GOVERNMENT OF INDIA - DEPARTMENT OF POSTS
OFFICE OF THE DIRECTOR, POSTAL TRAINING CENTRE, NAZARBAD MYSORE-570010

Tender No. STA/5-15/security/2015-16 dated at Mysore-570010 the 08.06.2015

NOTICE INVITING TENDER

Sealed tenders are invited on behalf of President of India for providing Security services by engaging security guards without arms at Postal Training Centre, Mysore-570010 for a period of one year from the date of contract agreement. The terms and conditions specific to the work have been mentioned in Part II. The proforma for submission of tender has been given in Annexure I, II, III and Annexure IV (for Commercial Bid) of this Notice Inviting Tender. The schedule of tender is given as under.

2. Schedule of Tender

(A) BASIC DETAILS:

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<td>1</td>
<td>Tender No.</td>
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<td>Tender Type*</td>
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<td>3</td>
<td>Form of Contract</td>
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<td>4</td>
<td>No.of Covers(1/2/3/4)*</td>
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<td>5</td>
<td>Tender Category*</td>
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<td>6</td>
<td>Account Type Head *</td>
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<td>7</td>
<td>No.of Bid Openers</td>
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<td>8</td>
<td>Payment mode*</td>
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<td>8 (a)</td>
<td>If Offline type of mode</td>
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(B) WORK ITEM DETAILS:

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<tr>
<td>1</td>
<td>Work/Item Title</td>
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<td>Work/Item Description</td>
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<td>3</td>
<td>Pre quail.Details</td>
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<td>4</td>
<td>Product Category* (If any other,specify)</td>
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<td>5</td>
<td>Product Sub Category</td>
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<td>Contract Type*</td>
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<td>7</td>
<td>Tender Value*</td>
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<td>8</td>
<td>Bid Validity Days(120/90/60/30)* (If any other specify)</td>
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<td>9</td>
<td>Completion period in days</td>
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<tr>
<td>10</td>
<td>Location (Work/Services/Items)*</td>
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<tr>
<td>11</td>
<td>Pin Code</td>
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<tr>
<td>12</td>
<td>Pre-Bid Meeting (Yes/No)</td>
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<tr>
<td>13</td>
<td>Method of submission , EMD/SD &amp; General terms &amp; conditions</td>
</tr>
<tr>
<td>14</td>
<td>Parameters &amp; technical specifications</td>
</tr>
<tr>
<td>15</td>
<td>Tender form Technical infn.</td>
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</table>
### Undertaking

| 16 | Submission of commercial/financial bid | Annexure-IV |
| 17 | Chick list for tender | Annexure-V |
| 18 | Bid Opening Place | Postal Training Centre, Mysore-10 |
| 19 | Tender Class | As per Tender Document |
| 20 | Inviting Officer(Name) | Assistant Director (Admin) O/o the Director, Postal Training Centre, Mysuru-570010 |
| 21 | Phone number | 0821- 2521600/6540191 |

### (E) Fees Details

<table>
<thead>
<tr>
<th></th>
<th>TENDER CHARGES</th>
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<tr>
<td>a</td>
<td>Tender Fee (If more than zero, then 1(e) &amp; 1(f) are mandatory)</td>
<td>Rs. 500-00</td>
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<tr>
<td>b</td>
<td>Processing Fee</td>
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<tr>
<td>c</td>
<td>Surcharge</td>
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<tr>
<td>d</td>
<td>Other charges</td>
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<tr>
<td>e</td>
<td>Tender charges payable to</td>
<td>Asst.Director(Admn), PTC, Mysuru</td>
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<td>f</td>
<td>Tender Charges Payable At*</td>
<td>Any Post office in Karnataka</td>
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<tr>
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<th>EMD FEE DETAILS</th>
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<td>EMD fee</td>
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<tr>
<td>b</td>
<td>EMD Exemption Allowed (Yes/No)</td>
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</tr>
<tr>
<td>c</td>
<td>EMD payable to</td>
<td>Deposit in any Post office in Karnataka</td>
</tr>
<tr>
<td>d</td>
<td>EMD Payable At*</td>
<td>- Receipt to be produced.</td>
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### (F) CRITICAL DATES (Hrs. in 24 Hour format, Mins in multiple of 5)

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<td>Seek Clarification Start Date</td>
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<td>06</td>
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<td>6</td>
<td>Pre-Bid Meeting Date</td>
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<td>7</td>
<td>Bid Submission Start Date</td>
<td>10</td>
<td>06</td>
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<td>06</td>
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<tr>
<td>9</td>
<td>Bid Opening Date</td>
<td>30</td>
<td>06</td>
<td>2015</td>
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3. The Tender Form along with terms and conditions can be downloaded from the website [http://eprocure.gov.in](http://eprocure.gov.in) or from the undersigned, in this office on any working day (Monday to Friday) from 10.00 AM to 04.00 PM.

4. Cost of tender form is Rs.500/- which is to be credited to UCR at any post office in Karnataka and receipt in original is to be kept in the cover for technical bid. Tenders received without payment of cost of tender & EMD, will be rejected summarily.
5. GENERAL

5.1 Any attempt on the part of the tenderer to influence in any way for the acceptance of his tender will render the tender for rejection.
5.2 The decision of the Director, PTC, Mysore or competent authority of Department of Post shall be final on any matter of dispute arising out of this tender.
5.3 The terms & conditions of the contract are enclosed in the annexure. Agreement will have to be executed strictly in accordance with these terms & conditions. The tenders complete in all respects will be accepted in this office before due date & time. The tenders received/submitted after due date/time will be rejected out right.

/Rameshacharya/
Assistant Director (Admn)
PTC, Mysore-10
ANNEXURE – I
GENERAL TERMS AND CONDITIONS

Introduction:
Notice Inviting Tender for providing Security services – by engaging security guards without arms who are ex-servicemen, at main gate & main building (Karanji Mansion) of Postal Training Centre, Mysore-10

1. Parties:- The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Government of India through the Director, Postal Training Centre, Mysore-570010 for and on behalf of the President of India.

2. Addresses:–
For all purposes of the contract including arbitration there-under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Asst. Director (Admin) Postal Training Centre, Mysore-570 010. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner. The bidder should have its Local office at Mysore.

3. Scope of work :-

3.1. Security guards who are ex-servicemen to be provided under the contract are required to work for the following timings;
(i) AT Main gate of Postal Training Centre, Mysore - Round the clock
(ii) AT Main Building(Karanji Mansion) of PTC, Mysore – from 1800 hours to 0600 hours.

3.2. Only able bodied, physically fit, well-trained, disciplined and honest personnel among Ex-Service personnel shall be appointed for duty. Security personnel provided should not have any physical handicap, impairment, night blindness or colour blindness. Persons so deployed shall not be below 21 years and not above 50 years. They shall perform their duties to the satisfaction of Postal Training Centre, Mysore

3.3. The security agency shall provide proper uniform with required accessories such as whistle, torch lights, walky-talky, batons, etc to the security guards and shall ensure that their turnout is smart in all respects. Rain boots and rain coats should be provided to them during the rainy season.

4. Earnest Money:
Earnest Money of Rs. 15,000/- (in words Rupees fifteen Thousand only) must be deposited by bidders in any Post Office in Karnataka and the receipt must be submitted along with Technical bid of their e-tenders. Original receipt should be placed inside a sealed envelope & kept inside the tender box provided in the PTC, Mysore.

4.1 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.

4.2 Tenderer will not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein
or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited
to the Government.
4.3 The tenders without payment of Earnest Money Deposit and cost of tender form will be
summarily rejected.

4.4 No claim shall lie against the Government/Department in respect of erosion in the value or
interest on the amount of earnest money deposit or security deposit.

4.5 The interested parties can visit the premises of PTC to understand the work on 20.06.2015
At 1100 hrs.

4.6 EMD of unsuccessful tenderers will be refunded after the finalization of tender or within 40
Days from the date of opening of tender.
4.7 The period of contract is for a period of one year from the date of agreement & may extend
Further more with the approval of competent authority.

5. Preparation and Submission of Tender: **TWO BID-SYSTEMS:**

(1) **Technical Bid:**

4.1 The technical bid should be in the prescribed format, which should include all
the pages of the tender document except Annexure IV (Financial Bid). Please see Annexure II.

4.2 The Tender document fee should be paid at any post office and the
original receipt should be submitted with Technical bid. The original
receipt should be enclosed along with the EMD receipt both in original in
a sealed envelope to be placed inside the tender box at PTC, Mysore.

4.3 All the pages of the NIT shall be numbered consecutively and
all pages and annexures shall be signed with the firm’s stamp by
the bidder or a person or persons duly authorized to bind the
bidder to the contract. The letter of authorization shall be
indicated by written power-of-attorney attested by Notary Public
accompanying the bid.

4.4 The acceptance of the offer made by the tenderer will be
deemed as a contract.
4.5 No page should be removed/ detached from this notice
inviting tender.
4.6 The bid shall contain no interlineations, erasures or
overwriting except as necessary to correct errors made by the
bidder in which case such corrections shall be signed by the
person or persons signing the bid.
4.7 If any mandatory document specified in the NIT cannot be
attached as enclosure in OID(other important documents) under
bidder login in e-procure.gov.in, those documents can be scanned
along with the NIT to be attached as a single document without
fail.
4.8 Individual signing the tender or other documents connected with contract must specify whether he signs as:

a. A representative of the company, in which case he must have authority to execute contracts on behalf of the company and to refer arbitration disputes concerning the business of the company either by virtue of the agreement or by a power of attorney.

b. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

d. a Sole proprietor

N.B:

(1) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Chief Postmaster General, Karnataka Circle, Bangalore-560001 may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) A person signing as ‘Sole Proprietor’ will furnish a declaration of such nature on stamp paper duly attested by a Notary Public.

(5) The tenderer should sign and affix his/her firm’s stamp at each page of the NIT and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.
(6) The Contractor should have a valid license to run the services as required by Law.

(7) A duly constituted TEC will evaluate Technical bids

(8) Department of Posts may seek clarification and/or ask for additional documents at any stage of the tender proceedings. Tenderer is required to provide the same in time prescribed in this regard failing which bid may be cancelled.

(2) **FINANCIAL/Commercial Bid**

1. The financial bid should be in the prescribed format as given in Annexure IV and submitted separately electronically. The Commercial Bids of the tenderers short-listed after evaluation of technical bids only will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.

2. A consolidated amount should be quoted in Annexure IV for the whole job to be carried-out. The tenderer has to comply with the provisions of the Minimum Wages Act in respect of all employees as decided by the Government from time to time and the break up showing various items like Basic wages, VDA, EPF & ESI contribution (Employers contribution), service tax, service charges etc. to be furnished in Annexure VI.

3. The amount quoted shall be responsive and the bidders who have quoted ‘NIL’ charges over & above the minimum wages and statutory payments, become considered as unresponsive bidders and such bids will be rejected. Service charge shall be quoted and quote less than 5% will be rejected.

4. At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as prevailing at the time of payment.

6. **Validity of bids**

The bids shall be valid for a period of 180 days from the date of opening of tenders. This has to be so specified by the tenderer in the commercial bid.

7. **Opening & Evaluation of Tender**: The tenderer is at liberty either to be present himself or authorise any one representative (as in annexure-VII) to be present at the time of opening of tender and he should produce a proof of identity at that time.

   a. The evaluation of tenders will be made first on the basis of technical information furnished in forms given in Annexures – IV & VI. The commercial bid of such Agency/Firms found valid based on technical parameters as per annexure-III, will be opened on the date time & venue to be announced after opening of technical bid. It is to clarify that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this committee by the tenderers/representatives will adversely affect their competency in the bid. The reasons for selection or rejection of a particular tender will not be disclosed. The award of the work will be further subject to specific terms & conditions of the contract given in Part-II, Annexure-II of this NIT.
b. A duly constituted Tender Opening Committee will open the Technical Bids online in the presence of bidders or their authorized representatives who choose to attend, at the specified date and time. The bidder’s representatives who are present shall sign on attendance sheet/ register. **Authority letter to this effect shall be submitted by the bidders’ representative before they are allowed to participate in bid opening.** (Format is given at Annexure III). The bid of those bidders who have not deposited the EMD amount will be summarily rejected.

c. Only one representative for any bidder shall be authorized and permitted to attend the “bid opening”.

d. If the date fixed for opening of bids is subsequently declared as holiday by Department of Posts, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

e. Tender Opening Committee shall check the e-tender for the availability of the following.
   
i. Copy of Receipt issued by Post office towards cost of tender
   
ii. Copy of DD towards EMD
   
iii. Whether all the pages of the tender documents are signed, stamped & submitted
   
iv. Whether two bid system has been followed
   
v. Whether all documents as sought in the NIT have been submitted or not

f. A duly constituted Tender Evaluation Committee shall evaluate the technical bid of those bidders.

g. **All statements, documents, certificates, proof of EMD etc. uploaded by the bidders will be verified and downloaded for technical evaluation. The clarifications, particulars, if any, required from the bidders will be obtained either online or in the conventional method by addressing the bidders.**

h. The result of Technical bid evaluation will be displayed on the [www.eprocure.gov.in](http://www.eprocure.gov.in) which can be seen by all bidders who participated in the tender.

Financial bids of only technically successful bidders, who are short-listed after technical evaluation, will be opened and evaluated by Tender Evaluation Committee on a specified date and time under intimation to the short-listed tenderers and the result will be displayed on the [www.eprocure.gov.in](http://www.eprocure.gov.in) which can be seen by all bidders who participated in the tender. Till the technical bids are opened, the identity of the bidders who participated in the tender will be kept confidential. Similarly, till the commercial bids are opened, the bid offers will be kept confidential.
i. Bidder should submit copies of Income Tax returns OR audited balance sheet and Profit and Loss Account for last three financial years (say 2011-12, 2012-13 & 2013-14)

ii. Department of Posts decision for evaluation and selection shall be final.

8. **Summary Rejection:**
   a) Any bid received by DOP after the deadline for submission of bids or through any medium not prescribed by Department of Posts, shall not be entertained.
   b) Any bid received without E.M.D shall be summarily rejected.
   c) Any bid received without cost of tender document shall be summarily rejected.
   d) Any bid, where two bid systems are not followed shall be summarily rejected.

9. **Selection Procedure:**
   i. Firms submitting financial bids on items as mentioned in Annexure IV will be considered responsive and only their bids will be considered for further evaluation. Non-responsive bids will not be considered for financial evaluation.
   
   II) Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for Security Deposit will be communicated.
   
   III) If confirmation is not received within 2-3 working days, it will be considered as deemed denial/ refusal and action will be taken accordingly.
   
   IV) The option of refusal as provided above should not be exercised indiscriminately by the bidder and should only be exercised in most compulsive cases with adequate justification provided for by the bidder. In case, Department suffers any loss due to refusal to execute the job by the bidders, Department of Posts will have the right to recover such losses from the bidders. Department may also exercise its right to remove such bidders from its list.
   
   V) It is not obligatory on the Department to offer guaranteed to any bidder. The decision of the Department of Posts or a designated officer of the Department of Posts will be final and binding.
   
   VI) Director’s decision in regard for evaluation & selection shall be FINAL and binding.

10. **Right of Acceptance:** Director, Postal Training Centre, Mysore-570010 reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Director, Postal Training Centre, Mysore-570010 in this regard is final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.
11. Communication of Acceptance:
   The successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for paying Security Deposit will be communicated.

12. Time Schedule for Commencement of Work:
   The work must be commenced within a period of 10 days from the date of award of work or as per schedule mentioned in Part – II of Annexure – II.

13. Security Deposit:
   The successful tenderer will have to deposit a security deposit to the extent of 10% of the annual cost of the work in a Post Office One Year Time Deposit account in any Post Office, duly pledged in favour of President of India, through the Assistant Director (Admin), Postal Training Centre, Mysore-570010 within 7 days from the date of acceptance of the tender and the Pass Book submitted to the office for safe custody. Alternatively, a bank guarantee for the amount valid for the period extending at least six months beyond the date of completion of work may be furnished. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government. The Security Deposit can be forfeited by order of the Director, Postal Training Centre, Mysore-570010 in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Department of Posts sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm’s bill has been received and examined.

16. Penalty:
   In the event of the contractor failing to:
   (i) Observe or perform any of the conditions of the work as set out herein;
   (ii) Or execute the work in good manner and to the satisfaction of the Director, Postal Training Centre, Mysore 570010.

   a) It shall be lawful for the Director, PTC, Mysore in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that the contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require, any work executed otherwise than in good and workman-like manner. In both or either of these events aforesaid, the contractor has to make such arrangements as he may think fit for the reproduction of the work in lieu of that so rejected or removed.

   b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, Director, PTC, Mysore may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the Director, PTC, Mysore.

   c) In the event of discovery of any error or defect due to the fault of the contractor, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Director, PTC. Mysore in the event of the delivery of any defective work, which owing to any reason cannot be wholly rejected,
the Director, PTC, Mysore shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient.

d) In the event of a work being wholly rejected, the Director, PTC, Mysore may at his discretion either;
   (i) Permit the contractor to re-do the same within such time as he may specify at contractor's own cost, or
   (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub clause (b) of this clause.

e) The powers of the Director, PTC, Mysore under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in Director, PTC, Mysore

f) Rs.500/- per person per day shall be deducted as penalty against the absence of any deployed person from assigned place of duty.

g) Director PTC reserves the right to terminate the services of the agency at any time without giving any notice whatsoever.

17. Labour Regulations
The Contractor shall comply with all Labour Laws and regulations in force. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Apprentices Act, 1961 or the modifications thereof or any other laws relating to and the rules made thereunder from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. The contractor shall maintain all the statutory registers, required under labour laws. The contractor shall also produce these records on demand by authorities of Director, PTC, Mysore. If he fails to do so, his failure will be a breach of the contract and Director, PTC, Mysore may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.

(i) The contractor shall indemnify PTC, Mysore against payments to be made under and for the observance of the laws. The persons engaged shall not claim any benefit/compensation absorption/regularization of services from this Ministry/Dept. under the provision of Industrial disputes Act, 1974 of Contract Labour(Regulation & Abolition) Act, 1970.

(ii) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(iii) PTC shall have the right to deduct from the amount due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker/s, be reason of non-fulfillment of the conditions of the contract of the benefit of workers, non-payment of wages or of deductions made from their wages which are not justified by their terms of contract or non-observations of regulations.
(iv) For any loss incurred by PTC because of the workers engaged by the agency, the Director, PTC, Mysore shall have the right to deduct from the money due to the Contractor for any loss incurred by PTC because of the workers.

(v) The event of any failure in this regard and in the event of any loss/ damages caused directly or indirectly to Director, PTC, Mysore the same will be payable by the contractor along with such penalty as may be decided by Director, PTC, Mysore which shall not be less than 10 percent of the total loss suffered by PTC.

(vi) No medical facility/reimbursement thereof will be provided by the Ministry/Dept. to the workers engaged on contract basis/Agency.

(vii) The engagement of workers on contractual basis does not confer any right for continuation for extension of the contract on any reason. This will purely be a short term temporary arrangement on contractual basis and any statutory increase in wages/DA etc. is to be absorbed by the Agency.

(viii) The persons engaged will observe office discipline, decorum & may not misbehave with any official. The antecedents are properly verified from Police authorities by the contractor & furnish a certificate to that effect.

18. Insolvency etc.
In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the Director, Postal Training Centre, Mysore-570010 shall have the power to terminate the contract without previous notice.

19. Breach of Terms and Conditions:
In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by Postal Training Centre, Mysore-570010 in that event and the security deposit shall also stand forfeited.

20. Subletting of Work:
(i) The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the Director, Postal Training Centre, Mysore-570010, which he will be at liberty to refuse if he thinks fit.

(ii) Right to call upon Information Regarding Status of Work: Director, Postal Training Centre, Mysore-570010 will have the right to call upon any information regarding status of work at any point of time.

(iii) The tender is not transferable. Only one tender shall be submitted by one tenderer.

21. Terms of payment:
(i) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

(ii) The contractor shall submit the monthly bill (triplicate) in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

(iii) All payments shall be made by cheque only.
(iv) The monthly bill will not be released until the service provider produces proof of up to date payment of ESI & EPF contributions remitted to the authorities & copy of wages paid for previous month in r/o of the personnel so engaged by the agency at Postal Training Centre, Mysore.

(v) The Postal Training Centre, Mysore-570010 shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.

22. Arbitration:
If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at Bangalore and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Assistant Director (Admin)
Postal Training Centre,
Mysore-10

Signature of the tenderer with seal & Date
ANNEXURE – II
PART - I
PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. This tender aims to providing security services by engaging security guards without arms who are Ex-servicemen from security agencies having license as per Private Security Agencies (Regulation) Act, 2005 on contract basis from reputed and responsible service provider for providing security services.

2. The contracted work consists of security services
   a) At main gate of Postal Training Centre, Mysore (24 x 7) round the clock.
   b) At main building (Karanji mansion) of PTC from 1800 hrs to 0600 hrs.

PART - II
TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. General:

   1.1. Only able bodied, physically fit, well-trained, disciplined and honest personnel

       Among Ex-Service personnel shall be appointed for duty. Security personnel provided should not have any physical handicap, impairment, night blindness or colour blindness. Persons so deployed shall not be below 21 years and not above 50 years. They shall perform their duties to the satisfaction of this office.

   1.2. The security agency shall provide proper uniform with required accessories such as whistle, torch lights, walky-talky, batons, etc to the security guards and shall ensure that their turnout is smart in all respects. Rain boots and rain coats should be provided to them during the rainy season.

   1.3. There should be a supervisor for overall control, supervision & coordination with PTC, Mysore. The supervisor should have experience of at least two years in the similar job. The name of the supervisor and copies of certificates of experience should be submitted by the successful bidder before the signing of the contract. In case of change in the supervisor, the new incumbent should possess the required experience, for which necessary certificates are to be produced. A fine of Rs. 200/- per day will be imposed for the period when this condition is not satisfied without prejudice to any other action under the contract.

   1.4. The contractor shall have to deploy the personnel as quoted in Annexure VI of NIT to ensure complaint free service within given time as clearly mentioned under clause 1 of Part I of Annexure II of the NIT.

   1.5. The Security agency shall be responsible to ensure maintenance of Nominal roll-cum-attendance register by the Head Security Guard wherein each security guard shall personally write his name and put his signature in token of his attending the duty.

   1.6. Services will be required on all seven days of the week (including Sundays/Holidays).
1.7. The contractor shall prepare weekly duty chart of the personnel engaged one week in advance with a copy to the Assistant Director (Administration).

1.8. The contractor shall not change the personnel engaged at random. Any change/reshuffling of the personnel will be brought to the notice of Assistant Director (Admn).

1.9. Cleanliness and hygiene of the personnel employed should be very high. Sick persons will not be taken on duty. The personnel employed by the contractor shall not be suffering from infections/contagious disease.

1.10. PTC, Mysore would not undertake any liability on account of leave, wages, or any other obligation or act under any state or Central Government. The contractor will abide by the provisions of Labour Laws and Minimum Wages Act as notified from time to time and will be responsible for any dispute in this regard.

1.11. The contractor will be liable to make substitute arrangements in case of absence of any security personnel. Similarly, the security agency will have to make proper arrangements in case of absence of any security personnel. Similarly, the security agency will have to make proper arrangements in case of any weekly off including National Holidays that he may like to give to his employees. No extra payments shall be made by the Centre on such account. The Contractor shall be required to man the security check post at the main gate of PTC and also security at the PTC main building (Karanji Mansion) as specified by the PTC on all the days as specified in 2.1 above. No short leave or meals relief will be permitted to the Security personnel unless the security agency provides suitable substitute without any extra payment. He will be responsible for any loss or damage to property attributed to any security lapse on this account.

1.12. Security personnel should allow inside the campus only such material, which may not be a security hazard to the campus. No explosives, fire arms or ammunition will be allowed inside the Campus. If entry of any of such material is claimed essential for the Centre, due permission of the Director PTC, Mysore or any other officer authorized by him on his behalf will be obtained and proper gate pass should have been issued by the office. Such gate pass will be preserved by the security guards for further reference and record. To check the materials/items of stock and property going out of the buildings/campus and allow only such items to be taken out of the Campus as are duly authorized by the Director, PTC, Mysore or any other officer authorized by him on his behalf who shall issue a proper gate pass to this effect which shall be preserved by the security guards for further reference and record.

1.13. To restrict entry of strangers, hawkers and other trespassers.

1.14. To report forthwith any theft, burglary, crime damage to property or any other incident that has occurred in the Campus and has bearing on the PTC security to the PTC authorities without loss of time besides taking all out efforts to apprehend the persons/intruders responsible for such incident.

1.15. The personnel will be employees of the Contractor for all legal and practical purposes.

2. Uniforms

The personnel will put on proper and distinctive uniform with the logo of the contractor. All the personnel should spot their name plate prominently on their uniform. The uniform will be supplied by the contractor at his own cost and contractor shall ensure that the personnel on duty at all times are in neat and clean uniform.
3. **Identity Cards:**

The personnel will have photo identity cards issued by the contractor so that entry is restricted to only legitimate persons to the premises. The police verification for such officials will have to be done before employment in the campus.

4. **Conduct:**

(i) The personnel employed by the contractor should be courteous and polite in behaviour towards all the trainee officers and the PTC, Mysore establishment. The personnel will be bound to observe all instructions issued by PTC authority concerning general discipline and behaviour.

(ii) Equipment like TV’s/A/C’s in hostels/ IQ’s etc. should not be used by the contractor or his personnel.

(iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.

(iv) The contractor will ensure that the personnel employed are not the chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of PTC, Mysore

(v) The personnel should leave the campus immediately after completion of their job in the campus.

(vi) If any employee’s work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel in future.

(vii) The personnel will abstain from taking part in any staff union and association activities.

(viii) The personnel will be employees of the Contractor for all legal and practical purposes

(ix) No medical facility/re-imbursement thereof will be provided by the Ministry/Dept.

(x) The engagement does not confer any right for continuation or extension of the contract On any account. This will purely be short term temporary arrangement on contract Basis. Any statutory increase in wages/DA is to be absorbed by the Agency.

5. **Theft:**

The contractor shall be responsible for any theft of the items from the rooms or any other area being cleaned. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of authorities of PTC, Mysore this will be final and binding on the contractor.

6. **Penalty:**

The contractor shall not be paid an amount equal to one day’s payment for each day or part thereof, for unsatisfactory work in addition to a penalty of Rs. 200/- per occasion per area as per decision of the PTC authorities.
7. **Complaint Register:**

A complaint register will be kept with caretaker for registering complaints of the staff/trainees with regard to any aspect of the service provided by the contractor. The Supervisor engaged by the contractor has to consult this register everyday to know whether any complaints are registered and if so, immediate action on the complaint.

8. **Schedule of Submission of Bills:**

The contractor shall prefer bills for the actual work done, every month and the bills will be paid within 2 weeks thereafter, by A/c payee cheque, payable at Mysore and will be sent to his company address by registered Post or received personally.

9. **Payments:**

   (i) Payment of bills corresponding to a month will be released only on production of copies of remittance challans as proof of payment of employer's contribution of EPF and ESI dues of employees of the contractor, employed under this contract, to the appropriate authorities, for the previous month.

   (ii) If for any reason work is done for only a part of the month, payment will be made on pro-rata basis for the number of days work has been performed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.

   (iii) The Contractor will be required to pay minimum wages as prescribed from time to time under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The contractor will submit copies of the records to Postal Training Centre as & when it is asked by the PTC authorities.

   (iv) Any deterioration in service will not be tolerated on the plea of delay in respect of payment of monthly bill. Before payment of monthly bill, the contractor is required to produce the acknowledgement/documents for having paid the service tax of previous bill payments.

10. **Deductions:**

   (i) In case the contractor fails to execute/perform the assigned works or a part thereof, PTC, Mysore shall be authorized to make suitable deductions as deemed fit from the bills of the contractor and damages will be charged to the extent of loss.

   (ii) In case of any unsatisfactory service deduction upto Rs.200/- per day from the amount due during the month will be imposed on the Contractor.

11. **Information required before deploying personnel:**

    The Contractor must provide the following information/documents before employing/changing personnel for execution of the work in PTC:

    (a) Name, address, age & photograph of the personnel to be deployed.

    (b) A certificate to the effect that the contractor shall be fully responsible for the conduct & behaviour of the personnel.
(c) Contractor should provide the name & address & telephone No. of Liaison Officer who will maintain liaison with PTC Authorities for day to day matters.
(d) The bidder should furnish address of its local office at Mysore.

12. **Provision for termination/Extension**

The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Director, PTC, Mysore. The period of contract can be extended for a further period of one year at the discretion of the Director, PTC, Mysore. After expiry of the above period, the contract will automatically come to an end and no separate notice will be given.

13. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office concerned. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons so deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.

Assistant Director (Admin)
Postal Training Centre,
Mysore-10

**Signature of the tenderer with seal**
<table>
<thead>
<tr>
<th></th>
<th>Name of the Tenderer/concern</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Nature of the concern – Status (i.e. Sole Proprietor or Partnership firm or a Company or a Government Dept. of a Public Sector Organisation)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Whether each page of NIT and its Annexure is signed, stamped and enclosed to the Technical Bid</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Registration particulars/License for carrying out such work(Photocopy of registration certificate to be enclosed)</td>
<td></td>
</tr>
</tbody>
</table>
| 5 | a. For Payment of EMD amount; PO receipt No., date , Name of Post office & amount(in words and figures)  
   b. For payment of Tender form cost; PO receipt No., date , Name of Post office & amount(in words and figures) |   |
<p>| 6 | List of Important works of the nature stated above undertaken during the last two years whose summary is enclosed (Summary may be enclosed on separate sheets for each work and comprise the scope covered; persons employed; fee charged; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by the tenderer.) |   |
| 7 | List of Major Customers, their address, period of contract may be given on a separate sheet, with copies of the work orders issued by the customers |   |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 8 | • PAN Number (attested copy to be enclosed)  
• Photo copy of IT Returns submitted for the last three financial years i.e. 2011-12, 2012-13 & 2013-14 to be enclosed |
| 9 | Copy of order for service tax registration to be enclosed |
| 10 | In case of sole proprietorship or partnership balancesheet for 2011-12, 2012-13 & 2013-14 duly authenticated. |
| 11 | Copy of order for EPF & ESI Registration to be enclosed |
| 12 | Local address of the office at Mysore to be furnished |
| 13 | Any other information important in the opinion of the tenderer may be furnished |

da) The documents mentioned at Sl. 3 to 12 above are compulsory  
b) However in respect of firm/company which commenced its operation on or after 01.04.2011, the financial statements mentioned at item 8, 9 above should cover the period from the date of commencement of operation and upto 31.03.2015.  
c) Tenders not accompanied with any of the documents mentioned in sl. 2 to 12 above will be rejected.

**UNDERTAKING**

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the Postal Training Centre, Mysore - 570010 and shall abide by them.

2. I / We also undertake that I/ we have understood “Parameters and Technical Specifications for conducting the Work” mentioned in Annexure – II of the tender No. _______ dated ... and shall conduct the Work strictly as per these “Parameters and Technical Specifications for conducting the Work”.

3. I/ We further undertake that the information given in this tender are true and correct in all respects and we hold the responsibility for the same.

**Signature of the tenderer with seal**
ANNEXURE – IV

TENDER FORM - COMMERCIAL BID
(to be enclosed in the cover for Commercial Bid)

(i) Name of the Bidder:

(ii) The total amount quoted per month for the Services with breakup like basic wages (including VDA), EPF & ESI contribution (employers contribution), all kinds of taxes and service charges is Rs…………………..(in figures)…………. and Rs…………………………………………………………………………………..(in words) per month

Total area for cleaning: Roads-……..Sq.ft(approximate) and pathways ……..sq.ft(approximate)

The break-up details on wages, VDA, EPF & ESI contribution, service tax, service charge etc. be furnished in annexure VI.

Signature of the tenderer with seal
## CHECK LIST FOR SUBMITTING THE TENDER- ANNEXURE V
(To be enclosed in the cover for Technical Bid)

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Details of documents attached</th>
<th>Enclosed/ Not enclosed</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of tender form for Rs. 500/- UCR receipt No/date/Name of Post Office.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>EMD Amount for Rs 15000/- UCR receipt No./Date/ Name of Post Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Whether each page of NIT signed &amp; sealed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Status of the firm or company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copy of the registration of the firm/company &amp; license for running housekeeping services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 6     | (a) PAN number (copy to be enclosed)  
(b) Income Tax returns for the financial years 2011-12, 2012-13, 2013-14 duly authenticated |  |  |
| 7     | a) Copy of registration certificate for VAT/ST or similar registration with Govt. authorities  
b) Copy of registration for ESI  
c) Copy of registration for EPF |  |  |
| 8     | List of major customers during last two years with copies of work orders issued |  |  |
| 9     | Documents in support of agency’s experience of last two years in providing House Keeping services. |  |  |
| 10    | Whether Local address of firm/Company at Mysore is furnished? |  |  |

**Name of tenderer**:  

**Signature of the tenderer with Seal**:  

**Phone No.**:  

**Date**:  
**Annexure VI**

**Furnish the particulars under the following heads to arrive at total amount quoted**

*(to be enclosed in the cover for commercial bid)*

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>PARTICULARS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic wages @ Rs.....per day (Per month)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Variable DA @ Rs.....per day (Per month) on Basic wages</td>
<td></td>
</tr>
<tr>
<td>3(a)</td>
<td>EPF Contribution @ (Employer's contribution)</td>
<td></td>
</tr>
<tr>
<td>3(b)</td>
<td>ESI Contribution @ (Employer's contribution)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Service Tax @ ......%</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Service charge @...... % as per notification</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total amount quoted for the whole work per month(4+5+6)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>No. of persons to be employed for the work</td>
<td></td>
</tr>
</tbody>
</table>

Certified that the rate quoted complies with minimum wages act as notified from time to time and all the statutory provisions & Rules as applicable from time to time. The above rate is inclusive of Service tax, service charge or any other tax payable to Government.

2. I/We understand that bids which are quoted less than 5% service charges over and above minimum wages and statutory payments will be rejected.

3. I/We understand that offers not complying with the central minimum wages act will be rejected.

__________________________
Signature

__________________________
Name & Designation

__________________________
Seal
ANNEXURE VII

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: STA/5-15/2015-16, DATED: 30.05.2015

To,
Asst Director (Admin)
O/o the Director
Postal Training Centre
Mysore-570010

Subject : Authorization for attending bid opening on at hrs in the
tender No.STA/5-15/2015-16, DATED: 08.06.2015.

Following person* is hereby authorized to attend the bid opening for the tender mentioned above on behalf of __________________________ (Bidder).

<table>
<thead>
<tr>
<th>Name of the person</th>
<th>Specimen Signature</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of bidder
Or
Officer authorized to sign the bid Documents on behalf of the bidder.
Dated .................................

* Only one representative for any bidder shall be authorized and permitted to attend the Bid Opening. Such person shall carry this authorization letter along with him to participate in the bid opening.