Kerala Transport Development Finance Corporation Ltd (A Government of Kerala Undertaking and a Non Banking Financial Company registered under the Reserve Bank of India) Trans Towers (6<sup>th</sup> Floor), Vazhuthacaud, Thiruvananthapuram

Telephone: 0471-2327881, 2326883, Fax: 0471-2326884, e-mail: tenders@ktdfc.com, web: www.ktdfc.com

# Tender form for sealed competitive bid for Licence for providing Security Arrangements



Sealed competitive tenders are invited by Kerala Transport Development Finance Corporation Ltd. (KTDFC) from licensed Firms to undertake the work of Security Arrangements in the **KSRTC Bus Terminal Complex at Kozhikode**, as per the terms and conditions mentioned in the tender documents. The tender documents can be obtained from the Head Office of KTDFC or the same can be downloaded

from the website: *www.ktdfc.com* 

Last Date and Time for the submission of Tender	14 <sup>th</sup> September, 2015 till 03.00 pm
Date and Time of opening of Tender	16 <sup>th</sup> September, 2015 at 10:30 am
EMD	₹. 25,000/-

EMD shall be remitted by way of DD/ Banker's cheque drawn in favour of the **Managing Director**, Kerala Transport Development Finance Corporation Ltd, payable at Thiruvananthapuram.

Thiruvananthapuram Date: 24.08.2015 Sd/- **Principal Project Consultant** Kerala Transport Development Finance Corporation Ltd.

Signature of Tenderer :

Page No. 1

## THE METHOD FOR SUBMISSION OF TENDER:

- Applicant can obtain the tender document from the Head Office of KTDFC or the same can be downloaded from the website www.ktdfc.com. Tender document is free of cost.
- Fill and sign each pages of the Tender Document.
- The tenderer shall record the amount that the tenderer demands per month as fees for providing Security arrangements in 'Tender Form for Financial Bid'. Overwriting of amount should be avoided. Tenderer must initial any cutting/ rewriting / overwriting of amounts.
- Put the original DD for EMD (₹. 25,000/-) and the self attested copy of the Identity & Address proof of the tenderer in a sealed envelope (Envelope-1) with a superscription 'EMD, ID & Address Proof'. Tenders without EMD will be summarily rejected.
- Put the duly filled tender document including 'Tender Form for Financial Bid', in another sealed envelope (Envelope-2) with a superscription 'Tender-Financial Bid'.
- The above two sealed envelopes (Envelope 1 & 2) shall then be put in a sealed Master Envelope and superscribe "Tender form for Sealed Competitive Bid for Licence for Providing Security Arrangements".
- The above mentioned Sealed Master Envelope shall be addressed to "The Managing Director, Kerala Transport Development Finance Corporation Ltd (KTDFC), 6<sup>th</sup> Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram–695 014, Ph: 0471-2326883", and the same shall reach at the above address, either by hand or by post/courier, on or before 3.00 pm on 14.09.2015.
- Any Tender received after due date & time shall not be entertained under any circumstances whatsoever. KTDFC will not be responsible for any delay or misplacement of documents sent by post/ courier.

### **OPENING OF TENDERS**

The Tenders will be opened at **10:30 am** on **16.09.2015** at KTDFC, Head Office, Trans Towers, Vazhuthacaud, Thiruvananthapuram in the presence of the tenderers or their authorised representatives whoever are present [In the case of a representative, a proper authorisation letter of the tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof].

The Managing Director, KTDFC shall have the right to cancel the tender or postpone/ extend the date(s) and time for submission/ opening of tenders. The decision of the Managing Director, KTDFC on all matters arising out of this Tender shall be final, conclusive and legally binding on all parties concerned.

Thiruvananthapuram Date: 24.08.2015

Sd/- **Principal Project Consultant** Kerala Transport Development Finance Corporation Ltd.

# TERMS AND CONDITIONS:

This tender is for granting Licence for undertaking the work of **Security Arrangements** in KSRTC Bus Terminal Complex, Kozhikode for a period of **one year**.

1. Only those firms/ agencies doing the activity of providing security arrangements for at least 2 years prior to the notification of this tender, shall alone participate in this tender. Similarly the tender will be rejected/ Licence will be canceled without assigning any reasons, if it be found at any time that the tenderer is declared as insolvent or is declared black listed by any Govt/ Semi Govt. Departments/ PSUs, etc. Similarly in case the information submitted by the tenderer is submitted by the

tenderer is found to be incorrect/ false, at any stage, Tenders of such party/ Agreement with such party will be rejected/ terminated at the absolute discretion of KTDFC.

- 2. The selected tenders (Licensee) shall provide such number of security guards as and when required by KTDFC during the period of the License and will ensure that the guards will be on security work for 24 hours round the clock with an 8 hours rotating shift system. Present requirement of security guards are 7 No's at Kozhikode KSRTC Bus Terminal and that the number will increase/ decrease as per requirement from time to time.
- **3.** The selected tenderer ensure that the guards provided by them execute the work entrusted to them efficiently to the best of their capability, sincerity and dedication.
- 4. The period of License shall be for one year commencing from the date of award of the License or its earlier termination, as the case may be, during which the security guards can be engaged at any shift as required by KTDFC. But KTDFC reserves at its absolute discretion the right to extend the contract period for a further period of one year if the service of the lisencee is found satisfactory to the company.
- 5. The selected tenderer must abide by all rules and regulations, Acts and laws issued by State and Central Governments as amended from time to time and the same will be automatically applicable to the Licensee. It shall be the responsibility of the Licensee to maintain proper discipline among the personnel posted by the Licensee. As there is no employer-employee relationship between KTDFC and the security guards provided by the selected tenderer, any misconduct or violation of rules committed by such security staff, on information given by KTDFC or otherwise, shall be dealt with by the Licensee and proper action shall be taken and such personnel shall, on receipt of the complaints, be replaced with suitable hands by the Licensee immediately. If KTDFC finds the work and conduct of the security guards provided by the licensee not satisfactory, they shall withdraw the security guards immediately and shall make substitute arrangements. Similarly in the event of withdrawal or any personnel falling

Page No. 4

sick or otherwise absent from duty, the Licensee shall make substitute arrangements forthwith.

- 6. The performance of the security guards shall be monitored by the Licensee. Their detainment/ shift/ work/ leave/ off/ transfer etc., shall be managed by the licensee subject to such directions, if any, that may be issued by KTDFC. Any gap/ absenteeism in the work shall be filled by the licensee immediately.
- 7. The licensee will be responsible for disbursing the minimum wages to the security guards as per Government Order No. G.O(P) No.466/2014/Fin dt. 28.01.2014 and such other orders/ directions issued by the authorities from time to time in the matter of payment of wages and to submit to KTDFC the receipts of payment of wages every month. KTDFC shall have no responsibility in the above aspect except the lump-sum payment of the agreed amount (minimum wages as applicable from time to time and amount agreed in tender as fees for providing Security arrangements) to the Licensee every month which will be limited to the quoted amount.
  - a) Licensee shall pay all applicable taxes in relation to the Licence. It shall be the duty of the licensee to disburse the salary and other payments to the security guard so engaged. Such engaging of the personnel shall not in any way confer any right or lien or claim to the security guards so engaged for further or regular appointment to any of the posts in the company. The licensee shall not recover amounts other than the employee's contributions and other permissible statutory deductions, if any, from the salary payable to the security guards.
  - b) The Licensee (contractor) shall ensure that the persons employed by him are covered under the various status like ESI, EPF Acts and such other Rules and Regulations as may be applicable and shall accordingly make monthly contributions directly to the authorities for the salary of the persons employed by him. The licensee shall submit receipts of the remittances of the above mentioned contributions to the Company in every quarter year. If it be found that the licensee has committed default or negligence in making prompt payments of the statutory contributions, taxes etc. company will be entitled to deduct the same

#### Page No. 5

from any amounts that may be payable to the Contractor and to remit the same directly to the authorities concerned.

- c) In case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to the Security guards engaged by the Licensee, for any matters arising out of or in the course of carrying out the security services in the premises, the same shall be paid by the Licensee. KTDFC shall not have any responsibility in this regard. If KTDFC has been directed by any authority to make any payment in this regard, then such amount along with applicable interest shall be recovered by KTDFC from the Licensee.
- **8.** The area and assets to be guarded will be specified by KTDFC. In case there are any complaints about any guards, KTDFC shall communicate the same to the licensee or to his authorised officer/ supervisors and the licensee shall immediately act on this.
- **9.** The licensee shall be solely responsible for the payment of salary, medical benefits, leave benefits and other legal obligations, if any, in respect of the personnel posted by them in KSRTC Bus Terminal at Kozhikode to carry out security service.
- **10.**The monthly contract amount shall be paid to the licensee by KTDFC by 5<sup>th</sup> working day of the following month by crossed cheque on production of bill with satisfactory certificate from the Engineer-in-charge of security arrangements. The quoted amount in the tender shall be inclusive of all taxes including service tax, if any.
- **11.** If any person trespasses on the area of duty, the guard on duty shall challenge the trespasser and try to stop him. The matter shall be reported to KTDFC or any authorised representative who will initiate any further action as required.
- **12.**KTDFC will make arrangements for dress change room, toilet and communication facilities for the duty guards. They will also be provided with powerful torch and other equipments for effective security duty, by KTDFC.
- **13.** Any under growth or grass growth in the area of security jurisdiction will be cleared by KTDFC to have good field view for guards at night. Security lights/ flood lights/ search lights will be provided around the area by KTDFC. Notwithstanding the

Signature of Tenderer :

Page No. 6

above, KTDFC will provide necessary assistance to the security guards in the performance of their duty effectively.

- **14.**All disputes arising out of this tender will be determined in Civil Courts having jurisdiction in Thiruvananthapuram.
- **15.** This tender is invited for quoting the fees per security guard that the tenderer claims per month over and above the minimum wages payable. The fees so quoted in the "Tender form for Financial bid" shall be inclusive of all applicable taxes. The lowest offer will be accepted and the accepted bidder shall execute an agreement with KTDFC within seven days on receipt of the order of confirmation of the acceptance of the bid after remitting the Security Deposit of Rs. 25,000/-. The work shall be started by the successful contractor within 10 days from the date of award of the work. The period of contract will be for **One Year** which may be extended upto One more year if the work is found to be satisfactory by the concerned authorities at its absolute discretion. The EMD of the second and third highest bidders would be retained till the finalisation of the tender.
- 16.A Demand Draft for ₹. 25,000/- drawn in favour of Managing Director, KTDFC may be furnished by the successful bidder within 5 days towards the Security Deposit. The EMD amount would be adjusted as the Security Deposit, if required so by the successful tenderer. The Security deposit shall remain in the account of KTDFC till the expiry of Licence period or its earlier termination as the case may be, and thereafter Security deposit shall be refunded to the Licensee without any interest within 30 days, after deducting any amount that may be due to KTDFC. The Licence is not transferable.
- **17.**The tenderer shall have the necessary registrations, permits etc, if any applicable, for providing Security services.
- **18.**The Licensee and the personnel engaged by the Licensee shall strictly comply with the rules and regulations of KTDFC as well as the directions issued by KTDFC from time to time regarding the security services.

- **19.**The agreement should be executed by successful bidder within 7 days from the date of receipt of award letter after remitting the security deposit. The work should start within 10 days of the award. Otherwise the EMD will be forfeited without notice.
- **20.**The tenderer(s) should put forth his/her signature on all the pages of the tender document and submit the same along with duly filled Tender Form for Financial Bid and EMD amount.
- **21.**The Licensee shall be responsible for maintaining registers and records prescribed by KTDFC in connection with the security arrangement. The Licensee shall also be responsible for the maintenance of muster roll, wage register, etc of the persons employed by it.
- **22.**KTDFC reserves the right to revoke the Licence if the security services provided by the Licensee is not satisfactory or if the Licensee or his personnel commit breach or violation of any terms, conditions or directions, issued by KTDFC or in the event of any default, failure, negligence, in the opinion of KTDFC, on the part of the Licensee in complying with all or any of the conditions of the Licence, forthwith by serving 15 days notice in writing, without payment of any compensation or damages and also forfeit, for any loss or damage, in full or part, any amount due to the Licensee including the Security Deposit, and if the same is not sufficient, the balance amount will be recovered from the Licensee by taking legal actions including the actions as per the provisions of the Kerala Revenue Recovery Act. Similarly if these occurs any damages to any fittings/ structure in the premises due to the default/ failure or breach of terms & conditions by the Licensee or the personnel employed by the Licensee, the value of such damaged things as well as any other amounts found due from Licensee on any account whatsoever will also be recovered by KTDFC from the Licensee by taking recourse to the procedure above mentioned. The Licensee shall always be jointly and severally liable with the security guards engaged by the Licensee for indemnifying KTDFC incase of any loss to the company due to any actions/ inactions, whether deliberate or not, of the security personnel engaged by the

licensee.

**23.**The decision of the Managing Director, KTDFC on all matters arising out of this Tender shall be final, conclusive and legally binding on all parties concerned.

Name & Signature with Seal :

Place: Date:

Tender Document Set - KSRTC Bus Terminal Complex, Kozhikode		
<b>TENDER FORM FOR FINANCIAL BID</b>		
1.	Name of the Firm/ Agency :	
2.	Address of the Firm/ Agency :	
	with contact no.	
3.	Email ID, if any :	
4.	License No. and its details, if applicable :	
5.	Experience in the field of this type of work (Attach separate sheet if necessary) :	
6.	The percentage of minimum wages quoted as fees per month over and above the minimum	
	wages, for providing 8 hours security duty including all applicable taxes (rate for a single	
	Security Guard):	
7.	Details of EMD remitted	
	a. DD No. : Date :	
	b. Name of Bank & Branch :	
8.	Permanent Account Number (PAN) :	
<i>I/ We hereby agree to undertake the work of security arrangements of KSRTC Bus Terminal Complex, Kozhikode, and surroundings at the rate quoted, from the date of award of contract. The amount quoted shall be stable for the entire period of the agreement. The quoted amount includes all taxes including Service Tax. This offer shall stand firm and valid for a period of 6 months.</i>		
-	ture of the authorised fory with seal and date :	