



**Government of Karnataka**

# **TENDER DOCUMENT**

**Short Term e-Tender for Providing Security Services on Outsourcing Basis to  
Aranya Bhavan Premises, Malleshwaram, Bengaluru**

Address for communication

**DEPUTY CONSERVATOR OF FORESTS (HEAD QUARTERS)  
ARANYA BHAVAN, 18<sup>TH</sup> CROSS, MALLESWARAM,  
BENGALURU – 560 003**

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**No. PCCF/C/SS/GL-94/2017-18 Date: 06-09-2017**

## **Karnataka Forest Department**

### **Short Term e-Tender Notification**

E-Tenders are invited for providing security services on outsourcing basis to Aranya Bhavan premises, the Head Quarters of Karnataka Forest Department as per the ‘**Two Cover**’ system provided in Karnataka Transparency in Public Procurement Act (1999) and Rules 2000. Security Service Agencies registered in Bengaluru under the Private Security (Regulation) Act, 2005 (Central Act 29 of 2005) and Karnataka Private Security Agencies Rules, 2008, may participate through e-tendering system.

Details regarding terms and conditions of the tender and other information can be downloaded from the website <https://eproc.karnataka.gov.in> or [www.aranya.gov.in](http://www.aranya.gov.in) from 06-09-2017. Eligible tenderers should submit their e-tenders on e-Procurement Portal on or before 20-09-2017 until 5.30 PM. Further information can be obtained from the tender document or from this office during working hours.

Bengaluru

6<sup>th</sup> September, 2017

Sd/-  
Deputy Conservator of Forests  
(Head Quarters)



**KARNATAKA FOREST DEPARTMENT**  
**ARANYA BHAVAN, 18<sup>TH</sup> CROSS-MALLESWARAM, BENGALURU**

**DETAILED TENDER NOTIFICATION**

**No. PCCF/C/SS/GL-94/2017-18**

**Date: 06-09-2017**

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## **SECTION 1 - INTRODUCTION**

Karnataka Forest Department (KFD) is one of the departments under the Government of Karnataka. Head Office of KFD is located in Aranya Bhavan, 18<sup>th</sup> cross, Malleshwaram, Bengaluru, PIN – 560 003. The Department intends to outsource security arrangements to its Head Office. It is a nine-story building standing on a 2.25acre campus. KFD want to engage one Security Supervisor and eight Security Guards (5 during day and 3 during night) through a registered Private Security Service Agency for providing security to the campus 24x7x365. All the personnel provided should be ex-service men trained in providing private security. This will complement the surveillance camera system which is also being installed. e-Tenders are invited from eligible tenderers for providing the security services for a period of 2 years from the date of contract agreement. If the services are satisfactory, the contract may be extended by one more year.

## **SECTION 2 - INVITATION FOR TENDERS**

E-tenders are invited on e-Procurement Portal of Government of Karnataka from experience and reputed Private Security Services Agencies registered in Bengaluru under Private Security (Regulation) Act, 2005 (Central Act 29 of 2005) and Karnataka Private Security Agencies Rules, 2008. Tenders should be in ‘**Two cover**’ system in accordance with the procedure prescribed under Sec 28 of Karnataka Transparency in Public Procurement Act (1999) and the rules, 2000. First cover is a ‘Technical Bid’ and contain the prequalification details and the capability of tenderer to provide security services to meet the requirements of KFD. Second cover is a ‘Financial Bid’ (price quote) for the human resources being provided and the services of Security Services Agency. Both the bids should be submitted in the formats prescribed. Private Security Service Agencies should first get registered with the Centre for e-Governance, Government of Karnataka to be able to apply and participate in the e-tenders. Incomplete tenders, tenders submitted in any other manner and tenders which are not substantively responsive to the tender conditions will not be considered.

Deputy Conservator of Forests (Head Quarters) is the Tender Inviting Authority as well as the Tender Scrutiny Authority for this tender. Additional Principal Chief Conservator of Forests (Head Quarters & Coordination) is the Tender Accepting / Rejecting Authority. Principal Chief Conservator of Forests (Head of Forest Force) will be the Appellate Authority for any disputes that may arise during the tender process and also during the subsistence of the contract.

### SECTION 3 – SCHEDULE OF EVENTS

1. Tender description	‘Providing Security Services on Outsourcing Basis to Aranya Bhavan Premises, Malleshwaram, Bengaluru, PIN – 560003.
2. Tender reference No.	No: PCCF/C/SS/GL-94/2017-18 dated 6 <sup>th</sup> September, 2017
3. Estimated cost of the tender	Rs.50 lakhs
4. Date of publishing tender notification	6 <sup>th</sup> September, 2017
5. Website for tendering	<a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a>
6. Site visit	15 <sup>th</sup> September, 2017: 11.00 AM
7. Pre-bid meeting	15 <sup>th</sup> September, 2017: 3.00 PM
8. Notifying amendments if any to the tender	16 <sup>th</sup> September, 2017: 12.30 PM
9. Last date for downloading the tender form	16 <sup>th</sup> September, 2017: 5.30 PM
10. Last date and time for seeking any further clarifications on the tender	18 <sup>th</sup> September, 2017: 1.00 PM
11. Last date and time for submission of tenders on e-Procurement Portal	20 <sup>th</sup> September, 2017: 5.30 PM
12. Date and time for opening Technical Bid	22 <sup>th</sup> September, 2017: 11:00 AM
13. Date and time for opening Financial Bid	25 <sup>th</sup> September, 2017: 11.00 PM
14. Announcing preliminary results	28 <sup>st</sup> September, 2017: 1.00 PM
15. Final notification of tender results	4 <sup>th</sup> October, 2017: 11.00 AM
16. Tentative date for signing the agreement	13 <sup>th</sup> October, September, 2017
17. Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees one lakh only)
18. Security Deposit	Rs.2,50,000/- (Rupees two lakhs fifty thousand only)
19. Place for opening of the bids	Office chamber of: Deputy Conservator of Forests (Head Quarters) Aranya Bhavan, 18 <sup>th</sup> Cross, Malleshwaram, Bengaluru-560003. Tel & Fax: 080-23464740 E-mail id: <a href="mailto:dcfhqbng@gmail.com">dcfhqbng@gmail.com</a> Website: <a href="http://www.aranya.gov.in">www.aranya.gov.in</a>

**Note:**

1. If any of the above-mentioned dates are declared as public holiday(s) for any reason, the scheduled activity will be taken up on the next working day.
2. Karnataka Forest Department will notify tender updates on the e-Procurement Portal. It shall not be liable for any portal related problems which are beyond its control.
3. Tenderers should verify the e-Procurement Portal for the latest information on the tender. No individual communication will be sent to anyone.

### SECTION 4 - INSTRUCTIONS TO TENDERERS

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## **A. Basic information about this tender**

### **1. Services to be provided under this tender**

- 1.1. This is a tender for providing security services on outsourcing basis to Aranya Bhavan Premises, the Head Quarters of Karnataka Forest Department (KFD) in Bengaluru. It is a nine-story building standing on a 2.25acre campus. ICT Cell and the Bengaluru Rural Divisional Office are also co-located in the same campus. The entire premises are required to be provided security by a team of eight Security Guards (five in the day and three in the night). One Security Supervisor will lead the team. The tenderer (Security Services Agency) should be able to supply the required number of personnel and supervise their services effectively.
- 1.2. Required qualifications of the personnel and Terms of Reference for the Security Services are furnished in Annexure-I to this tender. All security personnel should be ex-service men (Infantry Division) except one woman. They should be in the age groups of 35-50 years.
- 1.3. Security personnel provided should meet the eligibility criteria laid down in Private Security (Regulation) Act, 2005 (Central Act 29 of 2005) and Karnataka Private Security Agencies Rules, 2008. They should also have been properly trained in providing security.
- 1.4. The contract is for a period of two years from the date of signing the contract agreement. If the services provided are satisfactory, the contract may be extended for one or more years on the same terms and conditions.
- 1.5. Tenderers who are willing to meet the specifications for the personnel and terms and conditions of this tender/contract alone should participate in the tender. They must read the tender terms and conditions carefully before submitting their tenders.

### **2. Eligibility to participate in the tender**

- 2.1. Private Security Service Agencies having an office in Bengaluru and registered under Private Security (Regulation) Act, 2005 (Central Act 29 of 2005) and Karnataka Private Security Agencies Rules, 2008 are eligible to participate in this tender.
- 2.2. Applicants must be a registered firm or a company. ISO certified agencies will be preferred.
- 2.3. Applicants must have at least three years of experience in providing private security services to offices/residential complexes/industrial/commercial establishments.
- 2.4. Annual turnover of the applicant in the last 3 years should not be less than Rs.100 lakh.

2.5. Applicants should not have been blacklisted by any department or agency of Government of Karnataka or Government of India for corrupt/ fraudulent practices or non-performance.

### **3. Bidding on e-Procurement Portal only**

- 3.1. Tenders are invited in the prescribed format only on e-Procurement Portal of the Government of Karnataka. Any other form of bidding will not be accepted.
- 3.2. This tender notification is subject to the existing laws and directions of the Government of Karnataka/Principal Chief Conservator of Forests (Head of Forest Force).

### **4. One bid only per tenderer**

4.1. Each tenderer shall submit only one complete bid. A tenderer who submits more than one bid shall be disqualified. All costs associated with the preparation and submission of his/her/their bid for this tender should be borne by the tenderer.

### **5. Content of tender notification**

- 5.1. Tender notification contains details of the Terms of Reference for providing the security services, formats for offering the technical bid and the financial bid, the criteria that will be used for evaluation of bids and the agreement template.
- 5.2. Tender notification will be available for downloading from 6<sup>th</sup> September, 2017.

### **6. Site visits by interested tenderers**

6.1. Tenderers may at their own cost visit the office and its premises where the security services are to be provided between 11.00 AM on 15<sup>th</sup> September, 2017.

### **7. Pre-bid meeting of interested tenderers**

7.1. A pre-bid meeting of tenderers will be held at 3.00 PM on 15<sup>th</sup> September, 2017 in the committee room, 8<sup>th</sup> Floor Aranya Bhavan or any other suitable place within Aranya Bhavan. Participants are free to seek clarifications and raise their queries if any and also offer their suggestions/ comments during the meeting.

### **8. Amendments to the tender documents**

- 8.1. Any suggestions received from tenderers will be examined and if found suitable, incorporated into the tender notification. Any amendments to this tender notification will be posted on e-Procurement Portal 12.30 PM on 16<sup>th</sup> September, 2017.
- 8.2. Tenderers should take note of any such changes/amendments and offer their bids accordingly. Tender Inviting Authority will not accept any responsibility if any tenderer fails to take note of the amendments.

8.3. If any tender does not conform to the amended or modified tender conditions, it will be treated as substantively non-responsive and rejected.

## **9. Further clarifications on tender notification**

9.1. Last date and time for downloading the tender application is 5.30 PM on 16<sup>th</sup> September, 2017. This is the final tender document.

9.2. Interested tenderers may seek any further clarification on the tender documents until 1.00 PM on 18<sup>th</sup> September, 2017. As far as possible, the Tender Inviting Authority will respond to each query raised. If no clarification/information is provided, tenderers must work according to the information available in the tender documents and offer their bids.

## **10. Incomplete applications will not be accepted**

10.1. Tenderers should carefully read the final tender document, take note of the amendments if any and submit the tender accordingly.

10.2. Tenders not complying with the amended conditions will be treated as substantially non-responsive and rejected.

10.3. Tenderers must submit true and correct information in their tender forms.

10.4. Incomplete applications will not be accepted by the e-Procurement Portal.

10.5. Risk and responsibility vest with them completely for any lapse on this account.

## **11. Disqualifications**

11.1. Tenders may be rejected, if it is found that the tender forms:

- I.** Don't have the requisite qualifications,
- II.** Failed to furnish relevant documents,
- III.** Provided misleading or false information,
- IV.** Tenderers area found to have a record of poor performance, or
- V.** Are blacklisted by any of the Government departments/agencies.

## **B. Preparation and submission of tender**

### **12. Documents comprising the tender**

- 12.1. Tender should be submitted in the prescribed format only. Tenders in any other formats will not be accepted.
- 12.2. Tender document has four components namely covering letter (vide annexure II), Technical Bid (vide annexure III), Financial Bid (vide annexure IV) and checklist of documents to be submitted along with the tender (vide annexure V).
- 12.3. Hard copies of tender documents are to be prepared first, scanned and converted into pdf version and then uploaded on the e-Procurement platform.
- 12.4. Additional documents required to support the information in the Technical Bid other than those listed in Appendix V can also be enclosed to the e-tender if need be.
- 12.5. Tenderers are advised to retain a hardcopy of their tender for production to the Tender Inviting Authority at the time of opening Technical Bids.

### **13. Authorization for signing of tender papers**

- 13.1. If the person(s) signing the tender document is/are not the sole Proprietor or Director of the Security Services Agency, they must submit a duly attested Power of Attorney for signing on behalf of the firm/company. Only the person(s) who have been duly authorized by the firm/company should sign and submit the tender documents.

### **14. General precautions to be taken while filling tender forms**

- 14.1. Tender forms have to be filled in English language only.
- 14.2. As far as possible, corrections or strike outs should be avoided. If done, each correction should be visible and be authenticated by the person(s) signing the tender forms.
- 14.3. Applying whitener or disfiguring any text printed/written on the tender document is not allowed. If done, such applications will be rejected.
- 14.4. All pages of the tender documents and all the enclosures must be signed by the authorized signatory at the end of the page before submitting the tender.
- 14.5. Tenderers shall not add any new conditions or modify original conditions in the tender document. It amounts to conditional tender. Conditional tenders will not be accepted.
- 14.6. Any unsolicited correspondence in the form of text or additional attachments not connected with any specific field in the tender formats will render the tender invalid.

## **15. Earnest Money Deposit (EMD)**

15.1. Earnest Money Deposit (EMD) of Rs.1,00,000 (Rupees one lakh only).

15.2. Tender Processing Fee and EMD shall be paid in Indian Rupees. They shall be paid on the e-Procurement Portal using any of the following payment modes:

- a. Credit Card
- b. Debit Card
- c. National Electronic Fund Transfer (NEFT)
- d. Over the Counter (OTC)

The list of OTC designated bank branches where a tenderer can make a payment can be obtained through website <https://eproc.karnataka.gov.in> in 'Service Providers' section. Payment must be made accordingly and the respective transaction nos/challan details must be furnished in the Technical Bid form.

15.3. No one is exempted from payment of Tender Processing Fee and EMD. If the tender processing fee as well as EMD is not paid, tender submission will not be accepted by the e-Procurement Portal. Tenderers would not be able to submit their applications.

## **16. Instructions regarding the Technical Bid**

16.1. Technical bid gives the details about the competencies of the tenderer. All fields in the format must be filled up carefully and completely. In particular, it must contain:

- I. Name, contact address and profile of the applicant.
- II. Details of Tender Processing Fee paid.
- III. Details of Earnest Money Deposit paid.
- IV. Private Security Services registration certificate copy.
- V. Copies of Income Tax and GST registration certificates.
- VI. Copies of last three years of Income Tax returns.
- VII. Copies of registration certificates with PF and ESI authorities.
- VIII. Copy of the Aadhar Card of the persons signing the tender application.
- IX. Power of Attorney for signing the tender documents if applicable.
- X. Copies of annual report for the last three years.
- XI. Credentials of service quality from three existing clients, and
- XII. Details of other documents attached if any.

16.2. Declarations at the end of the Technical Bid must be read, understood and signed.

16.3. Information given in the Technical Bid will be evaluated and scored. Hence relevant, complete and correct information must be furnished.

## **17. Instructions regarding the Financial Bid**

17.1. Financial Bid deals with and includes all costs connected with this contract. It includes the following:

- i. Monthly wages for the Security Guards and the Security Supervisor. Monthly wages consist of two components namely statutory payments and incidental charges.
- ii. Statutory payments to be paid to their employees by the Private Security Services Agency on the last day of the month and got reimbursed later from Karnataka Forest Department. It includes the following items:
  - a. Pay and variable dearness allowance not below the minimum wages prescribed for Bengaluru City under the Minimum Wages Act (1948) and Karnataka Minimum Wages Rules (1958) for the Guards and Security Supervisor.
  - b. Cost of 2 pairs of uniforms prescribed for the Security Guards and the Security Supervisor. Security Guards should wear army green colored pant and full sleeved shirt with shoulder badges, black peak cap, black shoes khaki blue weave belt, whistle and whistle chord, line yard, name badge etc., while on duty. Security Supervisor shall wear the same dress but wear a black Barret cap and leather belt instead. Monthly wages also include maintenance charges for the uniforms
  - c. Employer's share of EPF, ESI and any other statutory welfare fund contributions at the rates applicable.
  - d. Applicable Income Tax on the payout to the outsourced employees.
  - e. Administrative costs of the Security Services Agency not below 3% of all the costs (a to d) above.
  - f. GST on the administrative charges of the Security Services Agency.
- iii. If any of the above items (a to f above) are not included in the Financial Bid, it will be treated as unbalanced and substantially non-responsive. Hence the tender will be rejected. EMD will be forfeited.
- iv. If and when the minimum wage rates, statutory contributions, taxes etc., are revised by the government authorities concerned, they will be automatically applicable to this contract. Wages will be revised pro rata with the rise in minimum wages.
- v. Incidental charges cover reimbursement of personal/contingent expenses. Some may be monthly and some onetime expenses. They are not subject to taxes, levies, contributions, administrative charges etc. Incidental charges include:
  - a. Overtime charges per hour beyond prescribed hours of duty at the worksite at the rates prescribed by the Government of Karnataka.

- b. Reimbursement of monthly mobile phone charges subject to a max of Rs.300 PM.
- c. Personal equipment if any to be provided to the outsourced personnel like torch, torch cells, laati etc., at reasonable market rates.
- vi. Costs should be quoted in rupees per employee per month for different categories of personnel listed in the Financial Bid.
- vii. Total annual cost of the contract indicated in Part C of the Financial Bid (wages payable, statutory welfare contributions, administrative charges of the Security Services Agency and taxes) alone will be considered for evaluation of Financial Bids. Indicative rates for contingencies will not be included for evaluation purpose.
- viii. There shall be no arithmetic errors in the Financial Bid. If any such errors are found, the tender will be rejected. Total cost should be mentioned in both figures and words. If there is any discrepancy between the figures and the words, amount written in words will be considered as correct.

17.2. Other factors to be kept in mind while offering Financial Bids include the following:

- i. Only the candidates approved by the Deputy Conservator of Forests (Head Quarters) after suitable checks and verification shall be inducted into the security staff.
- ii. Employees' contribution of EPF and ESI will be deducted from the wages payable. This is a mandatory deduction. Take home salary will be less by that amount.
- iii. Other statutory welfare contributions if any shall be paid by the Security Services Agency to the respective agencies when due and reimbursements claimed in the next month's bills from KFD.
- iv. The security shall be provided 24x7x365. Security staff shall work for a minimum of 8 hours per day. There will not be any Sundays or holidays for security services.
- v. However, security staff will be eligible for weekly offs on rotation basis. The Agency and the Security Supervisor will plan and provide for the weekly offs without compromising on the security services taking into account Sundays, public holidays etc.
- vi. Security Supervisor and the security staff will be paid overtime allowance at the admissible rates for the extra hours of work in the shift and for working on holidays.
- vii. If any security staff wants long leave, absconds from duty, resigns, or conducts in a manner that is not acceptable to his/her Security Supervisor or to the KFD, he/she shall be replaced by the Security Services Agency immediately. If there is any delay

in providing substitute by more than 7 days, penalty @ double the average salary/wages will be levied on the Security Services Agency.

- viii. All payments including incidental charges shall be made to the security staff by the Security Services Agency on the last day of each calendar month from their internal resources. All transactions shall be made online and through bank accounts. Reimbursement claims along with supporting bills shall be submitted to KFD before 5<sup>th</sup> of succeeding month by the Security Services Agency. The claims will be verified and reimbursed in three-weeks subject to availability of funds.
- ix. If disbursements/remittances are delayed by the Security Services Agency by more than 3 days, penalty @ Rs.5000 per day will be levied on the first occasion and deducted from the bills submitted for reimbursement. Penalty will be doubled for each occasion of delay thereafter. If the delay is repeated for more than 3 occasions in a year, the contract is liable for cancellation and the security deposit to forfeiture.
- x. Successful tenderer is required to maintain absolute transparency in their financial dealings of this contract. They should maintain the books and records as per the statutory requirements. Their books of accounts shall be open for scrutiny by Karnataka Forest Department and other statutory authorities any time.
- xi. If it is found that the Security Services Agency is underpaying their personnel or indulging in any malpractices or financial irregularities, the contract shall be duly terminated, security deposit forfeited and the agency will be blacklisted.

## **18. Instructions regarding supporting documents to be attached**

- 18.1. The tender requires additional documents as proof of eligibility criteria, work experience, payment of EMD, testimonials etc. List of essential documents is given in Annexure-V. Additional documents if any attached should be relevant to the tender.
- 18.2. There shall be no variation or difference between the original hard copy and the soft copy submitted on the portal. Otherwise the tenderer will be disqualified and EMD forfeited.

## **19. Uploading the documents on the e-Procurement Portal**

- 19.1. Only the soft copies of the required documents should be uploaded on the e-Procurement Portal available at <https://eproc.karnataka.gov.in>.
- 19.2. Tenderers should retain the original documents including receipts for payments made for production before the Tender Inviting Authority at the time of opening the tenders.

## **20. Last date for submission of the tenders**

- 20.1. Deadline for submission of tenders is 5.30 PM on 20<sup>th</sup> September, 2017.

## **21. Extension of time for tender submission**

21.1. Tender Inviting Authority at its discretion may extend the deadline for the submission of bids if necessary. Any such extension will be notified on the e-Procurement Portal.

## **22. Tender validity**

22.1. Tenders once submitted shall remain valid for a period not less than 90 (ninety) days after the deadline for tender submission closes.

22.2. If any tenderer withdraws his/ her bid before the said period (or) makes any modification in the terms and condition of the bid, he/she will be disqualified and the EMD forfeited.

## **C. Tender Opening and Evaluation**

### **23. Opening of Technical Bids**

- 23.1. Deputy Conservator of Forests (Head Quarters) shall be the Tender Evaluation Authority. He/she will open the Technical Bids on 22<sup>th</sup> September, 2017 at 11 AM in his/her chamber in Aranya Bhavan in the presence of tenderers or their authorized representatives.
- 23.2. Name of the tenderer, details of EMD and application processing fee paid, submission of full and complete information, supporting documents, no of corrections if any etc., will be announced by the Tender Inviting Authority immediately upon opening each tender.
- 23.3. He/she will then ask for production of original documents by each tenderer and compare them with the information and documents submitted on the e-Procurement Portal.
- 23.4. Failure to produce the original documents and/or any inconsistency between what is submitted on line and the relevant hard copy will automatically lead to the disqualification of the tenderer and forfeiture of EMD. No appeals will be entertained in this regard.
- 23.5. Tender Inviting Authority may if necessary ask any tenderer for clarifications and supplementary documents if necessary and the same shall be provided. Otherwise the tender will be considered as non-responsive and rejected and his/her EMD forfeited.

### **24. Evaluation of Technical Bids**

- 24.1. Each Technical bid will be evaluated for 100 points using the evaluation criteria indicated in Annexure – VI. Only those who secure 80 points or above will be considered as technically qualified for participation in the Financial Bid. The rest are disqualified. Evaluation of Technical Bids will be completed immediately and intimation to the qualified tenderers will be sent through SMS.

### **25. Opening of Financial Bids**

- 25.1. Financial bids of technically qualified tenderers will be opened by the Tender Evaluation Authority on 25<sup>th</sup> September, 2017 at 11.00 PM in his/her chamber in Aranya Bhavan in the presence of tenderers or their authorized representatives.
- 25.2. Completeness and correctness of the financial bid will be verified; number of corrections/ alterations, arithmetic totals, tax rates, total bid amount etc., will be rechecked and if found correct the final bid price will be announced openly to all the tenderers present.

## **26. Evaluation of Financial Bids**

- 26.1. Total monthly wages to be paid to the Security Services Agency will be criterial to evaluate the Financial Bids. Lowest priced bid will get 100 percentile points. All other bids will get corresponding percentile points by using the lowest bid price as the numerator and the bid price in the given tender as the denominator and then multiplying it with 100.
- 26.2. Percentile points secured by each tenderer will then be converted into weightage points by multiplying with 0.2. This score will be added to the Technical Bid eventually.

## **27. If tender opening day is declared as public holiday**

- 27.1. If for any reason, the state government declares any of the tender opening dates as holiday(s), the tenders will be opened on the next working day.

## **28. Final evaluation**

- 28.1. Score secured in the Technical Bid and in the Financial Bid by each one of the participating tenderers will be added and their total score will be arranged in descending order.
- 28.2. Tenderer who secures the highest number of points in the overall score will be considered as successful tenderer. In case more than one tenderer secure the same score, winner will be determined by lottery in front of the tenderers concerned.
- 28.3. The Tenderer who get the second highest number of points will be considered as the 'Next Best Tenderer'. He/she will get an opportunity to execute the tender work if the successful tenderer fails to execute agreement and take up the work within the prescribed time limit.
- 28.4. EMD of remaining tenderers will be refunded within two weeks after the financial bids are opened. Application processing fee is nor refundable.
- 28.5. Preliminary results of the tender will be announced by the Tender Evaluation Authority on or before 1.00 PM on 28<sup>st</sup> September, 2017.

## **29. Results of the tender to be submitted to the Tender Accepting Authority**

- 29.1. Results of the tender along with all the tender documents and attachments thereof will be submitted to the APCCF (HQ&C) who is the Tender Accepting Authority immediately.

## **30. Tender Acceptance**

- 30.1. Tender Accepting Authority will scrutinize all the tender documents carefully and communicate his/her final decision about the award of the contract as quickly as possible.

30.2. Tender Accepting Authority has the discretion to reject the tenders without assigning any reasons. His/her decision shall not be questioned by the tenderers.

**31. Tender evaluation process to be confidential**

31.1. Examination of the tenders, correspondence made etc., by the Tender Accepting Authority shall be confidential and shall not be disclosed to tenderers or any other persons not officially concerned with such process until the final decision is announced.

**32. Canvassing in any manner is strictly prohibited**

32.1. Canvassing for favorable decision at any stage of the tender process in any manner is strictly prohibited. Such behavior if observed will lead to tenderer's disqualification and forfeiture of EMD.

## **D. Award of Contract and Signing of Agreement**

### **33. Communicating the results of tender**

33.1. Tender Inviting Authority will communicate the final results to the successful tenderer in writing and also to the next best tenderer quickly. Tender scrutiny and confirmation of the award of tender is expected to be completed by 4<sup>rd</sup> October, 2017.

### **34. Signing of the contract agreement**

- 34.1. Within one week of the award of the contract, the successful tenderer shall arrange for security deposit for Rs.2,00,000/- (Rupees two lakhs only) in the form of an irrevocable Bank Guarantee or a bank deposit pledged in favour of the Deputy Conservator of Forests (Head Quarters) from any of the scheduled banks in Bengaluru.
- 34.2. The Bank Guarantee/Deposit shall be got verified by the Tender Inviting Authority. Then his/her EMD will be discharged. Within 3 days of offering the security deposit, the successful tenderer should sign the contract agreement on a non-judicial stamp paper of Rs.100 face value. Last date for signing agreements is 13<sup>rd</sup> October, 2017.
- 34.3. Within two days from the date of agreement, work order shall be issued in favour of the Security Services Agency. Thereafter the work, payments, relationship etc., shall be governed by the contract agreement.
- 34.4. EMD of the Next Best Tenderer(s) will be returned within 30 days after the contract agreement has been signed or the expiry of the tender validity period whichever is earlier. No interest shall be payable on the EMD if there is any delay in repayment.
- 34.5. In case the successful tenderer fails to offer the security or fails to sign the contract agreement, a notice shall be issued to him/her, EMD forfeited and the offer of contract cancelled. Then the Next Best Tenderer(s) will be invited to sign the contract agreement and proceed with the assignment as quickly as possible.
- 34.6. If necessary, efforts including minor amendments to the terms of the contract as may be mutually agreeable shall be made to facilitate the execution of the contract through the Next Best Tenderer. If such efforts are not successful, re-tender may be called.

### **35. Format of the contract agreement**

35.1. Format of contract agreement shall be as given in Annexure –VII. Minor changes as may be mutually acceptable can be made to the agreement clauses.

### **36. Miscellaneous Regulations**

- 36.1. Any grievances against the Tender Inviting Authority/ Tender Evaluation Authority will be heard and disposed by the Tender Accepting Authority. Any complaints or grievances against the Tender Accepting Authority will be heard and disposed by the Principal Chief Conservator of Forests (HoFF). His/her decision shall be final and binding on all parties.
- 36.2. This tender shall be interpreted, construed and governed by the laws of the Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Bengaluru.

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## **ANNEXURE - I**

### **Tender for Providing Security Services on Outsourcing Basis to Aranya Bhavan Premises, Malleshwaram, Bengaluru**

#### **Terms of Reference**

##### **1. Introduction**

Aranya Bhavan, the Head Quarters of Karnataka Forest Department, is a building situated at 18<sup>th</sup> cross, Sampige Road, Malleshwaram in an area of about 2.25 acres. The building has nine floors, basement and terrace, an annex where ICT cell is located, entry and exist gates, vehicle parking area, canteen area, vehicle sheds in the basement and a front lawn. There is an adjoining building where Bengaluru Rural Division is located. Different unit offices of the Head Office of Karnataka Forest Department are located on each floor of the main building (Aranya Bhavan) and the annex. The building and its premises have to be provided security 24x7x365 for orderly entry and exit of officers, staff, service providers, general public and movement of goods. Records, equipment, vehicles etc., in Aranya Bhavan premises have to protected from damage, theft and vandalism. Proper waste/garbage disposal has to be overseen. For this purpose, a dedicated band of security personnel are being employed on outsourcing basis. Security services are meant to ensure orderly working in and around Aranya Bhavan. Following are the terms of reference for the Security Services Agency which is proposed to be hired through the tender:

##### **2. Number and quality of security personnel to be provided**

- i. The Security Services Agency should provide the services of nine security personnel – one Security Supervisor, seven male Security Guards and one female Security Guard. The Security Supervisor will have the overall responsibility. Five Security Guards will be deployed during day and three during night. Security Supervisor as well as the security Guards must have undergone the training prescribed for the Private Security Guards.
- ii. Security Supervisor must be graduate; must be in the age group of 35-50; must be an ex-service man in the rank of a Havildar or Subedar with exemplary conduct certificate from Infantry unit of the defense establishment; must have at least 7 years of experience in private security service; must have driving license and must be fluent in speaking and writing of Kannada and English. He must be familiar with the usage of surveillance camera system. He must be willing to work without any time restrictions.
- iii. Security Guards must have passed SSLC, must be in the age group of 35-50 years; must have at least 3 years of experience in private security service; and must be able to speak Kannada fluently. Seven must be ex-service men with exemplary conduct certificate from infantry unit of the Indian Army. One Security Guard should be a lady with similar qualification but she need not be from the defense forces. She must double up as receptionist also. She must have undergone training in working as a receptionist.

- iv. Security Service Agency must conduct background verification of each candidate employed by them through police at their own cost. A copy of this certificate along with other qualification and experience certificates must be furnished to the Deputy Conservator of Forests (Head Quarters) at the time of their reporting for duty. The Security Service Agency shall maintain a personal record of each candidate employed and keep the records available with the Security Supervisor. These records shall be open to verification by KFD.
- v. Security personnel should be smart, disciplined, committed to duty and must exhibit good personal demeanor. They should be free from alcoholism and other bad habits. They must maintain good personal hygiene. If the candidates do not possess such qualifications, the Deputy Conservator of Forests (Head Quarters) is at liberty to seek replacement. Such directions must be complied with in 15 days by the Security Services Agency.
- vi. The number of security personnel may be increased or reduced by the Deputy Conservator of Forests (Head Quarters) as per the actual need. Variation can be plus or minus two Security Guards. Alternatively, the existing staff may be permitted to work overtime not exceeding 50% of their duty hours and be paid overtime allowance at the rates fixed by the Government of Karnataka or at any other rate as may be mutually agreed upon. Decision of the Deputy Conservator of Forests (Head Quarters) in this regard shall be final.
- vii. Security staff shall be entitled for weekly offs. This should be taken care by the Security Agency and the Supervisor in consultation with the Deputy Conservator of Forests (Head Quarters). Under no circumstances the security of Aranya Bhavan shall be compromised. If any of their personnel proceed on long leave due to ill-health, accidents, personal problems etc., or abstains/absconds from duty for more than 3 days, the Security Services Agency shall provide suitable replacements at their cost and risk immediately.

### **3. Duties and responsibilities of the security personnel**

- i. All the security personnel including the Supervisor shall work under the overall control of the Estate Officer of Karnataka Forest Department in Aranya Bhavan. Security Guards will report to the Security Supervisor, and he/she in turn will report to the Estate Officer and receive further instructions from him/her. Security arrangements shall be made in accordance with the instructions given by the Estate Officer. If there is any problem in complying with his/her instructions, the Security Supervisor may request for guidance from the Deputy Conservator of Forests (Head Quarters) and his/her directions shall be complied with.
- ii. Security personnel must be in uniforms at all times. Security Guards should wear army green pant and full sleeved shirt with shoulder badges, black peak cap, black shoes and Khaki weave belt, whistle and whistle chord, line yard, name badge etc. Lady Security Guard shall also wear the same uniform. Security Supervisor shall also be provided the same dress. He will wear black Barret cap and leather belt instead. He/she should have mobile connectivity and be accessible round the clock to the Estate Officer and the Depu-

ty conservator of Forests. Guards shall be provided with basic equipment like torch, Lati etc.

- iii. The Security Supervisor is responsible for the overall security arrangements. He/she shall be available during the working hours on all working days in the cabin specially provided for him/her. A monitor/screen of the Surveillance Camera System will also be provided to his/her cabin. He shall be responsible for the following security measures:
- a. He should ensure that all the Security Guards are punctual, properly dressed, deployed correctly and are discharging their duties effectively at all times. He/she should guide, monitor and supervise all the security operations and ensure peace. He should conduct random checks and ensure that Security Guards are alert night and day.
  - b. He shall ensure the effective working of surveillance camera systems at all time. Any repairs and maintenance issues should be reported to the Estate Officer, got quickly attended and the system should be kept fully functional 24X7X365. He/she shall keep a constant watch on the happening at different locations through the cameras.
  - c. He shall coordinate with the housekeeping agency, human resources supply agency, equipment maintenance agency etc., and ensure that these agencies work within their scheduled timings and do not disturb the working in Aranya Bhavan. He should keep vigil on such agencies and their staff through security staff and cameras.
  - d. He must occasionally take rounds to different floors or Aranya Bhavan and also to other areas in the premises and ensure that there are no unauthorized persons inside, vehicles are parked properly and that nothing untoward is happening. He/she is responsible random checks during nights and on holidays and reporting any undesirable activities.
  - e. He should ensure that keys of all chambers, offices and vehicles etc., are deposited in the security cabin every evening and returned to the respective users the next day morning. A register of keys deposited/issued every day shall be maintained in his cabin. All registers maintained at his cabin shall be kept up-to-date and signed by him daily.
  - f. He should ensure that lights in the common areas are switched on every day at dusk and switched off at dawn. He/she should ensure that fountains are switched on and off at the beginning and end of office hours. He/she should also ensure that there is no leakage or wastage of water and electricity in the entire complex.
  - g. He will ensure that all departmental staff record their attendance in the Biometric system. Those arriving late or leaving early should be made to sign in the movement register. This register should be produced every day to the senior officers as directed.

- h. He should personally attend and receive the PCCF (HoFF), other PCCFs, Secretaries to Government, MLAs, MPs, VIPs, VVIPs, Govt of India Officers, retired PCCF, Officers of other states etc., at the porch and greet them with a salute, escort them to their destination, introduce them to the officers concerned and take leave of the guest.
  - i. He should take due care of the national/state flag and be present during ceremonial occasions. If so directed, he should participate in the ceremonies along with his staff.
  - j. The Security Supervisor should interact with the departmental officer(s) concerned and provide feedback to him/her about any incidents of significance.
  - k. He should attend to any other tasks/duties assigned to him by the Deputy Conservator of Forests (Head Quarters) from time to time.
- iv. Security Guards must keep themselves fit, be punctual to their duties and discharge the responsibilities assigned to them. They are collectively responsible for the following security activities:
- a. The lady Security Guard shall be responsible for handling the help desk during the day. She will regulate the entry and exit of departmental staff and visitors, cross check visitor appointments with the officers, maintain the visitors' register, issue visitor passes and collect them back after the visit is over. She will keep a special watch on the lady staff and lady visitors. If necessary, she will check the ladies bags and frisk them. She will be supported by one male Security Guard in her duties.
  - b. The other Security Guards will safeguard the buildings, vehicles, equipment, trees, books, files, registers, documents, materials and other valuables in Aranya Bhavan and its premises and safeguard them from theft, pilferage, damage, unauthorized use, abuse, fire, flood and such other eventualities during day and also in the night. Casual visitors shall not be allowed into the premises.
  - c. Open the chambers and offices in the morning by 8.30 AM on all working days and oversee the cleaning and other housekeeping operations and keep them ready for use by 9.30 AM. In the evening, all chambers and offices shall be locked after the officers/office staff leave and keys deposited in the cabin of Security Supervisor.
  - d. They should ensure that vehicles are parked in proper order, drivers and visitors are seated in their designate places, no one is indulging in undesirable activities like playing cards, speaking loudly, wandering/loitering around, indulging in gossip etc. Trouble makers shall be sent out of the premises immediately.
  - e. Regulate the movement of furniture, stationery, equipment, materials, goods, articles, food supplies and such other goods/items into or out of the premises.
  - f. Keep complete night vigil and ensure that no one enter the building/premises.

- g. Keep all the chambers, offices and gates closed on holidays and prevent entry of unauthorized persons, stray cattle, unauthorized parking of vehicles and unauthorized removal of any valuables. If any officer requests for opening the chamber/office on a holiday, it shall be opened for the required hours and closed again.
- h. Be familiar with fire, flood and other emergency procedures, stay in touch with the Estate Officer, police and other authorities concerned and assist them.
- i. Report any untoward incidents to the Estate Officer immediately orally and if necessary in writing as soon as possible and take further steps as directed.
- j. Any other work which may be entrusted to them.

#### **4. Conduct of the Security Personnel**

- i. Security personnel should conduct themselves with dignity and authority. Bad habits will not be tolerated. No room will be given for arguments or scuffles. If they have any difficulty in handling any situation, security personnel should report to the Estate Officer, Deputy Conservator of Forests (Head Quarters) or to any other senior officer as directed.
- ii. Security Supervisor and Guards are prohibited from entering into personal dealings like borrowing money, organizing chits, promoting sales, dealing with hawkers etc., or indulging in any undesirable activities such as alcoholism, molesting or sexual harassment of women, stealing etc. If any such behavior is noticed, services of the person involved will be terminated immediately and further legal action will be taken as per the law.
- iii. Any complaint from any departmental officer/staff against the Supervisor Security or Guards shall be looked into by the Security Agency and redressed to the satisfaction of the complainant. If there is any deficit in the service level, penalties at the prescribed rates will be levied and the same will be collected from the bills of the Security Services Agency.

#### **5. Payment of wages and allowances to the security staff**

- i. The Security Services Agency shall pay monthly wages and allowances to all the security personnel on the last day of the month without fail at the rates agreed in the contract from their internal financial resources; remit EPF, ESI and other statutory contributions; pay admissible taxes, contingencies etc.; and submit their bills in triplicate along with supporting documents to the Estate Officer before 5<sup>th</sup> of next month. The bills will be reimbursed by the Deputy Conservator of Forests (Head Quarters) in three weeks subject to availability of funds. Delaying the payment to the security staff will attract penalty @ Rs.5000 per day of delay in the first instance. Amount of penalty will be doubled for each succeeding occasion. All payments and receipts shall be on line and through bank accounts. There shall be no underpayment or underhand dealings with the employees. If any such complaints are received, they will be looked into and if found true, the contract will be terminated, security deposit forfeited and the agency will be blacklisted.

- ii. For all legal purposes and intents, the Security Services Agency shall be the Principal Employer of the security personnel. Welfare of the security personnel shall entirely be their responsibility. KFD is responsible for paying for the services rendered every month and defraying common expenditure like uniforms etc., as per the agreed terms.
- iii. Security Services Agency must keep their financial transactions transparent. They must maintain proper books of accounts and records like personal files of staff, attendance, pay rolls, EPF Register, ESI Register, fines, penalties, undisbursed wages, leave account etc., as required by various statutes and keep them available for the scrutiny of KFD and other statutory authorities. If they are not produced or found to be incomplete, false or fabricated, penalty of Rs.10000 (ten thousand) will be levied for the first occasion. Penalty will be doubled each time for the next two occasions. If the Security Services Agency fails to produce the records for the fourth time or produces incomplete records, a notice will be issued, the Security Services Agency heard, contract terminated, security deposit forfeited and the agency will be blacklisted.

## 6. Penalties

- i. If the Agency fails to provide effective security as per the terms of this tender/contract agreement or if the guards were found sloppy in discipline/conduct, penalties at the following rates will be imposed and the amount will be recovered from the monthly bills:

Sl no	Nature of failure/indiscipline	Penalty
1	Unauthorized persons found inside Aranya Bhavan or ICT cell.	Rs.100 per incident.
2	Theft, loss of any valuable item or damage to the property	Twice the value of the item or cost of repairs
3	Failing to follow the written instructions of the Estate Officer	Rs.1000 per incident
4	Late arrival for the duty	Rs.100 per incident
5	Not found in uniforms	Rs.300 per day
6	Unauthorized absences	Twice the daily salary/wages
7	Playing cards, sleeping or cooking etc., while on duty	Rs.300 each time
8	Not reporting any major incident	Rs.500 per incident
9	Doing night duty without torch	Rs.300 per incident
10	Not responding to telephone calls while on duty	Rs.100 per incident
11	Not producing files/ records/books of accounts on demand	Rs.10000 for first time and double each time thereafter.

- ii. The Estate Officer will maintain a record of such incidents in the form of a diary and inform the Security Services Agency by email under intimation to the Security Supervisor as soon as possible. Such events shall be cross checked by the Security Supervisor and rectified immediately but their occurrence can't be called into question by the security personnel or the Security Services Agency. Total sum of penalties will be recovered from

the monthly bill of the Security Services Agency. If the trend persists, the contract will be liable cancellation in addition to forfeiture of security deposit and blacklisting.

- iii. The Security Agency shall indemnify the Karnataka Forest Department against any loss or damage caused due to negligence, involvement or failure of the security personnel. Double the value of such loss/damage as assessed by the Deputy Conservator of Forests (Head Quarters) will be recovered from the monthly bills of the Security Services.

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## ANNEXURE - II

### Tender for Providing Security Services on Outsourcing Basis to Aranya Bhavan Premises, Malleshwaram, Bengaluru

#### Covering Letter

Ref No:

Bengaluru, Dated:

To,

The Deputy Conservator of Forests (Head Quarters), and  
Tender Inviting Authority,  
Aranya Bhavan, 18<sup>th</sup> Cross, Malleshwaram,  
Bengaluru-560003. PIN – 560003.

**Sub:** Submission of e-Tender for providing security services on outsourcing basis to Aranya Bhavan and its premises - reg.

**Ref:** Your Notification No. PCCF/C/SS/GL-94/2017-18 Dated: 06-08-2017.

Sir,

I/We are pleased to respond to your tender notification for providing security services on outsourcing basis to Aranya Bhavan and its premises. I/We are herewith submitting our tender duly filled along with the necessary supporting documents on the e-Procurement Portal of Government of Karnataka as prescribed. Further, I/we declare that:

1. Our firm/company is registered under Private Security (Regulation) Act, 2005 and Karnataka Private Security Agencies Rules, 2008. Registration copy is enclosed.
2. We have the required experience in providing private security We are eligible to participate in this tender.
3. I/we have been duly authorized to offer the tender on behalf of our firm/company.
4. Our tender offer is valid for a period of 90 days from the date of tender.
5. I/We have attached all the relevant documents as required for this tender. Soft copies are being uploaded. Original documents available with me/us for verification.
6. Me/my firm/company is not blacklisted by Government of Karnataka or Government of India, for corrupt and fraudulent practices, and
7. The information furnished by me/us in the technical bid are true and correct to the best of my knowledge and belief.

I/we understand and agree that should any of our declarations are found incorrect or false, we will be disqualified from participating in this tender and our EMD will be forfeited.

With regards,

Signature and seal

## ANNEXURE - III

### Tender for Providing Security Services on Outsourcing Basis to Aranya Bhavan premises, Bengaluru

#### Technical Bid Form

Sl no	Item	Particulars	Remarks
1	Name of the private security firm/ company and its address in Bengaluru including landline phone, email and website URL if any		Furnish a copy of the brochure
2	Year of establishment of the firm/ company and legal status		Please furnish documentary proof
3	Whether is firm/company is registered under Karnataka Private Security Agencies Rules, 2008?	Yes/No If YES, Registration number:	Furnish a copy of the registration certificate
4	How many security personnel are currently employed by you?		Enclose the list by each client.
5	Please provide the registration numbers of tax and statutory contribution authorities.	GST registration No: PAN registration No: EPF registration No: ESI registration No:	Attach photocopies of documents
6	What is the annual turnover of the firm/company in the last three years (in lakh rupees)?	2016-17 2015-16 2014-15	Please attach the income expenditure statements
7	How many clients did you have in the last three years?	2016-17 2015-16 2014-15	Please attach work orders
8	Have you attached the testimonials from at least one client for each one of the last three years?	2016-17 - (name of the client) 2015-16 - (name of the client) 2014-15 - (name of the client)	Copies of the testimonials to be furnished
9	Name, address and contract details of the applicant including Aadhar card number, mobile phone, email ID		
10	In what capacity are you representing the firm/company?		
11	Are you the authorised signatory for this tender application?	Yes/No	Furnish copy of the authorisation
12	Any other information you would like to furnish?		
Place:		Name:	
Date:		Signature of Tenderer:	

## ANNEXURE – IV

### Tender for Providing Security Services on Outsourcing Basis to Aranya Bhavan Premises, Bengaluru

#### Financial Bid Form

<b>Part A - Financial quote for the Security Supervisor</b>			
Sl. no	Item	Cost per month (in Rupees)	Remarks
I	<b>Payments to the Supervisor</b>		
	a. Basic Pay		
	b. Variable Daily Allowance		
	c. Uniform Allowance		
	d. Uniform Maintenance Charges		
	e. Other Allowance(s) if any (please specify item wise)		
	<b>Sub-total of the outgo</b>		
II	<b>Statutory contributions</b>		
	a. EPF contribution @ ---%		
	b. ESI contribution @---%		
	c. Any other statutory welfare fund contribution(s) (please specify item wise)		
	<b>Sub-total of contributions</b>		
III	IT @ ---% on I and II above		
IV	Administrative cost of Security Services Agency @ --- percent of I, II and III above		
V	GST @ ---% on IV above		
	<b>Grand total</b>		
<b>Total monthly wages quoted is Rupees -----only</b>			

<b>Part B - Financial quote for one Security Guards</b>			
Sl. no	Cost item	Cost per month (in Rupees)	Remarks
I	<b>Payments to the Security Guard</b>		
	a. Basic Pay		
	b. Variable Daily Allowance		
	c. Uniform Allowance		
	d. Uniform Maintenance Charges		
	e. Other Allowances if any (please specify item wise)		
	<b>Sub-total of the outgo</b>		
II	<b>Statutory contributions</b>		
	d. EPF contribution @--%		
	e. ESI contribution @--%		
	f. Any other statutory welfare fund contribution(s) (please specify item wise)		

	<b>Sub-total of contributions</b>		
III	IT @ ---% on percent of I and II above		
IV	Administrative cost of Security Services Agency @ --- percent of I, II and III above		
V	GST @ ---% on percent of IV above		
	<b>Grand total</b>		
<b>Total monthly wages per Security Guard is Rupees -----only</b>			

### Part C. Cost of wages, VDA and statutory allowances payable per year

Sl. no	Cadre	Cost per month (Rs)	No of staff	Cost per year (Rs)
1	Security Supervisor		1	
2	Security Guards		8	
Total				
Total wages, allowances, statutory welfare contributions and taxes payable per year is Rs. ----- (Rupees. -----) only				

### Part D. Indicative rates for reimbursements of contingencies

1. Over time allowance:
  - i. Overtime allowance per hour for Security Supervisor Rs. ---- Per hour
  - ii. Overtime allowance per hour for Security Guards Rs. ---- Per hour
2. Equipment:
  - i. Mobile phone and call charges for the Security Supervisor Rs. ---- per month
  - ii. Torch and batteries for the Security Guards Rs. ---- per month.
  - iii. Laatis for beat duty for the Security Guards Rs. ---- once a year.

Bengaluru	Name:
Date:	Signature of Tenderer:

## ANNEXURE - V

### Tender for Providing Security Services on Outsourcing Basis to Aranya Bhavan, Bengaluru

#### Checklist of documents to be attached to the Technical Bid

Sl. No.	Document copies to be attached to tender forms	Yes/No
1.	Copy of Firm/Company brochure showing the profile	
2.	Firm/Company's Incorporation certificate / Registration Certificate	
3.	Copy of Registration certificate as Security Services Agency with police	
4.	Proof for Registration with Service Tax Authorities.	
5.	Income Tax returns for last three years	
6.	Power of Attorney to participate in the tender	
7.	Work order copies of existing clients	
8.	Testimonials from at least one client/per year for last three years	
9.	Any other document (please furnish details)	

*Note: Sl. no 1 to 7 are mandatory documents. If not submitted, the tender will be considered as not substantively responsive and summarily rejected.*

Certified that photo copies uploaded on the e-Procurement Portal are the photo copies of original documents a copy of which are available with the authorized signatory of the firm/company. Original documents will be produced for verification at the time of opening of tenders. If I/we fail to do so, or if there be any difference between the original documents and the photocopies or if any of the documents submitted are found to be incorrect, false or forged, I/we agree to be disqualified and our EMD forfeited.

Place:	Name:
Date:	Signature of Tenderer:

## ANNEXURE - VI

### Tender for Providing Security Services on Outsourcing Basis to Aranya Bhavan Premises, Bengaluru

#### Criteria for Evaluation of Tenders

Tenders received will be evaluated based on the following criteria

SI no	Criteria	Points	Max Score
<b>Part A - Technical bid – Max 100 points</b>			
1	Age of the security firm/company	<3 years = Not eligible to apply 3 years = Min of 6 points 2 Points for each completed additional year of experience	10
2	No of clients served	<3 clients = not eligible to apply 3 clients = 5 points 1 point for one additional client	10
3	No of security personnel provided by the firm/ company to clients	< 100 = Not eligible to apply 100 security personnel = 10 points 1 point for every 20-additional staff	20
4	Annual turnover in the last 3 years	< Rs.100 lakh = not eligible to apply Rs. 100 lakh = 5 points 1 point for Rs.20 lakh thereafter 10 Points for 2016-17 10 Points for 2015-16 10 Points for 2014-15	30
5	Credentials from the previous clients	Excellent grading = 10 points: very good = 8 points, Good = 6 points; Average = 4 points; poor = 2 points. Client - I for 10 points Client - II for 10 points Client - III for 10 points	30
Note: Applicants should score at least 80 points in the technical bid to be eligible for considering their financial bids.			
<b>Part B - Financial bid for providing security services on outsourcing basis– Max 20 points</b>			
4	Total Cost	Lowest rate quoted by technically qualified applicant inclusive of taxes and other levies in Part-A of the financial bid will get 100 percentile points. Others will be awarded percentile points using the lowest valid bid price as the numerator and their price as the denominator multiplied with 100. It will be further converted into 20 points weightages by multiplying with a weight of 0.2.	20
<b>Total score</b>			<b>120</b>

## **ANNEXURE - VII**

### **Tender for Providing Security Services on Outsourcing Basis to Aranya Bhavan, Bengaluru**

#### **Form of Contract Agreement**

This contract agreement (herein after this agreement) is entered into on this --- day, the ---(day) of --- (month), --- (year) by and between the Deputy Conservator of Forests (Head Quarters), Aranya Bhavan, (which includes his successors, nominees, attorneys etc.,) for and on behalf of the Governor of Karnataka (hereinafter called as Principal) as the First Party; and Sri/Smt -----, aged --- years, residing at ---- for and on behalf of the private security services firm/company titled as M/S ----- having its office at -----, as it authorized representative (hereinafter called as the contractor) as the Second Party (which include his successors, nominee, attorney, representative etc).

Whereas the First Party, intending to improve the security to their office named 'Aranya Bhavan' and its 2.25 acre premises located at 18<sup>th</sup> Cross Malleshwaram, Bengaluru, PIN 560003, by outsourcing the work to a qualified and registered private security service agency, invited tenders on the e-Procurement Portal of the Government of Karnataka.

Whereas the Second Party participated in the e-tender successfully and has been awarded the contract in accordance with the terms and conditions thereof for a consideration of Rs. ---- (Rupees ----- only) per annum and hence this contract agreement. This contract is valid for a period of two years from the date of issuing the work order by the Deputy conservator of Forests (Head Quarters) and is further extendable by one year at the discretion of the First Party.

In witness whereof, both the parties agree to work according to the following terms and conditions:

#### **I. Tender notification, bid documents et to be a part of this contract agreement**

1. Tender notification, bidding documents, work order etc., issued before signing of this agreement and any further instructions issued after the signing of this contract agreement shall be deemed to be a part of this contract agreement.

## **II. Obligations of the Second Party to the contract**

2. The Second Party shall provide complete security services to Aranya Bhavan and its premises by employing one Security Supervisor and minimum of eight Guards (five for the day and three for the night), i.e. total of 9 (nine persons) as detailed in the Terms of Reference which is attached to this contract agreement as Annexure – I.
3. Qualifications and experience of the Security Supervisor and Security Guards shall be as detailed in the Annexure – I to this agreement. The Second Party shall offer a list of candidates to the First Party after identifying them and conduct background checks through police. A copy of the police verification certificate, a copy of the security services training certificate, defense service documents, academic certificates, experience certificates etc., must be furnished to the First Party. Only after verifying the documents, interviewing the candidates and if satisfied with the candidate, they will be accepted by the First Party.
4. Every candidate so accepted by the First Party shall be issued uniforms, ID cards, equipment etc., by the Second Party. Costs will be defrayed by the First Party. Statutory records, bank and welfare contribution accounts shall be opened and maintained by the Second Party. Details shall be furnished to the First Party at the earliest.
5. Discipline, duties and responsibilities of the security personnel shall be as described in Annexure – I to this contract. Staff provided initially will be under observation for a month. If the performance of any candidate is not satisfactory, the First Party is entitled to seek replacement. The Second Party shall do so within two weeks. The same procedure will apply to any new security staff appointed later as substitutes. Staff once accepted shall not be changed/transferred/removed from service without the prior consent of First Party.
6. The Second Party shall ensure effective working of the security personnel through periodic surprise checks during the day and also at night randomly, maintain a record of such visits and inform the First Party of the details and outcome of their surprise checks. They will keep close liaison with the First Party and take necessary corrective action based on the feedback received and make every effort to provide services to their satisfaction.
7. The security personnel shall be paid monthly wages and allowances as per the rates indicated in Annexure – II to this contract agreement. The Second Party shall first pay the monthly wages and allowances to all the security personnel without fail on the last day of the month from their internal resources through their bank accounts. They shall also remit EPF, ESI, other mandatory contributions and admissible taxes to the respective authorities simultaneously and seek reimbursement from the First Party.
8. The Second Party shall be responsible for other welfare benefits such as weekly offs, leave, accidents, health problems etc., at their risk and cost. The First Party has no obligation to bear any cost on any of these benefits. The Second Party shall provide temporary

replacements in case of long leave for ill-health, accidents etc., and ensure uninterrupted security services to the First Party and shall not charge any additional costs on these accounts.

9. The Second Party shall be responsible for the good conduct, commissions and omissions of the security personnel. The Security Services Agency shall make good any loss or damage caused to the First Party or to the Karnataka Forest Department on account of the failure, negligence or involvement of the security personnel. Double the value of such loss/damage as assessed by the First Party will be recovered from the monthly bills or the security deposit of the Security Services Agency.
10. Any complaint from the First Party or any other officer/staff of the Department shall be looked into and redressed by the Second Party to the satisfaction of the complainant. If there is any deficit in the service level, penalties at the prescribed rates will be levied and the same will be recovered from the Second Party in the monthly bill.

### **III. Obligations of the security personnel**

11. Security Supervisor will control and manage the Security Guards. Security Supervisor shall work under the overall guidance and control of the Estate Officer. On a day to day basis he should work with the Estate Officer. In case of any difficulty, he shall seek instructions from the Deputy Conservator of Forests (Head Quarters)
12. The security establishment shall work as a single unit and provide 24x7x365 security to Aranya Bhavan and its premises and enable peaceful working therein. There shall be no holidays or breaks for providing the security services. Substitutes shall be provided at the cost of the Second Party when any of the security personnel avail leave or remain absent.
13. All the guards will report to the Security Supervisor at 8.00 AM every morning, participate in the day's parade in front of Aranya Bhavan and debrief the supervisor on the proceedings of the previous day. The supervisor will announce the duty plan for the day and the Guards will work accordingly. Similarly, there shall be an evening parade at 8.00 PM wherein the Security Supervisor will get a debriefing from the day staff and assign responsibilities for the night duty staff. The day and night duty staff except the lady Security Guard shall be rotated once in a month. Security staff shall put in a minimum of 8 hours of duty per day. If the duty hours are more, they will be paid over time allowance at the agreed rates.
14. Duties of Security Supervisor shall be as defined in annexure – I to this contract. He must occasionally visit different floors of Aranya Bhavan and check the visitors and happenings in the common areas. He/she is responsible random checks during nights and on holidays and ensuring proper security. He/she must be available on the mobile phone 24x7.
15. Duties of Security Guards shall be as defined in annexure – I to this contract. If there is any problem in complying with the terms and conditions or specific instructions received

form Security Supervisor/Estate Officer, they may request for guidance from the Deputy Conservator of Forests (Head Quarters) and his/her directions shall be complied with.

16. In addition to what is given in Annexure – I, all the security personnel are collectively required to carry out the following activities and enforce the security measures:
  - a. Mark their attendance in the biometric system installed by the First Party. In, out and duty timings recorded in the biometric system shall be the basis for payment of over-time allowance.
  - b. Open the chambers and offices in the morning by 8.30 AM and oversee cleaning and other housekeeping operations on all working days and keeping them ready for use by 9.30 AM. In the evening, all chambers and offices shall be locked after the officers/ staff leave and keys deposited for safe custody in the cabin of the Security Supervisor. If any officer wants to work early/late in the day or work on a holiday, the security staff shall facilitate the same.
  - c. Protecting and safeguarding the building, vehicles, equipment, trees, books, files, registers, documents, materials and other valuables in Aranya Bhavan and its premises and safeguarding them from theft, pilferage, damage, unauthorized use, abuse, fire, flood and such other eventualities at all times. If anything goes/found wrong, it should be reported immediately to the Estate Officer and also to the Estate Officer.
  - d. Be able to identify the departmental Staff and officers working in Aranya Bhavan and not insist on production of their identity cards. However, they must ensure that all the staff mark their biometric attendance. Those who enter or exit during working hours should make necessary entries in the movement register.
  - e. Public should be allowed generally between 3.30 to 5.30 PM on working days. Security staff should screen the visitors, enter their details including the purpose of visit in the visitors' register, issue visitors' passes and recover them as the visitors exit. Hawkers and trouble makers shall not be allowed in to the building or premises.
  - f. VIPs, outstation departmental staff /officers, other government officers/staff, scientists and others visiting Aranya Bhavan shall be treated with due respect. Security Supervisor will receive and escort respectable visitors to their destinations.
  - g. Report to the Estate Officer, in his/her absence to the First Party or to any another senior officer as directed if any visitor creates trouble or gets into scuffle at the help desk. They should be handled as directed.
  - h. Guide, advice and supervise the work of service providers who may visit Aranya Bhavan for various purposes. Some of them may bring materials and equipment; some supply food; and some render housekeeping/maintenance or other kinds of services. Security personnel must keep a list of contact number of all officers, contact them if necessary and direct the service providers accordingly.

- i. Regulate the movement of furniture, stationery, equipment, materials, goods, articles, food supplies and such other goods/items as they are move in or go out of Aranya Bhavan by the departmental employees. A record of materials, equipment etc., brought in or taken out from Aranya Bhavan by any one shall be recorded.
- j. Ensure orderly vehicle parking by the departmental drivers as well as the visitors. The Security Supervisor may do the parking himself/herself if necessary. If anyone does not oblige, the Security Supervisor should inform the Estate Officer and also the traffic police and if necessary make arrangements for towing the wrongly parked vehicle.
- k. Security personnel will carry out any other task or responsibility entrusted to them by the First Party including staff/public protests and Dharnas or by the Security Supervisor. They should make every effort to manage the situation peacefully and if it is not possible seek the help of police through the Estate Officer. Untoward incidents should be reported to the Estate Officer immediately and further steps should be taken up as directed.
- l. They should be familiar with emergency procedures and implement them professionally as and when required.

#### **IV. Obligations of the First Party**

17. The First Party will provide a cabin to the Security Supervisor along with a monitor/screen of the Surveillance Camera System for the day to day use of the Security Supervisor. Basic information about the department, contact phone number of all officers and other important functionaries in Aranya Bhavan will be provided for his guidance.
18. Each employee screened and accepted for doing security duty will be provided an identity card by the Second Party. The same will be stamped with the office seal and signature of the First Party. Security personnel shall keep the identity cards with them always.
19. The First Party will inform the Second Party if there are any deficiencies in the security service in writing before proceeding to impose any penalties or effecting any recoveries.
20. Bills raised for reimbursement of salaries/wages and other expenses in accordance with the terms of this agreement shall be settled by the First Party within three weeks after submission subject to availability of funds.

#### **V. Period of the contract**

21. This contract, unless otherwise terminated, is valid for a period of 2 (two) years from the date of issuing the work order by the First Party. If the performance of the second party satisfactory, the contract may be extended for one more year at the discretion of the First Party on such terms and conditions as may be mutually agreeable.

## **VI. Security deposit**

22. The Second Party offered Rs.2,50,000 (Rupees two lakhs fifty thousand only) as security deposit for the due performance of this contract in the form of an irrevocable bank guarantee bearing no---- from ----- branch of ---- bank/as fixed deposit in ----- branch of ---- bank pledged in favour of Deputy Conservator of Forests (Head Quarters).
23. The security deposit will be discharged/refunded if the Second Party discharges his/her obligations under this contract without any hitch within 30 days after the contract period gets over after deducting dues if any.

## **VII. Terms of payment**

24. The First Party agree to pay for the security services at the rates given in the annexure – II to this contract agreement. Payments are essentially in the form of reimbursement of expenses by the First Party to the Second Party. No advance whatsoever will be provided. Reimbursement will be limited to the number of personnel and actual services rendered.
25. Monthly charges for the security services will remain frozen. It will be the same as approved in the tender document. However, if the minimum wages are revised by the government of Karnataka, the salary/wages of the security personnel will be revised in the same proportion as that of the minimum wages. If statutory contributions or taxes are revised by the government, the same will be made applicable immediately.
26. Overtime worked as per the biometric system of attendance will be paid in addition to the monthly wages at the rates approved by Government of Karnataka or as agreed separately by both the parties. These payments are of the nature of reimbursement of personal contingent expenditure on refreshment, food, late travel etc., of the security personnel and therefore will not attract allowances, welfare contributions, taxes etc.
27. The Second Party shall maintain the statutory and required books of accounts/records/registers. The Second Party also agrees to keep their financial transactions timely and transparent. Books of accounts related to this contract shall kept up to date and shall be made available for inspection by the First Party and other statutory authorities within three days.
28. There shall be no underpayment or underhand dealings with the employees by the Second Party or their underlings. Any form of shady deals or transactions shall be dealt with sternly by the First Party. The Second Party agrees to stay away from such transactions.

## **VIII. Payment of bills**

29. The Second Party will first pay the monthly wages, statutory contributions, taxes, overtime allowances, other contingent payments etc., in full and submit the bills along with proof of payment to the Estate Officer before 5<sup>th</sup> of next month. He/she will scrutinize the details and recommend to the First Party for reimbursement within 3 working days.

30. The second party will check them once again thoroughly, deduct penalties, overpayments and other dues if any and arrange for reimbursement of the bills within three weeks after receiving the bills subject to availability of funds.
31. Second Party shall pay taxes, duties, levies, fee and other impositions as may be levied under the applicable law at their end every month on the last day and produce the proof to the First Party. If it is not done, or if there is a short payment, the First Party is at liberty to recover the rest and remit the same to the authorities concerned.
32. Delay of more than three days in payment of monthly wages and breach of any contract terms will attract still penalty. They will be recovered from the monthly bills.

## **IX. Penalties**

33. There shall be two types of penalties – once against the Security Service Agency and the second against the Security Personnel individually for violation of the contract terms or for non-performance.
34. The Second Party shall be liable to the following penalties:
  - a. If payment of wages and remittance of welfare contributions, taxes etc., are delayed by more than three days, it will attract a warning for the first time and penalty of Rs.5000 (five thousand) per day for the second instance and Rs.10000 (ten thousand) per day for the third instance. The contract is liable for termination and the security deposit liable for forfeiture if it repeats more than thrice in a year.
  - b. For any violation, which the First Party may consider serious, the Second Party will be given a warning in the first instance; a penalty of Rs.10000 (ten thousand) for the second instance; Rs.25000 (twenty-five thousand) for the third instance. Thereafter, the contract is liable for cancellation and the security deposit liable for forfeiture.
  - c. If records pertaining to this contract are not produced within 3 days after a demand has been made in writing or records produced were found to be incomplete, false or fabricated, a warning will be issued in the first instance, penalty of Rs.10000 will be levied for the second occasion, and penalty or Rs.25,000 (twenty five thousands) will be levied for the third instance. Thereafter, the contract is liable for cancellation and the security deposit liable for forfeiture.
  - d. If any complaints are received against the agency alleging embezzlement or mismanagement of funds, they will be inquired into by the First Party and if found true, a notice will be served on the Second Party, they will be heard if necessary and the contract will be terminated, security deposit forfeited and the agency will be blacklisted.
35. Security personnel shall be liable to the following penalties
  - b. The Estate Officer will discuss with the Security Supervisor from time to time and seek to correct minor failures and problems immediately.

- c. If minor failures are repeated in spite of Estate Officers advice, penalties at the following rates will be imposed:

<b>Sl. no</b>	<b>Nature of failure/indiscipline</b>	<b>Penalty</b>
1	Unauthorized persons found inside Aranya Bhavan or ICT cell.	Rs.100 per incident.
2	Theft, loss of any item or damage to the property	Twice the value of the item or cost of repairs
3	Failing to follow the written instructions of the Estate Officer	Rs.1000 per incident
4	Late arrival for the duty	Rs.100 per incident
5	Not found in uniforms	Rs.300 per day
6	Unauthorized absences	Twice the average per day salary/wages
7	Playing cards, sleeping, telling lies, kindling fire etc., while on duty	Rs.300 each time
8	Not reporting any major incident	Rs.500 per incident
9	Doing night duty without torch	Rs.300 per incident
10	Not responding to telephone calls while on duty	Rs.100 per incident

- d. Estate Officer is competent to levy penalties. He/she will record the date, time, nature of penalty, penalty amount etc., in a register, inform the Security Supervisor and the Second Party by email and deduct the same from the monthly bills. While the Security Supervisor and the Second Party are free to immediately verify the incidents, no investigation or enquiry can be sought into his report.
- e. Security personnel are prohibited from getting intimate with others or entering into personal dealings like borrowing money, organizing chits, promoting sales etc., or indulging in any undesirable activities such as alcoholism, theft, molesting or sexual harassment of women, stealing etc., his/her services will be terminated immediately and further legal action will be taken as per the law.
- f. If it is found that security staff are not effective and in spite of written intimation on three occasions, the Second Party has not taken any remedial steps, the contract is liable for termination and the EMD liable for forfeiture.

## **X. Dispute resolution**

36. Both the parties to the agreement shall perform their duties and carry out their obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted professional practices. They shall at all times support and safeguard each other's legitimate interests.

37. In case of any dispute between the first and the Second Party, first appeal shall lie to the APCCF (HQ & C) who will try to settle the matter amicably. Second appeal if any shall lie to the PCCF (HoFF) whose decision shall be final. If it is not agreeable, the matter shall be settled in accordance with the Indian Arbitration Act, 1996.
38. This contract, its meaning and interpretation, and the relationship between the parties shall be governed by the applicable law in India. Legal jurisdiction will be subject to the limits of Courts in Bengaluru.

**XI. Termination of the contract**

39. If the First Party is not satisfied with the performance of the Second Party, a thirty-day notice may be issued quoting specific instances of non-performance, the Second Party given an opportunity of being heard and then the contract may be terminated. In case the Second Party wants to terminate their contract, they may do so by giving a notice of 60 days. In either case the security deposit shall be forfeited.

**XII. Miscellaneous**

40. The First Party shall not be responsible for any dispute between the Second Party and their staff in any manner. However, in case of financial disputes with regard to underpayment, non-remittance of statutory contributions, not providing the basic requirements etc., they shall be looked onto by the First Party and remedied appropriately.
41. Modification to the terms and conditions of this contract, including any changes to the scope of the services, contract price or period can only be made after mutual consultation and consent. Any such changes shall be reduced to writing and signed by both parties. It is deemed to have been made when a written document is signed and delivered to the party by hand or post or by email.
42. In case of Force Majeure (Act of God) which is beyond the reasonable control of either party which renders the performance of their obligations under the contract impossible or so impractical under the circumstances, no liability shall vest on either party. The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

In witness whereof this contract agreement has been signed by both the parties on the day and date first mentioned in this agreement.

Name:	Name:
Signature:	Signature:

For and on behalf of the Governor of Karnataka (First Party)	For and on behalf of the Firm/Company (Second Party)
Office seal	Office seal

**Witnesses:**

Name:	Name:
Signature:	Signature:
Address:	Address:

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