid opening : 20.02.2024 12.00 Noon
  - j. Bid validity : 90 days

Sd/

**MANAGING DIRECTOR**

Thiruvananthapuram  
06.02.2024

## TENDER DOCUMENT

### TERMS AND CONDITIONS OF CONTRACT FOR SECURITY SERVICE PROVIDERS

#### **1. ELIGIBILITY CRITERIA**

- a) The Security Service Contractor / Agency/ Provider should obtain licence from the competent authority (District Labour Officer – Enforcement) under the Contract Labour (Regulation and Abolition) Act 1970 to provide services of security guards on contract basis.
- b) The Security Service Contractor / Agency/ Provider shall have valid EPF registration, ESI registration, GST registration and independent EPF and ESI code numbers.
- c) The Security Service Contractor / Agency/ Provider shall have PAN from Income Tax Department and latest Income Tax Return acknowledgement.
- d) The Security Service Contractor / Agency/ Provider shall also have private security agency licence (**PSARA**) issued by the Home Department of the Govt. of Kerala. In case the security licence is expired or to be expired, a copy of the acknowledgement of receipt of application submitted to the Home Department, Govt of Kerala is required.
- e) The Security Service Contractor / Agency/ Provider shall have at least **five years'** of experience in the field of providing Security service on contract basis in reputed organisations/ institutions and the proof of the same (experience certificate) is required. TRCMPU may send confirmation letters/mails to these institutions/ organisation if required to confirm the quality of the service.
- f) As on 01.02.2024 the Agency shall have minimum of 50 Security Guards deployed in various organisations of repute and the list of the organizations is required.
- g) The bidder's annual turnover from providing security services in the same name and style during the last three years shall not be less than Rupees One crore per annum and the proof of the turnover of the last three years (audited Balance Sheet and Profit & Loss statement) is required.
- h) The Agency shall have Registered office in the state of Kerala having facility to generate Invoice

**One hard copy of all other important documents (OID) uploaded by the bidder along with the tender document (except price bid) duly signed and sealed shall be sent well in advance to the Managing Director of TRCMPU Ltd. by courier/registered post to ensure that it reaches the office of the Managing Director, Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited before 19.02.2024. The envelope containing other important documents shall be super scribed "Technical documents for providing Security Service" along with detailed address of the bidder on the left bottom side of the envelope.**

## **2. DOCUMENTS TO BE UPLOADED**

The documentary evidence of the Bidder's qualifications to perform the Contract shall be established to the TRCMPU's satisfaction.

To this end, all bids submitted shall include the following information.

- a. Private security agency license (**PSARA**) issued in the name of the bidder by the Home Department of Govt. of Kerala. (In case the security license is expired or to be expired, a copy of the acknowledgement of receipt of application submitted to the Home Department, Govt. of Kerala shall be uploaded).
- b. Documentary evidence to prove five years of experience in the field of providing Security service in reputed organizations / institutions on contract basis.
- c. Available License from the District Labour Officer – Enforcement under the Contract Labour (Regulation and Abolition) Act 1970 to provide services of security guards on contract basis.
- d. EPF, ESI, GST registration certificates of the bidder along with latest copy of ECR (EPF) and contribution details (EPF &ESI).
- e. Copy of PAN card of the bidder.
- f. Audited Profit & Loss statement and Balance Sheet of the bidder for the last three financial years.
- g. Performance report of the bidder from Existing clients of repute – at least two.
- h. Postal Address of Registered office of the bidder (Proof – BSNL, KSEB, Water Bill etc).
- i. Tender document (except price bid) duly signed and sealed in all pages.
- j. Duly signed undertaking along with official seal as per the format furnished in the clause no.25 of the tender document.
- k. Authorised signatory information-In the case of a Company; the extract of the decision of the Board of Directors of the Company duly attested & signed by the appropriate authorities shall be provided along with OID. In case of partnership firm, copy of the partnership deed shall be provided along with OID.

Note: Documents as stated in Clause No 2 of tender document can be submitted in hard copy in sealed cover at TRCMPU LTD Head Office and contents will be verified only after the opening of the Technical Bid. This is an alternative to Courier service/India Post.

## **DISQUALIFICATIONS**

- a) Those Security Service Contractor / Agency/ Provider who were either unable to successfully operate or abscond or relieved from the contract during their contract period in TRCMPU Ltd.
- b) Those Security Service Contractor / Agency/ Provider that were black listed by TRCMPU Ltd.
- c) Proof of all the documents sought as per clause No.2 and Eligibility criteria (clause No.1) shall be uploaded along with the Technical bid, failure of which will lead to disqualification of the bidder.

- d) If the financial feasibility statement sought in the last para of clause no. 23 of the tender document is not provided by the successful bidder. And if the statement of financial feasibility statement submitted by the successful bidder is not justifiable as far as TRCMPU Ltd is concerned.

#### **4. SCOPE OF SERVICES: -**

The Security Service Contractor / Agency/ Provider shall be completely responsible for protecting the properties, assets and interests of TRCMPU Ltd. For this purpose, the Security Service Contractor / Agency/ Provider will carry out the following activities/functions.

- a. Checking and verifying all incoming and outgoing vehicles to /from the units and control its movements within the campus of the units.
- b. Recording details of all incoming and outgoing vehicles, visitors in the Inward/Outward Registers/Computer either in hard copy or in digital form and provide guidance to the vehicle crew & visitors.
- c. Ensuring compliance of punching system by the employees and recording of in/out movement of employees in the register or in software kept for the purpose. The Security Personnel are also responsible for searching all those including employees and visitors or any others entering or leaving the Dairies/Hub/ P&I offices / Office compound premises etc.
- d. Verification and confirmation of the despatch of all products of the units in person at the despatch dock itself. Any discrepancies noticed shall be referred to responsible / authorized officers of TRCMPU Ltd. and get it corrected then and there. It shall then be reported in writing to the Security Supervisor/Head Guard who will report the matter to the Head of the Unit with his specific remarks.
- e. Verification and confirmation of the stock/account of outgoing and incoming containers (viz. Milk cans, Milk trays, crates, baskets, shipper boxes, puff boxes, cooling units etc.) then and there and maintenance of its registers/computerised accounts and submission of report on discrepancies then and there to the Head of Production Section of the concerned unit.
- f. Return of milk, milk products and other materials shall be properly accounted and any abnormal return of products/materials shall be reported to the concerned Section then and there.
- g. Preparation and up-to-date maintenance of all registers and submission of reports to unit heads/authorised officer directly. The type of registers, manner of its maintenance and format of records shall be as per the directions of Unit head.
- h. Handling of the operator console of the telephone / communication system, answering outside calls in a polite and positive manner, and then referring it to TRCMPU Officials wherever required.
- i. Recording and monitoring of details of all outgoing and incoming materials of the Unit by employing proper systems especially by managing electronic devices / gadgets compatible to the operation of software.
- j. Carrying out watch and ward functions in the unit premises. Maintaining strict vigil especially in night hours to prevent theft and trespassing.

- k. Keeping the factory and office premises under lock and key after factory/office hours. Shall be the safe custodian of keys.
- l. Confirmation and re-verification of the despatched vehicles at the Gate to confirm the item and quantity despatched. The Security Supervisor shall re - verify / cross verify at least ten vehicles randomly in a week and shall record the matter in a separate register/system.
- m. Internal investigation of thefts, pilferages, etc and acting as Management Witness in case of legal issues arising out of security related matters.
- n. Prevention of entry of persons in an intoxicated condition (either by consuming alcohol or similar items, tobacco or similar item that have intoxication effect & narcotic drugs) into the Dairies/Hub/P&I offices / Office compound by using alcohol detectors or other devices.
- o. Any other duties and responsibilities entrusted to them by Unit Head/authorized officers of TRCMPU Ltd that have security surveillance in nature.

**5. UNITS ( for the limited purpose of Security Contract) AT WHICH SECURITY SERVICES TO BE PROVIDED: -**

The Security Service Contractor / Agency/ Provider has to undertake the security arrangements in the following Units of TRCMPU Ltd as scheduled below:

Unit	No of 8 hours duty required per day		Duty Timings
	Security Supervisor/Head Guard	Security Guard	
Thiruvananthapuram	1	15	24 hrs
Pathanamthitta	1	8	24 hrs
Kollam	1	10	24 hrs
Mannar	0	3	24 hrs
Alappuzha	0	3	24 hrs
Head Office	0	3	24 hrs
<b>Total</b>	<b>3</b>	<b>42</b>	

The existing number of 8 hours duty points for Security Supervisor/Security Guard is indicated in the above table. There can be variation in number of duty points and units based on the actual requirement of the Organisation.

TRCMPU Ltd reserves the right to make slight changes in the units, based on opening of new units or closing of existing units as and when decided by the Management and the Security Service Contractor / Agency/ Provider shall adhere to it.

## **6. ADHERANCE TO FOOD SAFETY NORMS:-**

Since all the Dairies under TRCMPU Ltd is adhering to food safety norms prescribed under the Food Safety and Standards Act 2006 and Food Safety Management System, the Security Officer/Security Guard engaged by the Security Service Contractor / Agency/ Provider shall have to undergo the routine medical examinations conducted by the Dairies/Units. The expenses for the same will be deducted from the Security Bill of the concerned month. The Security Service Contractor / Agency/ Provider shall replace Security Guard who does not meet the medical standards prescribed. All the security personnel shall adhere to all the health & hygiene policies maintained in Units.

## **7. WORKING HOURS: -**

Security Service Contractor / Agency/ Provider shall provide security service for all the 24 hours of the day (round the clock) or as per the requirement of TRCMPU Ltd with a batch of Security Guard each for major Dairies/Units or as per instructions given by the Managing Director of TRCMPU Ltd from time to time. The working schedule of each Security Person shall be 8 hours a day.

The Security Service Contractor / Agency/ Provider shall provide properly trained Security Personnel, as mentioned in Clause No.11 of this tender document. The Security Personnel assigned shall be able-bodied persons with unblemished and creditable record of service. Necessary records shall be produced/maintained by Security Service Contractor / Agency/ Provider for verification of details of each Security Person so posted. The Security Personnel so engaged shall have adequate knowledge to deal with his job requirements. The Security Service Contractor / Agency/ Provider shall provide police verification reports of the security personnel so deployed if demanded by TRCMPU Ltd

## **8.UNIFORMS AND EQUIPMENTS:-**

The Security Service Contractor / Agency/ Provider shall be entirely responsible for supply of uniforms, raincoats, boots, umbrellas, torches, cells, masks and other kit (as required) in respect of all the security personnel deployed and TRCMPU Ltd shall have no responsibilities what so ever to meet the cost of any such article or make any related arrangements.

The proposed uniform pattern is as furnished below:

Categories of Security Personnel	Colour of Uniform	Epaulet/ Shoulder strap of Navy Blue color	Belt	Socks	Shoes	Tie	Cap	Lanyard
Security Supervisor	Sky Blue Shirt/ Navy Blue Pants	With three Star	Black	Black	Black	NA	Black	Black
Security Guard	Sky Blue Shirt/ Navy Blue Pants	No Star	Black	Black	Black	NA	Black	Black

- In the cap & uniform (shirt) of the Security personnel, the name of the Security Service Contractor / Agency/ Provider shall be inscribed along with the emblem.

## **9. REMUNERATION AND OTHER STATUTORY OBLIGATIONS**

- a) The Security Service Contractor / Agency/ Provider should pay the wages (Basic + VDA) to the Security Guard for 8 hours daily duty (proportionate to monthly wages) as specified in the Minimum Wages Act as per the G.O.(P).No 38/2017/LBR, dated 09.05.2017 (This rate will be applicable for off day reliever also) and also liable to pay the wages (Basic + VDA) as and when the revision in Minimum Wages under the Minimum Wages Act or revision in VDA. The TRCMPU Ltd shall bear the additional expenses only to tune of the proportionate increase in the minimum wages (i.e. revision in the G.O.(P).No 38/2017/LBR, dated 09.05.2017) and the rates of 8 hours duty will be amended incorporating the proportionate increase in wages subject to the approval of the Board of Directors of the Union.
- b) The Security Service Contractor / Agency/ Provider shall also remit the employer's contribution of EPF, ESI and EPF administration charges and any other statutory payments of the Security Supervisor/Security Guard to the concerned authorities under the various Acts or statutes. The security agency is bound to pay statutory Bonus as per the laws of the land.
- c) Security Service Contractor / Agency/ Provider shall have permanent E.P.F. Code, E.S.I Code etc, and TRCMPU Ltd. shall have no liability whatsoever arising under Employee's Compensation Act or any of the statutes under the Act and there shall be no employer-employee relationship between TRCMPU Ltd. and the security personnel engaged by the Security Service Contractor / Agency/ Provider in the premises of various units of TRCMPU Ltd. Provided, however in case of any default of any payments arising under the EPF, ESI, Employee's Compensation Acts or any other Act, and if TRCMPU Ltd. is called upon to pay any amount due under the said Acts, the Security Service Contractor / Agency/ Provider shall reimburse that amount so expended by TRCMPU Ltd without demur or the same shall be recovered from any amount payable to the Security Service Contractor / Agency/ Provider. The Security



Service Contractor / Agency/ Provider shall arrange coverage of security personnel under Employees Compensation Policy in the non-implemented areas under the ESI Act.

d) Monthly payments will be released in full only after necessary documents are produced before the Unit Heads concerned in respect of payment of wages and remittance of ESI/EPF contribution etc by the Security Service Contractor / Agency/ Provider in respect of their security personnel deployed in TRCMPU Ltd. TRCMPU Ltd shall not be responsible for maintaining statutory records and registers, furnishing statutory returns etc with regard to the employees of the Security Service Contractor / Agency/ Provider. The above activities shall be the responsibility of the Security Service Contractor / Agency/ Provider.

e) Documents to be submitted along with monthly Bill

- Invoice of the respective month - Unit wise with PAN, GST No., No. of eight hours' duty, No. of days of the respective month, rate and total amount.
  - a. In case of Security Service Contractor / Agency/ Provider registered with GST has to provide unit wise GST invoice as provided in the work order.
  - b. In case of Security Service Contractor / Agency/ Provider is other than a body corporate, TRCMPU will pay GST under reverse charge mechanism.
  - c. TDS under section 194C (1% or 2%) as specified in the Act will be deducted from the payment and TDS certificate will be provided.
  - d. In case of specified persons under section 206AB and 206CCA such higher rate will be deducted from the payment and TDS certificate will be provided.
- ECR statement (EPF) of the respective month.
- EPF Challan of the respective month.
- EPF payment confirmation slips of the respective month.
- Details of employees in ESI with the uploaded challan details
- Payment confirmation from ESI portal of the respective month.
- Self-declaration of wage dispensing details with breakup of wages in the letter head of the agency (Name of the employee, Designation, Gross Wages, Deduction (item wise) and Net payable).
- Bank statement of the agency with the wage dispensing details.

f) The Security Service Contractor / Agency/ Provider hereby undertakes to indemnify the Union against all claims which may arise under the under noted Acts:

- a) The Minimum Wages Act 1948
- b) The Workmen's Compensation Act 1923
- c) The Payment of Wages Act 1963
- d) The Payment of Bonus Act 1965, The Payment of Bonus (Amendment) Act 2015.
- e) The Contractor Labour (Regulation and Abolition) Act 1970.

- f) Employees Pension Scheme 1995.
- g) Inter State Migrant (Regulation of employment and condition of service) Act 1979.
- h) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
- i) The ESI Act of 1948.
- j) The Goods and Service Tax Acts.
- k) Any other Act or statute not herein above specifically mentioned but having bearing over engagement of workers directly or indirectly for execution of work.

g) The Security Service Contractor / Agency/ Provider shall arrange adequate / statutory safety requirements in the case of Security personnel so deployed. The Security Service Contractor / Agency/ Provider is fully responsible for the safety aspects of the security personnel so deployed.

## **10. DEPLOYMENT OF SECURITY GUARDS & REPLACEMENT: -**

The following are the categories of Security Personnel required:

- 1) Security Supervisor: Shall be responsible for managing and overseeing performance of security guard. He shall be responsible for maintaining records and preparing reports on security activities, incidents and issues. He shall be responsible for conducting risk assessments and making recommendations for security improvements.
- 2) Security Guard.

Security Service Contractor / Agency / Provider will immediately replace any Security Personnel falling sick or proceeding on leave at no additional expense to TRCMPU Ltd. On occasions due to paucity of Security Personnel, Security Service Contractor / Agency/ Provider shall see to it that no post is left unmanned and that the remaining security personnel shall perform extra duties as per the statues, the cost of which shall be borne by the Security Service Contractor / Agency/ Provider. Further, if the performance of security personnel provided is not satisfactory (as determined by the unit head concerned), then he has to be immediately replaced by the Security Service Contractor / Agency/ Provider, then and there. Though the Security Personnel may be allowed to do some extra duty including leave/off duty, the Security Service Contractor / Agency/ Provider shall ensure that the number of security personnel is not less than 2/3<sup>rd</sup> of the required minimum number of Security Personnel that are needed to perform the number of 8- hour duties assigned for that concerned unit.

The Security Personnel to be deployed shall be within the age between 35 to 60 years'. In exceptional circumstances the security personnel aged more than 60 years can be considered subject to submission of certificates from registered Medical Practitioners (Modern Medicine) certifying that they are mentally and physically fit for performing duty.

No Security Personnel aged more than 65 years shall be permitted to be deployed in any of the units.

**The Security Supervisor and Security Guard shall be Ex-Servicemen who are retired from Indian Armed Forces or from Paramilitary forces namely Central Reserve Police Force(CRPF),Central Industrial Security Force(CISF), The Indo-Tibetan Border Police(ITBP),Border Security Force(BSF) with at least five years' experience.**

The Security Service Contractor / Agency/ Provider shall provide properly trained Security personnel. The security personnel assigned shall be able-bodied persons with unblemished and creditable record of service including Police verification if required. Necessary records shall be produced before the designated authorities of TRCMPU Ltd (will be specified in work order) and the same shall be maintained by Security Service Contractor / Agency/ Provider for future verification of details of each Security Guard/Security Supervisor so posted.

The security Personnel so engaged shall have adequate knowledge to deal with his job requirements. They should have at least matriculation qualification with basic knowledge of computer operation so as to enable them to maintain the computerised records. The security personnel engaged shall wear neat and tidy as well as pressed uniforms.

### **11. TRAINING**

The new Security Personnel engaged by the contractor shall undergo training, prior to their engagement date in the units in which they are proposed to be engaged. A two days' awareness training shall be arranged by the security agency and the wages of the security personnel during these two days of training shall be borne by the Security Service Contractor / Agency/ Provider. This shall be applicable in case of the security personnel, those who have no experience in security service. In case of security personnel who have adequate experience in security service instead of two days training awareness, session of two or three hours' duration shall be conducted.

### **12. THEFT:-**

In case of any theft of the TRCMPU's property or damage to the same during the tenure of the Security Service Contractor / Agency/ Provider, TRCMPU Ltd. will file a case with the police and the Security Service Contractor / Agency/ Provider shall undertake to depute their investigators to conduct a preliminary enquiry and will submit their report on the findings and follow up the case with the police. In such cases, the Security Service Contractor / Agency/ Provider shall be liable to pay to the TRCMPU the value of the property or item lost / damaged along with penalty amount as fixed by the Unit Heads/Managing Director of TRCMPU Ltd.

### **13. ROTATIONS:-**

The Security Personnel shall be rotated after every six months or as per the directions of the Unit Heads/ Managing Director, TRCMPU Ltd. at the expense of Security Service Contractor / Agency/ Provider.

#### **14. WITHDRAWAL OF PERSONNEL:-**

The Security Service Contractor / Agency/ Provider shall withdraw their Security Personnel immediately on termination of the contract or otherwise on the instructions of authorized officers of TRCMPU Ltd. Whenever any misconduct is noticed on the part of the personnel engaged by Security Service Contractor / Agency/ Provider, then the same on report by TRCMPU Ltd. shall be looked into and appropriate disciplinary action shall be taken by the Security Service Contractor / Agency/ Provider and if necessary such person shall be replaced by a suitable hand.

#### **15. MODE OF PAYMENT:-**

The bills with all necessary enclosures shall be submitted to the Unit Heads by the Security Service Contractor / Agency/ Provider before the 10<sup>th</sup> day of the succeeding month. Monthly payment pertaining to the contract will be made by cheque or through online transfer to the Bank Account of the Security Service Contractor / Agency/ Provider within 10 days of submission of the bill along with the copies of the wage register and the EPF and ESI remittance challans of the respective month and other documents stipulated in the clause No.9(e) of this tender document, to the concerned Unit Heads.

#### **16. PERIOD OF VALIDITY OF THE CONTRACT:-**

The security service contract will be valid for a period of **two years** from the 00.00 hrs of **01.03.2024** or from the date of starting of contract. If the Security Service Contractor / Agency/ Provider tends to withdraw or all of a sudden withdraws from the contract before the maturity period, the TRCMPU Ltd. shall have the right to make alternative arrangements and the excess cost to be paid in this case and damages if any, thereby incurred by the Union for the completion of the balance period of contract shall be recovered from the contractor. If the Security Service Contractor / Agency/ Provider is not fulfilling any of the terms and conditions of Work order/Agreement, TRCMPU Ltd has the right to terminate the contract without prior notice. **TRCMPU Ltd reserves the right to extend the contract for a period not exceeding three months or for a period agreed by both the parties** from the date of expiry of the contract mentioned in the work order/Agreement and the Security Service Contractor / Agency/ Provider shall undertake the contract during the extended period on the same rate and the terms and conditions of the work order/agreement.

#### **17. AGREEMENT**

The successful bidder shall execute an agreement with the Managing Director, TRCMPU Ltd in the specified format stipulating all terms and conditions in non-judicial stamp paper of value

Rs. 200 (Rupees Two Hundred Only), within the date prescribed in the Work Order, failing which it will be assumed that the Security Service Contractor / Agency/ Provider is not interested in the security contract and necessary action will be taken to cancel the contract without any notice. In such case, the earnest deposit remitted by the Security Service Contractor / Agency/ Provider will be forfeited to the Union as per the prevailing rules and regulations of e tender.

#### **18. DEPOSIT:**

The Security Service Contractor / Agency/ Provider have to deposit an amount of Rs.240,000/- (Rupees Two Lakh Forty Thousand only) towards security deposit for the due fulfilment of the obligations of the agency under the contract. The deposit shall be made within 7 days of issue of the work order via e-payment mode to the bank account of **AXIS BANK, PATTOM BRANCH, ACCOUNT NO 909010033186961, IFSC Code UTIB0000113** favouring **TRCMPU Ltd**. The security deposit will not carry any interest. The Security Deposit will be forfeited in favour of TRCMPU Ltd. in case of any violation of the terms and conditions or abandoning of the contract as per Clause No.16 of this tender document.

#### **19. IDENTITY:**

The Security Service Contractor / Agency/ Provider shall provide in writing the name and address of all the Security Personnel posted in the Unit with relevant records of educational qualification, copy of Aadhaar Card or any other Government ID, copy of certificate of matriculation to prove age, military service records of the Security Personnel (if applicable) to the Unit Head concerned, prior to the date of starting of the contract. The name address and all the above particulars of the new Security Personnel who joins duty during the course of the contract shall also be provided in writing to the Unit Head at least two days before such new security personnel joins duty.

The Security Service Contractor / Agency/ Provider shall also provide Identity Cards to the Security Personnel engaged by the Security Service Contractor / Agency/ Provider. The Security Personnel shall exhibit name tags on their shirt for identification of the person.

#### **20. INSPECTION:**

The Security Service Contractor / Agency/ Provider shall arrange for periodical surprise inspection of functioning of the security personnel by higher officials of the agency to ensure sustained efficiency and wherever required necessary prompt remedial measures for improving the security services shall be made by that higher official. **Inspection reports shall be submitted to the Managing Director, TRCMPU Ltd by the Security Service Contractor / Agency/ Provider once in every four months.** The Security Service Contractor / Agency/ Provider shall attend to the grievances of the security personnel promptly and resolve the issues then and there at the earliest.

## **21. GENERAL CONDUCT:**

The Security Service Contractor / Agency/ Provider shall ensure that the security personnel shall not befriend the employees of TRCMPU Ltd/employees of the TRCMPU's contractors or the contractors themselves. The Security Service Contractor / Agency/ Provider and the security personnel shall not involve themselves in any activity/activities prejudicial to the interest of TRCMPU Ltd. Close relatives of employees of TRCMPU Ltd (close relatives of an employee are their Husband, Son, Brother and Father). or the contractors of the TRCMPU Ltd or the employees of contractors of TRCMPU Ltd shall not be engaged as Security Personnel by the Security Service Contractor / Agency/ Provider.

The Security Personnel shall not:

- a. Accept illegal gratifications or gifts from either the employees of the TRCMPU or contractors engaged by the TRCMPU or employees of contractors or from any other person/s or visitors or any person/organization/ company who have relation with TRCMPU Ltd.
- b. Indulge in trading or money lending within the TRCMPU's Campus.
- c. Indulge in smoking, drinking of alcohol or be in possession of narcotic drugs.
- d. Engage in idle gossip while on duty.
- e. Cooking in the security cabin or any other place inside the premises of the Units/Offices.
- f. Use mobile phones for viewing Social media while on duty.

## **22. MODIFICATION OF TERMS AND CONDITIONS:**

TRCMPU Ltd. and the Security Service Contractor / Agency/ Provider shall be at liberty to add, delete or amend any of the terms and conditions contained above by mutual consent.

## **23. MODE OF QUOTING RATES**

The Security Service Contractor / Agency/ Provider shall quote best of their competitive rates in BOQ of the Tender. Bidder shall quote rate for Eight hours duty per Security Guard separately in the respective rows in BOQ. The rate shall cover all the expenses including wages as per Minimum wages Act (G.O.(P). 38/2017/LBR, dated 09.05.2017), VDA (as per the consumer price index of Thiruvananthapuram Published by Department of Economics & Statistics, GoK) , statutory Bonus (The Payment of Bonus (Amendment) Act 2015), all types of reliever cost, employers contribution of ESI and EPF and operational expenses, all applicable statutory expenses, taxes etc. and considering all other related expenses. While calculating the Dearness Allowance (DA) component of wages in accordance with the aforementioned Government Order (G.O.), the Consumer Price Index for the month of November 2023 should be taken into consideration for rate evaluation. For the purpose of calculating daily wages, the monthly wages as per the Minimum Wages notification shall be divided by 26. This division is applicable exclusively to charges related to minimum wages;

for all other calculations, it shall be based on a division by 30 .No additional payment will be made.

The Minimum Wages for Security personnel shall be considered as per the G.O.(P). 38/2017/LBR, dated 09.05.2017 and against the category detailed below against the designation furnished in clause 10 of this document:

Designations	Category as per G.O.(P). 38/2017/LBR, dated 09.05.2017	Monthly Rates of Minimum Wages (Basic Wages)
Security Supervisor (See Clause 10)	Head Guard	12230-250-13480-300-14980
Security Guard	Security Guard (unarmed)	10170-200-11170-250-12420

The successful bidder shall be liable to provide a statement of financial feasibility showing the split-up details of components of the rate offered such as wage portion, ESI/ EPF/ Off reliever/ cost of uniform and other related items /taxes /Operational Expenses etc. immediately on information from this office.

## **24. SPECIMEN FOR QUOTING RATES**

### **BOQ**

<b>PRICE SCHEDULE</b>				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Category of Security Personnel	Minimum amount to be paid to the security agency by TRCMPU Ltd for 8 hours duty in Rs. (inclusive of wages all statutory payments and all types of Operational Expenses except GST) Refer Clause no.23 of NIT	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
<b>1</b>	<b>2</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>1</b>	Security Guard	<b>A1</b>		
<b>2</b>	Security Supervisor	<b>B1</b>		

The Bidder should fill the rows noted as A1, B1 only, which is the rate of 8-hour duty (all-inclusive except GST). Bidders must submit quotes in the specified formats only; any quotes not adhering to the prescribed formats will be rejected at any stage of the tender.

**25. DECLARATION BY THE CONTRACTOR/FIRM**

The Security Service Contractor / Agency/ Provider shall upload the undertaking in the following format along with other documents to be uploaded.

**DECLARATION BY THE CONTRACTOR/FIRM**

*(to be printed in Letter head )*

I/We have carefully read the terms & conditions of contract as contained in the Tender Notice/ document No.....Dated..... and agree and accept to abide by them. I/we also agree to the forfeiture of the Security/Earnest Money, if I/We fail to fulfil any of the conditions of the terms and conditions of the contract.

**Signature of the Authorized person & Seal of the  
Security Service Contractor /  
Agency/ Provider**

**26. INDEPENDENT CONTRACTING AGENCY**

The Security Service Contractor / Agency/ Provider is engaged as an independent contractor and nothing in this contract is intended to create an employer/employee relationship or any relationship other than that of independent contractor.

The Security Service Contractor / Agency/ Provider shall perform its duties hereunder as an independent contractor and not as employee. Neither the Security Service Contractor / Agency/ Provider nor any agent or employee of the contractor shall be deemed to be an agent or employee of the TRCMPU Ltd. The Security Service Contractor / Agency/ Provider shall pay all legal dues applicable under labour laws and Tax laws in force on any amount paid/payable in pursuance to the contract. The Security Service Contractor / Agency/ Provider and their employee are not entitled to any of the benefits entitled to the employees of the TRCMPU Ltd. The Security Service Contractor / Agency/ Provider shall have no authorization, expressed or implied to bind the TRCMPU Ltd to any agreements, liability or understanding except as expressly set forth herein. The Security Service Contractor / Agency/ Provider shall provide and keep in force Employees Compensation Insurance policy required by law and shall be solely responsible for the Acts of the Security Service Contractor / Agency/ Provider its employees and agents.



## **27. MODALITIES OF CONTRACT**

This contract is of the nature of service contract for a specified period, on a rate contract and not labour contract.

## **28. GENERAL**

The rates are firm including all taxes, all statutory liabilities and duties and no escalation would be paid/ entertained during the entire period of contract. Exception is there only when there is revision in the Minimum Wages under the Minimum Wages Act (revision of G.O.(P).No 38/2017/LBR, dated 09.05.2017).(Refer clause No. 9(a))

## **29. JURISDICTION:**

In case of dispute or litigation, the jurisdiction for the same will be Thiruvananthapuram.

Sd/

**MANAGING DIRECTOR**

Thiruvananthapuram.  
06.02.2024

## Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the services mentioned in the Invitation to bid. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<http://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

### **A. Online Bidders registration process:**

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helptender@gmail.com](mailto:helptender@gmail.com) for assistance in this regard.

### **B. Online Tender Process:**

The tender process shall consist of the following stages:

- i) **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) from the date & time of publication of e-tender, till the last date & time for online submission of e-tender. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document. Downloading of tender documents will not be possible after the date specified above.
- ii) **Pre-bid meeting:** Refer page 2 of the tender document
- iii) **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- iv) **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document to [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv) **Opening of Technical bid and bidder short-listing:** Technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualification. All documents in support of technical qualification shall be submitted online as well as offline within the due date and time. Failure to submit the documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v) **Opening of financial bids:** Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date section

### **C. Documents comprising bid:**

**i) First Stage (Pre qualification or Technical cover based on 1 cover or 2 cover tender system):**

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload.

- A. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership or if a joint venture, of each party there to constituting the bidder.
- B. Copies of GST registration certificate.
- C. Details of experience and past performance of the bidder (or of each party to a joint venture) on works of similar nature, and details of current work in hand and other contractual commitments shall be submitted. Customer's full address, contact persons, contact telephone number and e-mail ID are to be furnished.
- D. The bidder should be in same business for which the bid is invited for a minimum period of five years at the time of bid opening. If an authorized dealer participates in the bid they should produce documentary evidence for establishing that their principal supplier should be in the same business for a minimum period of 5 years. Copy of authorized dealership certificate issued by the principal supplier or manufacturer should also be uploaded along with bid document.
- E. The bidder's annual financial turnover during any one of the last two years shall not be less than twice the estimated cost as specified in the Invitation to Bid.
- F. The bidder shall furnish a copy of the Income tax Returns for the previous year in original or certified true copies.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

**ii) The Second Stage (Financial Cover or as per tender cover system):**

The Bidder shall complete the Price bid as per format given for download along with this tender.

**Note:** - The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non-responsive and rejected.

**D. Tender Document Fees and Earnest Money Deposit (EMD)**

The Bidder shall pay a tender document fee and Earnest Money Deposit or Bid Security as given in the Tender Inviting Notice. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidder are required to avail Internet banking facility in any of the below banks for making tender remittances in e-Procurement system.

<b>A) Internet Banking Options (Retail)</b>			
1	Allahabad Bank	29	Janata Sahakari Bank
2	Axis Bank	30	Karnataka Bank
3	Andhra Bank	31	Karur Vysya Bank
4	Bandan Bank	32	Kodak Mahindra Bank
5	Bank of Bahrain and Kuwait	33	Lakshmi Vilas Bank
6	Bank of Baroda	34	Mehasana urban Co-op Bank
7	Bank of India	35	NKGSB Co-operative Bank
8	Bank of Maharashtra	36	Oriental Bank of Commerce
9	Bassein Catholic Co-operative Bank	37	Punjab and Maharashtra Co-operative Bank
10	BNP Paribas	38	Punjab National Bank
11	Canara Bank	39	Punjab and Sind Bank
12	Catholic Syrian Bank	40	RBL Bank
13	Central Bank of India	41	Saraswat Cooperative Bank
14	City Union Bank	42	Shamrao Vithal Cooperative Bank
15	Corporation Bank	43	South Indian Bank
16	Cosmos Bank	44	Standard Chartered Bank
17	DCB Bank	45	State Bank of India
18	Dena Bank	46	Syndicate Bank
19	Deutsche Bank	47	Tamilnadu Mercantile Bank
20	Dhanalaxmi Bank	48	Tamilnadu Cooperative Bank
21	Federal Bank	49	The Kalyan Janatha Sahakari Bank
22	HDFC Bank	50	TJSB Bank(erstwhile Thane Janata Sahakari Bank )
23	ICICI Bank	51	UCO Bank
24	IDBI Bank	52	Union Bank of India
25	Indian Bank	53	Vijaya Bank
26	Indian Overseas Bank	54	YES Bank
27	Indus Ind Bank	55	United Bank of India
28	Jammu & Kashmir Bank		
<b>B) Internet Banking Options (Corporate)</b>			
1	Bank of Baroda	19	Karur Vysya Bank
2	Bank of India	20	Kodak Bank
3	Bank of Maharashtra	21	Lakshmi Vilas Bank
4	BNP Paribas	22	Oriental Bank of Commerce
5	Canara Bank	23	Punjab and Maharashtra Coop Bank
6	Catholic Syrian Bank	24	Punjab and Sind Bank
7	City Union Bank	25	Punjab National Bank
8	Corporation Bank	26	RBL Bank
9	Cosmos Bank	27	Shamrao Vithal Cooperative Bank
10	Deutsche Bank	28	South Indian Bank
11	Development Credit Bank	29	State Bank of India
12	Dhanalaxmi Bank	30	Syndicate Bank
13	Federal Bank	31	UCO Bank
14	HDFC Bank	32	Union Bank of India

15	ICICI Bank	33	UPPCL
16	Indian Overseas Bank	34	Vijaya Bank
17	Janata Sahakari Bank	35	Axis Bank
18	Jammu & Kashmir Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the **terms and condition** page. On furtherer submitting the same, the e-Procurement system will redirect the bidder to MOPS Gateway, where two options, mainly **SBI and other banks\*** will be shown. Here, bidder may proceed as per below.

(a). SBI Account holders shall click **SBI** option to with its Net banking facility, where bidder can enter their internet banking credentials and transfer the tender fee and EMD amount.

(b). Other bank account holders may click **other banks** option t view the bank selection page. Here bidder can select from any of the 54 banks to proceed with its net banking facility, for remitting the tender payments.

\*Transaction charges for other banks vide SBI Letter No. LHO/TVM/AC/2016-17/47- 1% of transaction value subject a minimum of Rs.50/- and maximum of Rs.150/-

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

#### **E. SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD. For page-by-page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click "Bidders Manual Kit" link on the home page.

**It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/opening during bid opening process.**