

**THE MYSORE PAPER MILLS LIMITED**  
**BHADRAVATI**

**INDIA**

**PHONE : 08282-270794 / FAX : 08282-270937**

**E-mail: hrdbdvt@mpm.co.in**

National Competitive Bidding

**(e-PORTAL TENDER NO MPMLHRD/Security/2019-20/002**

**TENDER DOCUMENT FOR**

**PROVIDING MANPOWER, 01 NO. TATA SUMO & 02 NO MOTOR BIKES  
(MODEL 2018 ONLY) FOR SECURITY & VIGILANCE SERVICES FOR A  
PERIOD OF 12 MONTHS**

**CONTENTS OF TENDER**

Subject	Particulars	Page No.
Section - I	Commercial Terms and Conditions	3-4
A)	Scope of Work	5
B)	Period of Contract	6
C)	Validity	6
D)	Terms of Payment	7
E)	Firm Price / Tenderers Service Charges	7
F)	Security Deposit	7
G)	Service Tax	8
H)	Force Majeure	8
I)	Penalties	8
J)	Settlement of Disputes	10
K)	Statutory Requirements	11
L)	Other Conditions	12-13
M)	Right of Foreclosure	14
N)	Safety Regulations	14
O)	Bill Certifying Authority	14
Section - II		
A)	Special Terms and Conditions	15
Section - III		
A)	Annexure – I – Pre-qualification Requirements	21
Section - IV		
A)	Information about Tenderers	22
Section - V		
A)	Certificates / Documents to be enclosed	23
Section - VIII	<b>Annexure II – Schedule of Rates (Price Bid)</b>	1
A)	Manpower Supply	2
B)	Providing Vehicles	3

**THE MYSORE PAPE MILLS LIMITED, BHADRAVATHI**  
**CALENDER OF EVENTS**

**TENDER FOR PROVIDING MANPOWER, 01 NO. TATA SUMO & 02 MOTOR BIKES  
 (MODEL **2018** and above) FOR SECURITY & VIGILANCE SERVICES FOR A PERIOD  
 OF 12 MONTHS.**

Company's Name	<b>THE MYSORE PAPER MILLS LIMITED</b> Paper Town, Bhadravati
Purpose of this Tender	As per "Karnataka Transparency in Public Procurement Act 1999
TENDER REFERENCE	MPMLHRD/Security/2019-20/002
e-portal No.	MPMLHRD/Security/2019-20/002
DATE OF PUBLICATION OF TENDER DOCUMENT IN E-PORTAL	29/06/2020
LAST DATE AND TIME FOR UPLOADING OF TENDERS (Both Part-A & Part-B)	<b>20/07/2020 16 Hrs (only by e-portal)</b>
TIME & DATE OF OPENING OF TENDER (Part-A)	<b>22/07/2020 16 Hrs (only by e-portal)</b>
PLACE OF OPENING OF PART-I OF TENDER THROUGH E-PORTAL	<b>Through e-portal</b>
OPENING OF PRICE BID (Part-B) IN E-PORTAL	Will be intimated subsequently
ADDRESS FOR COMMUNICATION	Chief Administrative Officer, The Mysore Paper Mills Ltd., Bhadravati-577 302. Karnataka State

**TENDER FOR PROVIDING MANPOWER, 01 NO. TATA SUMO & 02 NO. MOTOR BIKES (MODEL 2018 and above) FOR SECURITY & VIGILANCE SERVICES IN THE MILLS, TOWN SHIP, OUT STATION POSTS AND AT OUR CORPORATE OFFICE, BANGALORE FOR A PERIOD OF 12 MONTHS.**

**Part-1 INVITATION / INSTRUCTIONS FOR TENDERS (IFT)**

- a) **ELIGIBILITY CRITERIA REQUIREMENTS FOR PARTICIPATION IN THE TENDER – Please refer ANNEXURE – I.**
- b) **PRICE BID FORMAT – Please refer PART- II , ANNEXURE – II.**

The Mysore Paper Mills Ltd., Bhadravati-577302, Karnataka State (Factory) invites tenders from eligible tenderers for Supply of Security Personnel's listed below:

Biennial Contract for Providing Manpower, 01 No. Tata Sumo & 02 No. Motor Bikes (Model 2018 and above) for Security & Vigilance Services in the Mills, Township, outstations posts and at our Bangalore Corporate Office for A PERIOD OF 12 MONTHS.

2. The tenderers may submit tenders for supply of Security Personnels. Tenderers are advised to note the pre-qualification criteria specified in page No. 21 to qualify for award of the contract.
3. Tender documents may be downloaded from e-procurement portal [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) from AS PER E-PORTAL for a non-refundable tender document fee as prescribed by e-portal. Interested tenderers may obtain further information at the same address. The Mysore Paper Mills Ltd., Bhadravati-577302, Karnataka State will not be held responsible for delay if any in submitting the offer within the scheduled time.
4. Tenders must be accompanied by Bid Security of the amount specified in the tender document, Earnest Money Deposit, of Rs. **3,56,000 to be paid as per eportal** will have to be in any one of the option specified in the eportal and will be valid for 90 days beyond the validity of the tender. Approximate estimated value of contract is for **Rs. 2,37,00,000.** ( Approximate) Two crore thirty seven lakhs

Tenderers have the following option for payment of Earnest Money Deposit:

- The full amount in e-portal by way of Credit card, direct debit, NEFT and OTC challan

**OR**

- Rs.5,000/- in e-portal by way of Credit card, direct debit, NEFT and OTC challan and balance amount by way of Bank Guarantee as per the format enclosed. The Bank Guarantee shall have to be valid for 90 days beyond the validity of the tender. Tenderer should upload the scanned copy of Bank Guarantee along with the offer and ensure that the original Bank Guarantee should reach MPM on or before the due date fixed for submission of Tender. MPM is not responsible for any delay in transit etc.
5. The Tenderers are advised to offer best possible lowest rates. The total price quoted by the Tenderer for two years will be considered for evaluation. In case lowest offered rates are found reasonable considering the prevailing conditions, the

Contract may be awarded to the lowest bidder. However, MPM reserves the right to negotiate with the lowest bidder. MPM also reserves the right either to cancel the Tender or to opt for re-tender.

6. MPM reserves the right to reject any or all the Tenders at its own discretion without assigning any reason whatsoever.
7. Tenders must be uploaded AS PER E-PORTAL and Part - I (Technical Pre-qualification Bid) and Part- II will be opened AS PER E-PORTAL . Other details can be seen in the tender documents. Both PART-I AND II Will be opened on the same day ( Single cover system)

## **SECTION - I    - GENERAL TERMS AND CONDITIONS**

### **A) SCOPE OF WORK:**

- 1) The Agency shall arrange to safeguard all the Vehicles, Machinery's, Equipments, Materials and Properties (movable/immovable) of the Company/Township by posting personnel at vulnerable points as instructed by the Company from time to time.
- 2) Safeguarding the Vehicles including Bicycles belonging to the Employees parked in the shed provided thereof in the Company Premises and at Front Office (near Main Gate) during shift hours on 24 hours basis.
- 3) Patrolling of the entire township area and other required areas at all times during the day and night on 24 hours basis.
- 4) Checking of Cars, Lorries, two wheelers and other Vehicles entering and leaving the factory and traffic control of all vehicles so as to prevent accidents.
- 5) Personnel search/frisking of Employees/meals carriers and others at the gate of the factory and shall have strict gate control over Employees movements.
- 6) Maintaining all records and documents pertaining to Visitors, Suppliers, Contractors and their Security Staffs entering the factory.
- 7) Maintaining all records and documents pertaining to Lorries and other carriage/transport vehicles entering and leaving the factory with materials.
- 8) The Agency shall provide electronic and other detecting equipment's at its own cost so as to prevent thefts and pilferage and for effective security functioning – 2+2.
- 9) Providing 01 No. Tata sumo and 02 No. Motor Bikes Model **-2018 only** to carry out patrolling duties of total Mill area and Township areas including outstation posts without any hindrance.
- 10) Periodical surprise checks at the Company Premises and Departments and also in township through its Senior Officers and submit a report to the Officer of the Company who is in-charge of Security on day to day basis.
- 11) Investigation, detection of thefts and lodging of complaints with police through Chief Vigilance & Security Officer and maintenance of good liaison with police authorities in following up of the complaints filed or lodged with the police authorities.
- 12) Collection of intelligence and providing of advance information's to the Company regarding repercussions on any issue, both in the factory and the township /surrounding areas and outstations.
- 13) Fire prevention and fire fighting with provision of atleast 30 Security Personnel trained in fire fighting.
- 14) Provision of fire arms to prevent trespass by unauthorized and unlawful elements wherever necessary.
- 15) Checking of identity cards, passes of both employees and contract labours before permitting their entry into and exit from the factory at all hours.
- 16) Prevention of cattle / dogs trespasses into the factory area.

- 17) Checking and questioning of all suspicious persons, their movements, unlawful assembly and vehicles in the township especially during night hours.
- 18) Patrolling of township by day and night to prevent house breaking and theft of other properties, and unlawful activities.
- 19) Guarding of cash and escorting of heavy cash amounts during drawal from Banks and its disbursements.
- 20) Liaisoning with Electrical Department / Karnataka Power Transmission Corporation Limited to arrange for street light in the township wherever required.
- 21) Provision of Security Services on a theft-free basis.
- 22) The Agency should carryout courier duties of the Company if and when entrusted, and also carry out any other job related to Company affairs in the interest of the Company.
- 23) Vigilance / Supervision of BARU installed at various points in the Mills and the township on 24 hours basis.
- 24) The Agency shall carry out any other tasks pertaining to Security of the property of the mills including the townships and outstation posts, areas as assigned by the Company during the currency of the contract.
- 25) To safe guard the property of the Corporate Office at Bangalore.
- 26) Raincoats should be provided to all Security Personnels.

**B) PERIOD OF CONTRACT :**

The Contract shall be valid for TWO years and MPM reserves the right to extend the validity for a further period of SIX (6) months on the same Rate, Terms and Conditions.

**C) VALIDITY:**

Validity of the offer for the tender is for 90 Days from the Date of opening of Price Bid

**D) TERMS OF PAYMENT:**

- 1) MPM will reimburse all the eligible expenses on monthly basis towards:
  - Wages,
  - PF,
  - ESI,
  - Service Tax
- 2) Succeeding month's Bill will be cleared only on production of documentary evidence for having disbursed the Wages and Statutory Payments made by the Tenderer to the concerned statutory authorities for the previous month and subject to certification by the IR Department.
- 3) All the Bills for the work carried out during the previous month to be submitted to the Bill Certifying Authority in Quadruplicate latest by 2<sup>nd</sup> of the succeeding month for verification and certification. Bills found in order will be certified by the Bill Certifying Authority and Bill Counter Signing Authority and forwarded to Finance Division for arranging payment and payment will be released after certification of Wage Roll by I R Department for having disbursed the Monthly wages by the Tenderer to the Security Staff before 10<sup>th</sup> of every month.

- 4) Deductions such as Income Tax at the prevailing rate shall be applicable on the Gross Bill payable to the Tenderer.
- 5) The Company may direct the successful bidder to issue bio-metric attendance recording card to Security Staff deployed at its premises before start of the work. The monthly payments shall be as confirmed through the bio-metric attendance system.

**E) FIRM PRICE / TENDERERS SERVICE CHARGES:**

The Service Charges quoted by the Tenderer against each Category will remain Firm till completion of the Contract Period including extension period, if any, irrespective of Wage Rate revision.

**F) SECURITY DEPOSIT:**

1. The Tenderer is required to furnish either a Demand Draft or Bank Guarantee in the prescribed Format in favour of MPM within FIFTEEN days on award of the Contract towards Security Deposit for an amount equivalent to 3.5% of Contract Value. The BG shall be valid for full Contract Period and additional extension period, if any.
2. In the event, the Tenderer fails to furnish BG or DD towards Security Deposit, bill of the Tenderer for the respective month would be held up till the Security Deposit is furnished.
3. Any unpaid Claims, Dues, Debts, Penalties etc., payable by the Tenderer to the Company will be recovered by invoking the DD / BG submitted by the Tenderer.
4. The Security Deposit will not attract any interest during the tenure of the Contract.

**G) G S T :**

The applicable GST Leviable as per Notification issued by Govt. of India on monthly basis.

**H) FORCE MAJEURE : -**

Neither party shall be held responsible for any losses, if the fulfillment of any terms or provisions of the Work order / Contract are delayed or prevented by an act of "Force Majeure" event.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Party and not involving the Party's fault or negligence and not foreseeable. Such events may include, acts of Acts of God, Acts of Lawful Government Resolutions or Order, Wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and with out limiting to the foregoing any other causes which are not within the reasonable control of the Party affected, and which by the exercise of reasonable delinquency, is unable to prevent all the clause or clauses.

The party claiming occurrence of any event under Force Majeure shall give Notice within fifteen days to the other in writing in the event of instance of any Force Majeure circumstances, failing which, the party shall not be entitled to any benefits under this clause.

Unless otherwise directed by the other party in writing, the affected party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall explore all reasonable alternative means for performance not prevented by the Force Majeure event.

## I) PENALTIES:

In case the Tenderer fails to execute the Work as per the Terms and Conditions and Instructions of the Bill Certifying Authority, the Management reserves the Right to levy Penalty as mentioned below on the Agency for the following defaults and to recover the same from the running bills submitted by the Agency:

### 1) FOR DIFICIENT SERVICE:

- a) Non-availability of a Vehicle will be viewed seriously and Rs. **2000/-** per day for Tata Sumo and Rs.300 per day for each motor bike will be deducted in case of such defaults, and if any vehicle is hired by the company the extra cost will be to the account of the Agency, deductions of actual cost incurred thereof shall be made from the service bill of the Agency. However for servicing / repairs of the vehicle one day in a month can be utilized and no penalty will be levied for this purpose.
- b) Guard absent from post – wages for one shift of the guard along with 10% penalty for absenteeism on a particular day.
- c) Guard found sleeping at post – wages for one shift of the guard.
- d) Guard acting against instructions of officer of the Agency / Company - wages for one shift of the guard.
- e) Cattle trespass into Mill's premises – Rs.200/- per head of cattle, Rs.50/- for a dog's entry into Mills premises and Rs. 25/- for entry of monkey into Mills premises.
- f) Involvement of Agency employee directly or indirectly in any illegal Act – Amount as per financial implication involved.
- g) Improper torn-out dress - wages for one shift.
- h) Non-visiting of Senior Officers of the Agency three times a month – Rs.5,000/- for every missed visit.
- i) Deployment of security guard "on continuous duty" is allowed. Only under unavoidable & exigency circumstances. If any one as above is found continuing his duty even after completion of shift of 8 hours duty, the same will be treated as "extra hour of duty".
- j) Deployment of Security Staff (except security officer / lady checkers) for the second time in a day after a gap of 8 hours rest will be termed as "EXTRA HOUR DUTY" (EHD) and EHD is restricted upto 20% (twenty percent) of the total strength of the security staff Physically (except security officer and lady checker) held on the roll. Excess EHD if availed over and above 20% will be treated as "Absent" and wages for one shift will be deducted.
- k) One shift of Service Charges of 10 %.
- l) In case the Contractor fails to execute the work as per the terms and conditions, the Management reserves the right at its discretion to levy suitable penalty and/or to cancel the work order at Contractor's risk and cost and/or to get the same work done departmentally or by any other Agency, loss or extra expenditure incurred in such, an event shall be debited to contractor's account. The non-satisfactory work on the part of the Contractor will lead to blacklisting of the Contractor.



**2) NON-COMPLAINE OF OTHER TERMS AND CONDITIONS:**

- a) In case the Tenderer abandons/ discontinue the Contract within the validity of the Contract period the MPM management has the right to get the same work done by any other Agency at the cost and risk of the Tenderer. The Loss or extra expenditure suffered in such event shall be debited to the Tenderers Account in addition to forfeiting the Security Deposit.
- b) In default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.
- c) The MPM reserves the right to terminate the Contract by giving three months notice for reasons of unsatisfactory performance of Contract or malpractice.
- d) Un-satisfactory Performance of the Contract may also lead to black listing of the Tenderer.
- e) If Wages are not disbursed to the Security Staff on or before 10<sup>th</sup> of every month (or on the previous day in case 10<sup>th</sup> happens to be Sunday or Holiday) a Penalty of Rs.500/- per day Lumpsum would be levied to the Tenderer.
- f) The Statutory benefits have to be extended to the Security Staff by the Tenderer and the payments are to be made to the concerned authorities as per the following schedule:
  - PF & PF Administrative Charges to be paid on every month salary.
  - ESI to be paid on or before 20<sup>th</sup> of every month.
  - Service Tax to be paid on or before 05th of every preceding month
  - In case the Tenderer fails to pay any of the above said statutory payments within the due date prescribed a penalty of Rs.50/- lumpsum per day shall be imposed. This is in addition to recovery of fine / damages to be levied as per the relevant Acts.

Improper turnout will be attracting penalty at the discretion of the Bill Certifying Authority. For any other violation or Default or issues if committed by the Tenderer a committee comprising of (Chief Vigilance & Security Officer), CAO and AGM (Finance) would discuss and frame up the penalty to be levied depending on the nature and magnitude of the default / violation of other issues. The Committee will submit report to the MD whose decision is final and binding on the Tenderer.

**J) SETTLEMENT OF DISPUTES: -**

In the event of any Controversy, Claim, Question or Dispute arising between the Tenderer on any matter, relating to the Contract or arising out of the breach thereof the Parties thereto shall use their best efforts to settle such Question, Dispute or difference amicably by mutual negotiations / mediation and Management is not liable for any default committed by the contractor. In case mediation fails to resolve the Dispute, the matter to be taken up in Civil Courts of Law. The Legal Jurisdiction will be Bhadravathi, Karnataka State.

**K) STATUTORY REQUIREMENTS TO BE FOLLOWD BY THE TENDERER:**

- a) The Agency will be solely responsible for any accidents/injuries to such Security Personnel in the course of their duties and will adhere to all regulations in respect thereof, such as reporting to proper authorities about the accidents and treatment of the injured and its expenses. The company shall however provide the Agency's

Security Personnel with free consultation by its Physician and access to its medical dispensary. The Agency shall be responsible to reimburse the expenses incurred by the company's dispensary in respect of medicines etc., to the Agency's personnel. The Agency shall contribute to ESIC scheme as per the ESIC Act 1948 and shall ensure that all Security Personnel employed by it are covered under this scheme.

- b) The Agency shall be totally responsible for the compliance of the provisions of the statutory benefits mentioned below in respect of its employees. Due to any default of the Agency, the company shall in no way be held responsible for non-compliance by the Agency regarding the same. In case the company is dragged into litigation due to the default of the Agency, all costs due to such involvement will be recovered by the company from the Agency out of their Bill. The Tenderer should make provision to the following Statutory Benefits to all the Security Staff as per the Act:
  - i) Provident Fund @ 13 % (Inclusive of Administrative Charges)
  - ii) Cash benefits as per KIE Act i.e., Leave & Holiday wages as applicable.
  - iii) ESI Benefit @ 3.25 %
  - iv) Annual Bonus to Security Staff (excluding Security Officer) as per the provisions of Payment of Bonus Act.

**NOTE: IF ANY PERSON OR EMPLOYEE WORKS MORE THAN 25/26 DAYS IN A MONTH THE WAGES WILL BE CALCULATED PROPORTIONALLY AS PER THE EXISTING PROCEDURE, THIS AMOUNT DOES NOT ATTRACT PF, HOWEVER THIS WILL BE CONSIDERD FOR ESI PURPOSE.**

The actual amount incurred by the Tenderer towards the above benefits shall be reimbursed on production of documentary proof for having incurred the same by the Tenderer duly certified by the IR Department.

- c) The Agency shall also be responsible for Compensation for accidents and injuries under the Workmen's Compensation Act, 1936 for their Security Personnel.
- d) The Tenderer is obligatory to maintain proper Records and Documents under the Contract Labour (Regulation & Abolition) Act, 1970, Factories Act 1948 and other applicable labour Laws. Agency is also required to maintain the Register of Security Staff, Muster Roll, Attendance Register, Wage Register, Extra Duty Hours Register and Register of Fines etc., to be certified by the Employer. The Tenderer is obligatory to issue Wage Slip and Employment Cards to the respective Security Staff. The Tenderer should produce all these Records whenever it is called for by the Competent Authority.
- e) The Tenderers should also comply with the Statutory Obligations in respect of EPF and MP Act 1952 and the ESI Act 1948.
- f) The Tenderer should allow Weekly Off to the Security Staff after every six days of work and / or shall not be allowed to work for more than 48 hours per Week. The Rate of Wages being paid to the Security Staff per manday covers Wages towards Weekly Off also.

- g) Further the Tenderer shall obtain required Labour Licence from the Asst. Labour Commissioner, Mangalore within 2 weeks from the date of Award of the Contract. He shall issue Notice of Commencement / Completion of work and file Half-Yearly Returns to the Authority as per the statute.
- h) Any other benefits and compliance with statutory provisions as per latest legislation and amendments of the statute and various Government Acts and Regulations whether Central or State as applicable and any increase in minimum wages and DA. Agency has to pay the applicable minimum wages and DA (cost of living allowance) to its personnel as on 1<sup>st</sup> of April every year based on the consumer price index points calculated for previous calendar year as notified by Govt. of Karnataka, Labour Department from time to time. The amount due to increase in minimum wages and DA with statutory component shall only be reimbursed by MPM and no increase in the amount of Agency's Service Charges shall be considered on account of increase in minimum wages and DA. The Service Charges quoted by the tenderer at the time of acceptance of tender shall be taken as final and remain same till the end of the contract period of two years and also for the extended period as per the same terms and conditions of the contract. If wages vary due to variation in minimum wages and DA, the service charge payable on account of statutory benefits on the increased/decreased in minimum wages and DA to the Agency also gets changed (keeping the Agency's Service Charges unchanged) which shall be amended through an amendment by MPM before making payment of the applicable minimum wages and DA to the Security Personnel.
- i) If the Company receives any complaint from any Authority pointing out any failure on the part of the Tenderer in complying with the Statutory Obligations, the Company reserves right to levy Penalty and/or Cancel the Contract.

**L) OTHER CONDITIONS:**

- a) The work is to be executed as per instruction, direction and satisfaction of the Bill Certifying Authority.
- b) This document does not give exclusive right to the Tenderer / Tenderers over the work. In case of urgency, exigency or contingency, the Management reserves the right to split, re-allocate among other agencies or rescind the work order partially or totally at the discretion of the Management.
- c) The Tenderer is responsible for injury or injuries to MPM personnel caused by his men and pay for all the expenditure towards the treatment of such injured employees.
- d) However, MPM shall not be responsible for any loss or injuries sustained by Tenderer or his employees of their own negligence or otherwise.
- e) Care should be taken to see that the surrounding Equipments, Buildings etc., are not damaged. In case of Loss or Damages, the cost shall be borne by the Tenderer.
- f) The Tenderer shall ensure that Security Staff employed by him are confined to the working spot allotted to them.
- g) The Entry / Exit of the Tenderer's Employees / Security Staffs shall be only as per the direction of the Bill Certifying Authority and against Permit issued. The physical checking of personnel, as necessary shall be done while leaving work places.
- h) The Tenderer shall obtain necessary Passes from the Security Officer for his Security Staff or employees.

- i) Prospective Tenderers are advised to visit the Mills Premises and carefully study the Working Conditions before offering their Rates.
- j) The Agency should ensure that the Security Barrack constructed for the Security Personnel are maintained neat and clean. Any failure for neat and clean maintenance of the Security Barracks will attract penalty at the discretion of the management and the cleaning shall be made by alternative arrangement at Agency's risk and cost.
- k) The Tenderer should not allow their Security Staffs to Smoke inside the Factory and should not allow them to work under the Alcoholic influence. If any Security Staff is either found Smoking or found in Alcoholic Conditions the Tenderer can take stern action on their Security Staffs including stopping them from work. If the Tenderer are allowed to work in the above Conditions Tenderer will be penalised at the discretion of the Management.
- l) The Offer should be valid for 90 days from the date of opening of the Part B: (Price Bid).
- m) The Mill reserves the right to accept or reject all or any of the Tenders and also to waive, modify any or all conditions stipulated in the Tender Notification without assigning any reasons whatsoever and also award the same work to more than one Tenderer.
- n) If any Security Staff absents for duty continuously for 10 days without any information's / permission the Tenderer can remove such Security Staff name from his Rolls with the prior intimation to the Reporting Authorities and IR Department.
- o) The Tenderer should not engage Security Staff below 18 years and above 50 years.
- p) The Agency must observe all safety measures/ arrangement attending to above work. Any Safety appliances required as per advice of Safety Engineering Department should be provided by the Agency at his cost.
- q) The tenderers should supply ex-servicemen as required, in case the tenderers fails to engage ex-serviceman as required, the contractor service charges will be payable on per with trained security guard including minimum wages as applicable till deployment of ex-servicemen Security Guard.
- r) The agency has to organise / conduct Parade twice in a week.

**M) RIGHT OF FORECLOSURE: -**

MPM reserves the right to foreclose the Work Order at any time without assigning any reason. The transaction will be closed by settling the accounts up to the date of foreclosure of the Order and no extra claims shall be entertained by MPM for such closure of the Order.

**N) SAFETY REGULATIONS:**

- a) The Contractor will observe all statutory and legal requirements by the Central and State Governments applying to the work as well as any local regulations applying to the site issued by the Owner or any other authority.
- b) In case of accident, the Owner shall be informed in writing forthwith. The Contractor shall strictly follow regulations laid down by the Factory Inspector, Government and state Authorities in this regard.

**O) BILL CERTIFYING AUTHORITY / BILL COUNTER SIGNING AUTHORITY:**

Chief Vigilance & Security Officer, Bhadravati will be the Bill certifying authority and **Chief Administrative Officer** are the Bill Counter Signing Authorities in case of Bhadravati. **Company Secretary** is the Bill Certifying / Counter Signing Authority at Corporate Office, Bangalore.

**SECTION – II****A) SPECIAL TERMS AND CONDITIONS:****1) MANPOWER REQUIREMENT AND WAGES :**

- a) Tenderer should deploy manpower as per Price Format ( ANNEXURE-II.
- b) The Agency shall provide the manpower requirement indicated for the area of the factory/township/outstation posts of the company, & corporate office at Bangalore and shall arrange to safeguard the materials and properties of the company by posting its personnel in the manner instructed by the Chief Vigilance & Security Officer / Company Secretary, B'lore or their authorised representatives of the company.
- c) The Tenderers are strictly abide by the payment of minimum wages as applicable to Government of Karnataka for security agency and any Quote less than the Minimum wages liable for rejection. The present minimum wages fixed by the GOK to the security personnel is as follows :

Sl No.	Category	Minimum wages per day in Rs.
01	Security Officer	534.06
02	Asst. Security Officer	492.06
03	Security Supervisors	492.06
04	Trained Security Guards – Bdvt	453.68
05	Trained Security Guards – Blre	453.68

- d) The Agency Security Staff should be in proper Khaki Uniform with Shoes, Belt & Cap the cost will not be borne by MPM.
- e) The number of Security Personnel required per day and estimated mandays for two years is as follows:-

Sl No.	Particulars	For Factory at Bhadravati	Corporate Office, Blore	Estd MD's for 12 months
i)	Security Officer	01	Nil	270
ii)	Asst. Security Officer	03	Nil	1080
iii)	Security Supervisors	10	Nil	3720
iv)	Security Guards	50	01	18600
v)	Trained Security Guards	36	6	13392

- f) The above requirements may be revised by the company from time to time. The agency agrees not to raise any dispute on this. Agency shall provide extra persons, if required by the company at the same rates at short notice within short interval.
- g) The Agency shall provide the above number of personnel sufficient to cover the man power in all shifts stipulated by the company and shall arrange replacement

at its own expenses in case of sickness, absenteeism, leave/absence and relief for any reason whatsoever. The Agency shall see that no post is unmanned at any time, (and that persons are not put on duties continuously after performance of eight hours shift duty as far as possible).

- h) The above strength is exclusive of relievers and the Agency has to provide the required relievers to take care of weekly off to meet the statutory requirement.

## **2) REQUIREMENTS OF QUALIFICATIONS OF SECURITY PERSONNEL :**

- a) All Security Personnel provided by the Agency should satisfy the following requirements :-
  - 1) He should be an Indian national.
  - 2) He should be physically and mentally fit.
  - 3) He should have basic security training.
  - 4) He should not be permanent resident within one hundred kilometer radius of the company.
  - 5) He should be within age limit specified in each category.
- b) The Security Personnel of the Agency must possess the following qualifications:

### **A) SECURITY OFFICER:**

- a) Must be Ex-serviceman from Defense or Para-Military Forces with at least in the rank of Subedar / Subedar Major or Equivalent from Infantry / Artillery or the Defence Forces of India and shall produce proof of the same.
- b) Should be SSLC / PUC passed, higher qualifications preferred.
- c) Should be able to organize Security Personnel.
- d) Should know English, Kannada and Hindi as well and should be able to write report in English or Kannada.
- e) Be able to conduct preliminary investigations in cases of thefts, pilferage or other offences and attend to vigilance functions.
- f) Should be below 60 years of age.

### **B) ASSISTANT SECURITY OFFICER:**

- a) Must be from either Defence or Para-Military Forces with last rank of Havildar-Major / Naik-Subedar or equivalent from the armed forces.
- b) Must be SSLC / PUC passed.
- c) Should be able to organise and train Security Personnel.
- d) Know speaking, reading and writing in English / Kannada/Hindi Should be able to write report in English/Kannada.
- e) Be able to give advance information / report to his senior officers regarding any sensitive matters.
- f) Should be below 55 years of age

**C) SECURITY SUPERVISOR:**

- a) Must be from either Defence/Para-Military Forces with last rank not less than Havildar / Naik or its equivalent.
- b) Must be minimum SSLC passed.
- c) Should be able to organise and train the Security Personnel.
- d) Should be able to converse in Kannada, English/Hindi and should be able to write reports in Kannada / English.
- e) Be able to prevent thefts by being vigilant and should be able to collect information regarding all types of activities and report to his superior officers.
- f) Should be below 55 years of age.

**D) SECURITY GUARDS-Ex servicemen:**

- a) Must be Ex-servicemen Defence or Paramilitary forces in the cadre of Sepoy or equivalent in case of Ex-servicemen Must have working knowledge of Kannada/English to make log book entries and check gate passes, challans, etc.
- b) Should have good personality.
- c) Police verification should be initiated for Guards deployed.
- d) Should have retired later than/within last 20 years, and medical category 'aye' / shape-1. Should have valid discharge certificate. Should be within 50 years of age.

**E) SECURITY GUARDS (Trained)**

- a) Preferably SSLC passed and the age should be below 45 years.
- b) Must have working knowledge of Kannada/English to make log book entries and check gate passes, challans, etc.
- c) Should have good personality with minimum Physical standard i.e., Ht.168 Cm, Weight-52 KGs and Chest – 77 Cms – 82 Cms. Should be within 45 years of age.(The relaxation in physical standards will be admissible only in case of extra ordinary capability of an individual).
- d) All Security Personnel should get medical clearance from the company's nominated Doctor at the cost of the AGENCY. Medical re-examination will be carried out every six months at the Agency's cost. All personnel found unfit will be treated as rejected and should be replaced by the Agency.
- e) In case of re-employment of any of the existing Security staff, approval of MPM Management need to be obtained.
- f) The Agency shall furnish to the Bill Certifying authority a list in duplicate containing names of all the security staff deployed in the company, with their personal particulars regarding qualification, experience, date of birth and their permanent address along with their passport size photos (colour). IR Department will retain one copy for records. All changes made shall be informed to the Chief Vigilance & Security Officer,

MPM/Company Secretary, MPM Bangalore, immediately without delay. Individual Bio-data forms to be filled and signed by the Agency Security Officer.

- g) In cases where the Chief Vigilance & Security Officer, MPM / Company Secretary, MPM Bangalore /Officer-in-charge of Security Dept. considers that the Security Personnel are not efficient or suitable for carrying out security functions effectively, he shall reserve the right to direct the Security Officer of the Agency to change the person/persons immediately without assigning any reasons whatsoever, and the Agency shall be bound to comply with the same.
- h) The Security Personnel engaged by the Agency will be in the employment of the Agency only, and not of the company.
- i) The Agency Security Officer will be considered on duty for all 24 hours. The Agency will arrange for relief at its own expense. The Agency security staff will also cover 24 hours in suitable shifts for all the seven days of the week with reliefs to be provided at the expense of the Agency. Sufficient attendance records shall be maintained by the Agency and counter checked by the Chief Vigilance & Security Officer / Company Secretary, Bangalore, or authorised representative / officer of MPM.

### **3) DISCIPLINE:**

- a) The Agency shall be totally responsible for supervision of security functions and entire discipline of the Security Personnel including taking disciplinary action for misconduct committed by any Security Personnel of the Agency.
- b) The Agency shall ensure that no member of the security force provided by it will be a member of any trade union, either of the employees of the company or otherwise neither take any interest nor involve himself in trade union activities in any way. If found to be involved, such persons shall be removed immediately.
- c) The Agency shall treat as an act of in-discipline any activity of any Security Personnel associating himself in any agitation or demonstration in connection with any decision or activity of the company for which the concerned Security Personnel is to be removed immediately. Agency to obtain undertaking to that effect from each of their staff.
- d) The Agency shall replace all the security guards every six months at its own cost, including settlement of terminal benefits and settling their accounts, if required by the Chief Vigilance & Security Officer / Company Secretary, MPM Bangalore , or authorised representative/officer of MPM, The Security Officer, Asst. Security Officer and Security Supervisors of the Agency may continue to remain the same unless the Chief Vigilance & Security Officer , MPM,/ Company Secretary, MPM Bangalore, requires such replacement without assigning any reason to the Agency.
- e) The Chief Vigilance & Security Officer / Company Secretary, MPM Bangalore / Officer-in-charge, MPM, shall be the person to give advice, instructions and directions to the Security Officer of the Agency deployed for the services of the company. The Agency shall submit a monthly report by 5th of every month to the Chief Vigilance & Security Officer / Company Secretary, MPM Bangalore, MPM, covering all aspects of security during the previous month.



- f) The Agency shall submit all statements such as WAGES, EXTRA DUTY HOURS paid to Security Personnel and all the Statutory deductions from the wages and other items and furnish all the information to the Chief Vigilance & Security Officer / Company Secretary of the company as and when required to do so.

#### **4) SECURITY ESTABLISHMENT:**

- a) The Agency shall maintain an office with equipment and furniture in the accommodation provided by the Company. Security staff will be provided food from Industrial Canteen at subsidized rate at par with other contract workers. However coupon books will have to be centrally purchased by contractor for their staff and food will also be centrally collected on exchange of purchased coupons by agency staff and food will be distributed to the staff at security barrack under the arrangement of the contractor. The office will be headed by a Manager who will look after the welfare / other facilities of the security establishment. A qualified clerk of the Agency will have to assist him. The security officer of the Agency shall be responsible for looking after day-to-day affairs of the Agency, should be able to take independent decisions, and shall be answerable for any defaults by the Agency. The clerk/supervisor of the Agency will assist in maintaining day-to-day records and registers of the security section whose engagement shall have due clearance of Chief Vigilance & Security Officer, Bdvt / Company Secretary, MPM Bangalore, MPM.
- b) The company shall provide barracks accommodation to the Agency's Security Personnel with toilet, water and electricity facilities at Bhadravati. The company shall provide office accommodation for the Agency security officer with usual facilities and telephonic connection.

#### **5) OTHER OBLIGATIONS OF THE AGENCY:**

- a) The Agency shall at its own expense obtain required License under the Contract Labour (Regulation & Abolition) Act, 1970, or regulations of any government entity in connection with the company within 30 days after awarding of the contract by the company from the Asst. Labour Commissioner, Mangalore. The Agency shall issue notice of commencement / completion of work and file half-yearly returns to the authority as per the statute.
- b) The Agency shall provide and maintain at its own cost the following:
  - 1) A Tata Sumo and two motor bikes of Model 2018 only [with Drivers for Tata Sumo who possesses valid driving license (DL) on shift basis] for its security and vigilance functions. It will be used solely for patrolling the area on 24 hours basis and not to be used for personal purposes. Proper logbook for the Vehicle shall be maintained and made available for verification by the authorized officer of the company. The cost of FOL (fuel, oil and lubricants), cost of maintenance/ repairs/ replacement of parts of vehicle etc., including wages of drivers shall be borne by the Agency. Vehicle should have valid insurance coverage for a period of minimum two years and original documents of vehicle like RC, FC, road tax clearance and insurance be produced for verification along with a set of Xerox copies. The vehicle to be provided should possess valid emission test certificate as per the law. The vehicle should have five metal / fiber doors for opening /closing and should be with metal / fiber top. Company may utilize this vehicle for other official outstation visits also as per the agreed terms and rates.
  - 2) Electronic gadgets and other detecting equipments.

- 3) Good torch-light in working condition for Security Personnel working in night shifts/night patrolling/night duties.
- 4) Bill Certifying authority should ensure that the above items issued by the Agency to its personnel should be replaced as and when such items become unserviceable and not fit for use.
- 5) Rain Coats and Umbrellas to be provided by agency at its cost, to all Security Staff during rainy reason.

### **SECTION – III**

#### **A) ANNEXURE – I - PRE-QUALIFICATION REQUIREMENTS:**

- A. The Tenderer should have Experience in the same / similar Manpower Contracts for a minimum period of two (2) years in any Public Sector / Government / Private Industry with around 500 persons employed in the industry and should have provided minimum of 50 Security mandays per day in any of the past Three (3) years. Relevant documentary evidences like copies of Work Order and satisfactory Work Completion Certificate duly indicating the number of employees in the industry and Security Mandays employed should be furnished.
- B. The Tenderer should be financially sound and he should have Networth / Solvency more than Rs.50 Lakhs. In this regard, the Tenderer to produce the Networth Certificate certified by their Chartered Accountants or Solvency Certificate issued by their Bankers.
- C. The Tenderer should have a minimum turnover of Rs. 100 LAKH per year for two years in the past five years. This should be supported by copies of Financial Statement of Accounts duly certified by the Chartered Accountant, for a minimum period of 02 years in any of the past 05 years. The Financial Statement of Accounts includes Balance Sheet, Profit and Loss Account, and IT Returns along with details of Service Tax paid if any.
- D. The Tenderer should possess the following and copies of relevant documents to be furnished, before award of the work. Any failure will lead to forfeiture of EMD and award of work to next bidder at absolute discretion of the company.
  - a) License from the Competent Authority to run the Security Agency.
  - b) Provident Fund Registration in their Firms name
  - c) ESIC Registration in their Firms name
  - d) PAN Card
  - e) GST Registration
  - f) Tenderer to confirm whether the license issued by the licensing authority has been cancelled during the last two years and if so, the reasons for the cancellation.
  - g) The Valid Labour Licence to be furnished.
- E. Tenderer to own a four wheeler preferably Tata Sumo and **Two Motor Bikes (Model 2018 and above) in their name or under any legal arrangement and documents to be furnished.**
- F. The Tenderers are advised to furnish the above information along with supporting documents failing which the Tenders shall not be pre-qualified.
- G. Tenderers should not be holding any other contract whatsoever with MPM. Tenderers should be submitting tender exclusively for security service only. (local contractors neednot apply)

**SECTION – IV****A. INFORMATION ABOUT TENDERERS:**

1	Registered Agency Name	
2	Registered Agency Address	
3	Telephone No./ Fax No./ e-mail	
4	Name(s) and position(s) of Person(s) who may be contacted for further information if required.	
5	Nature of Firm - Proprietary/ Partnership / Limited Company.	
6	Name of the partners in case of Partnership.	
7	Agency Profile to be enclosed	
8	Whether Agency is Registered (copy of Registration to be enclosed).	
9	Service Tax Registration Number.	
10	Name of the Bankers.	
11	Financial Status 2015-16  2016-17  2017-18  2018-19	

**SECTION - V****A. CERTIFICATES / DOCUMENTS TO BE ENCLOSED :**

(Strike whichever is not applicable)

1	Service Tax Reg. No. & Date	ENCLOSED / NOT ENCLOSED
2	Income Tax Clearance Certificate from the Income Tax Dept., for previous 2 Years.	ENCLOSED / NOT ENCLOSED
3	Audited Balance Sheet and Profit & Loss A/c. - 2 years in past 5 years meeting the PQ requirement.	ENCLOSED / NOT ENCLOSED
4	Authorization Letter from the Principals (in the case of an Agency).	ENCLOSED / NOT ENCLOSED
5	Details of similar works done	ENCLOSED / NOT ENCLOSED
6	Satisfactory completion Certificates.	ENCLOSED / NOT ENCLOSED

**SECTION - VI**  
**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**  
**(On Rs. 200/- Stamp Paper)**

To \_\_\_\_\_

(Name & Address of Employer)

-----  
 WHEREAS.....(Name & address of Tenderer) (hereinafter called "the Tenderer") has under taken, in pursuance of Contract No.....dated.....2019 to Execute .....(Name of Contract and Brief description of Work ) ( hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Earnest Money Deposit for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the Tenderer, up to a total of Rs..... (amount of Guarantee)

Rupees .....(in Words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessary of your demanding the said debt from the Tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between your and the Tenderer shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature and Seal of Guarantors -----

Name of the Bank -----

Address -----

Date -----

**NOTE: THE BG SHOULD BE VALID FOR 135 DAYS ( 90 DAYS OFFER VALIDITY PERIOD + 45 DAYS CLAIM PERIOD ).**

**SECTION - VII****PERFORMANCE SECURITY BANK GUARANTEE FORM****(On Rs. 200/- Stamp Paper)**

To \_\_\_\_\_

(Name &amp; Address of Employer)

WHEREAS.....(Name & address of Tenderer) (hereinafter called "the Tenderer") has under taken, in pursuance of Contract No.....dated.....2019 to Execute .....(Name of Contract and Brief description of Work ) ( hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the Tenderer, up to a total of Rs..... (amount of Guarantee)

Rupees .....(in Words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessary of your demanding the said debt from the Tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between your and the Tenderer shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 90 days from the date of the expiry of the contract / extension period.

Signature and Seal of Guarantors -----

Name of the Bank -----

Address -----

Date -----

**NOTE: THE BG SHOULD BE VALID FOR 910 DAYS (730 DAYS FOR CONTRACT PERIOD + 180 DAYS EXTENSION PERIOD ).**