

**SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE
MILK PRODUCERS SOCIETIES UNION LTD.,
MACHENAHALLI, NIDIGE (POST), SHIVAMOGGA-577 222
Phone (08182) 246161 / 246162 / 246163
E-mail: shimuladm@gmail.com**

TECHNICAL TENDER – PART-1 (E-TENDER)

**CONTRACT FOR PROVIDING SECURITY SERVICES FOR A PERIOD
OF ONE YEAR TO SHIVAMOGGA, DAVANAGERE & CHITRADURGA
DISTRICT CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION LTD.,
AT THE FOLLOWING UNITS.**

**SHIVAMOGGA DISTRICT : SHIVAMOGGA DAIRY, TADAGANI C.C.,
ANANDAPURA C.C**

DAVANAGERE DISTRICT : DAVANAGERE DAIRY, HONNALI C.C.,

**CHITRADURGA DISTRICT : CHITRADURGA C.C., HOSADURGA C.C.,
B.G.KERE C.C., CHALLAKERE C.C**

(C.C: Chilling Centres)

**LAST DATE FOR SUBMISSION : On 15-02-2016 Up to 4.00 PM
OF TENDERS IN E-PROCUREMENT
PORTAL**

**TENDER OPENING DATE : 18-02-2016 AT 12.00 PM
(TECHNICAL TENDERS)**

SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE
MILK PRODUCERS SOCIETIES UNION LTD.,
MACHENAHALLI, NIDIGE (POST), SHIVAMOGGA-577 222

**TENDER FOR PROVIDING SECURITY SERVICES FOR SHIVAMOGGA,
DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK UNION
AND ITS UNITS.**

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ಶಿವಮೊಗ್ಗ, ದಾವಣಗೆರೆ ಮತ್ತು ಚಿತ್ರದುರ್ಗ ಜಿಲ್ಲಾ ಸಹಕಾರ ಹಾಲು ಉತ್ಪಾದಕರ ಸಂಘಗಳ ಒಕ್ಕೂಟ ನಿ.,
ಮಾಚೇನಹಳ್ಳಿ, ನಿದಿಗೆ (ಅಂಚೆ), ಶಿವಮೊಗ್ಗ-577 222
ದೂರವಾಣಿ ಸಂಖ್ಯೆ (08182) 246161, 246162, 246163

ಇ-ಮೇಲ್ : shimuladmn@gmail.com ವೆಬ್‌ಸೈಟ್: www.shimul.coop

ಸಂಖ್ಯೆ/ಶಿವಮೊಗ್ಗ/ದಾವಣಗೆರೆ/ಚಿತ್ರದುರ್ಗ-4/ಭದ್ರತಾ ಟೆಂಡರ್ / 01 /2015-16

ದಿನಾಂಕ: 02-01-2016

-: ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಭದ್ರತಾ ಸಿಬ್ಬಂದಿಗಳನ್ನು ಒದಗಿಸುವ ಬಗ್ಗೆ

ಇ-ಟೆಂಡರ್ ಪ್ರಕಟಣೆ :-

ಶಿವಮೊಗ್ಗ, ದಾವಣಗೆರೆ ಮತ್ತು ಚಿತ್ರದುರ್ಗ ಜಿಲ್ಲಾ ಸಹಕಾರ ಹಾಲು ಒಕ್ಕೂಟದ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಬರುವ ಡೈರಿ ಹಾಗೂ ಶೀತಲೀಕರಣ ಕೇಂದ್ರಗಳಿಗೆ ಭದ್ರತಾ ಸಿಬ್ಬಂದಿಗಳನ್ನು ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಒದಗಿಸಲು ಇಚ್ಛಿಸುವ ಪಿ.ಎಫ್., ಇ.ಎಸ್.ಐ., ಸರ್ವೀಸ್ ಟ್ಯಾಕ್ಸ್, ಪ್ರೊಫೆಷನಲ್ ಟ್ಯಾಕ್ಸ್, ರಿಜಿಸ್ಟ್ರೇಷನ್ ಹಾಗೂ ಲೇಬರ್ ಕಾಂಟ್ರಾಕ್ಟ್ ಲೈಸೆನ್ಸ್ ಹೊಂದಿರುವ ಮತ್ತು ಇಂಡಸ್ಟ್ರಿಯಲ್ಲಿ ಕನಿಷ್ಠ 03 ವರ್ಷಗಳ ಭದ್ರತಾ ಗುತ್ತಿಗೆಯ ಕೆಲಸ ನಿರ್ವಹಿಸಿದ ಅನುಭವ ಹೊಂದಿರುವ ಗುತ್ತಿಗೆದಾರರಿಂದ 2 ಲಕೋಟಿ (ಫಾರಂ ನಂ.1 ಟೆಕ್ನಿಕಲ್ ಮತ್ತು ಫಾರಂ ನಂ.2 ಕಮರ್ಷಿಯಲ್) ಪದ್ಧತಿಯಲ್ಲಿ ಟೆಂಡರ್‌ಗಳನ್ನು ಆಹ್ವಾನಿಸಲಾಗಿದೆ.

- 1) ಭರ್ತಿ ಮಾಡಿದ ಟೆಂಡರ್ ಫಾರಂಗಳನ್ನು ಇ-ಟೆಂಡರ್ ಮೂಲಕ ಒಕ್ಕೂಟಕ್ಕೆ ಸಲ್ಲಿಸಲು ಕೊನೆಯ ದಿನಾಂಕ: 02-02-2016 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯವರೆಗೆ.
- 2) ಭರ್ತಿ ಮಾಡಿದ ಟೆಕ್ನಿಕಲ್ ಟೆಂಡರ್‌ಗಳನ್ನು ತೆರೆಯುವ ದಿನಾಂಕ: 05-02-2016 ರ ಮಧ್ಯಾಹ್ನ 12.00 ಗಂಟೆಯ ನಂತರ

ಟೆಂಡರ್ ಸಂಬಂಧ ಹೆಚ್ಚಿನ ವಿವರಗಳನ್ನು ವೆಬ್‌ಸೈಟ್ <http://eproc.karnataka.gov.in> ಹಾಗೂ ಒಕ್ಕೂಟದ ವೆಬ್‌ಸೈಟ್: www.shimul.coop ಗಳಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ.

ಸಹಿ/-

ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು
ಶಿವಮೊಗ್ಗ, ದಾವಣಗೆರೆ ಮತ್ತು ಚಿತ್ರದುರ್ಗ
ಜಿಲ್ಲಾ ಸಹಕಾರ ಹಾಲು ಒಕ್ಕೂಟ ನಿ.,
ಶಿವಮೊಗ್ಗ

ಶಿವಮೊಗ್ಗ, ದಾವಣಗೆರೆ ಮತ್ತು ಚಿತ್ರದುರ್ಗ ಜಿಲ್ಲಾ ಸಹಕಾರ ಹಾಲು ಉತ್ಪಾದಕರ ಸಂಘಗಳ ಒಕ್ಕೂಟ ನಿ.,
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ಸಂಖ್ಯೆ/ಶಿವಮೊಗ್ಗ/ಆಡಳಿತ-4/ಭದ್ರತಾ ಟೆಂಡರ್/7364/2015-16

ದಿನಾಂಕ: 16-01-2016

-: ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಭದ್ರತಾ ಸಿಬ್ಬಂದಿಗಳನ್ನು ಒದಗಿಸುವ ಬಗ್ಗೆ :-
(ಇ-ಟೆಂಡರ್ ಪ್ರಕಟಣೆ)

ಶಿವಮೊಗ್ಗ, ದಾವಣಗೆರೆ ಮತ್ತು ಚಿತ್ರದುರ್ಗ ಜಿಲ್ಲಾ ಸಹಕಾರ ಹಾಲು ಒಕ್ಕೂಟದ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಬರುವ ಡೈರಿ ಹಾಗೂ ಶೀತಲೀಕರಣ ಕೇಂದ್ರಗಳಿಗೆ ಭದ್ರತಾ ಸಿಬ್ಬಂದಿಗಳನ್ನು ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಒದಗಿಸಲು ಇಚ್ಛಿಸುವ ಪಿ.ಎಫ್., ಇ.ಎಸ್.ಐ., ಸರ್ವೀಸ್ ಟ್ಯಾಕ್ಸ್, ಪ್ರೊಫೇಷನಲ್ ಟ್ಯಾಕ್ಸ್, ರಿಜಿಸ್ಟ್ರೇಷನ್ ಹಾಗೂ ಲೇಬರ್ ಕಾಂಟ್ರಾಕ್ಟ್ ಲೈಸೆನ್ಸ್ ಹೊಂದಿರುವ ಮತ್ತು ಇಂಡಸ್ಟ್ರಿಯಲ್ಲಿ ಕನಿಷ್ಠ 03 ವರ್ಷಗಳ ಭದ್ರತಾ ಗುತ್ತಿಗೆಯ ಕೆಲಸ ನಿರ್ವಹಿಸಿದ ಅನುಭವ ಹೊಂದಿರುವ ಗುತ್ತಿಗೆದಾರರಿಂದ 2 ಲಕೋಟಿ (ಫಾರಂ ನಂ.1 ಟೆಕ್ನಿಕಲ್ ಮತ್ತು ಫಾರಂ ನಂ.2 ಕಮರ್ಷಿಯಲ್) ಪದ್ಧತಿಯಲ್ಲಿ ಟೆಂಡರ್ ಪ್ರಕಟಣೆ ಸಂಖ್ಯೆ.ಶಿವಮೊಗ್ಗ/ಆಡಳಿತ-4/ಭದ್ರತಾ ಟೆಂಡರ್/01/2015-16 ದಿನಾಂಕ: 02-01-2016 ರ ಪ್ರಕಾರ ಟೆಂಡರ್‌ಗಳನ್ನು ಆಹ್ವಾನಿಸಲಾಗಿತ್ತು. ಆದರೆ ತಾಂತ್ರಿಕ ಕಾರಣಗಳಿಂದ ಟೆಂಡರ್ ಅನ್ನು ಸಲ್ಲಿಸುವ ಮತ್ತು ತೆರೆಯುವ ಅವಧಿಯನ್ನು ಈ ಕೆಳಕಂಡ ದಿನಾಂಕದವರೆಗೆ ವಿಸ್ತರಿಸಲಾಗಿರುತ್ತದೆ.

- 1) ಭರ್ತಿ ಮಾಡಿದ ಟೆಂಡರ್ ಫಾರಂಗಳನ್ನು ಇ-ಟೆಂಡರ್ ಮೂಲಕ ಒಕ್ಕೂಟಕ್ಕೆ ಸಲ್ಲಿಸಲು ಕೊನೆಯ ದಿನಾಂಕ: 15-02-2016 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯವರೆಗೆ.
- 2) ಭರ್ತಿ ಮಾಡಿದ ಟೆಕ್ನಿಕಲ್ ಟೆಂಡರ್‌ಗಳನ್ನು ತೆರೆಯುವ ದಿನಾಂಕ: 18-02-2016 ರ ಮಧ್ಯಾಹ್ನ 12.00 ಗಂಟೆಯ ನಂತರ

ಟೆಂಡರ್ ಸಂಬಂಧ ಹೆಚ್ಚಿನ ವಿವರಗಳನ್ನು ವೆಬ್‌ಸೈಟ್ <http://eproc.karnataka.gov.in> ಹಾಗೂ ಒಕ್ಕೂಟದ ವೆಬ್‌ಸೈಟ್: www.shimul.coop ಗಳಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ.

ಸಹಿ/-

ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು
ಶಿವಮೊಗ್ಗ, ದಾವಣಗೆರೆ ಮತ್ತು ಚಿತ್ರದುರ್ಗ
ಜಿಲ್ಲಾ ಸಹಕಾರ ಹಾಲು ಒಕ್ಕೂಟ ನಿ.,
ಶಿವಮೊಗ್ಗ

TENDER APPLICATION FORMAT (TECHNICAL)

To,
The Managing Director,
Shivamogga, Davanagere & Chitradurga District
Co-operative Milk Union Ltd.,
Shivamogga.

Sir,

Sub: Submission of Technical tender documents for providing
Security Services to Shivamogga, Davanagere & Chitradurga District
Milk union and its Units.

Ref: ಟೆಂಡರ್ ಪ್ರಕಟಣೆ ಸಂಖ್ಯೆ.ಶಿವಮೊಗ್ಗ/ಆಡಳಿತ-4/ಭದ್ರತಾ ಟೆಂಡರ್ / 01 /
2015-16 ದಿನಾಂಕ: 02-01-2016

- - - - -

In response to the above e - tender notification and after having examined the
Technical-cum Commercial tender documents (In part-I and part-II).

I / We hereby submitting all the necessary documents and relevant information for
tendering the above- mentioned tender.

The application is made by me / us on behalf of

_____ in the capacity of _____ who
is duly authorized to submit this Technical-cum Commercial Tender offer.

I / We submit the documents herewith taking into consideration of all the
instructions, terms & conditions detailed in the tender documents.

I / We understand that Managing Director, Shivamogga, Davanagere &
Chitradurga District Co-operative Milk Union reserves the right to accept or reject any or
all tenders without assigning any reasons there of.

I / We hereby agree to hold the tender / offer valid for acceptance for a period of 90
days from the date of opening of the tender (part-II).

// SEAL AND SIGNATURE OF THE TENDERER //

The details pertaining to Technical Tender are as follows :-

<p>a) Registration with Regional Provident Fund Commissioner. No. & Date in the name of the firm (copy enclosed)</p>	
<p>b) E.S.I. Registration No. & Date in the name of the firm (copy enclosed)</p>	
<p>c) <u>Registration / License from Labour Dept.</u> 1) Registration Certificate of establishment in form No: 'C' 2) Labour License Issued from Asst. Labour Commissioner, (in Form No:VI) (Both copies to be enclosed.)</p>	<p>1) Reg No : Date : 2) License No : Date :</p>
<p>d) Service Tax (Central) Registration No: (Proof enclosed)</p>	
<p>e) Professional Tax Registration No: (Proof enclosed)</p>	
<p>f) PAN Number of the firm under which tender is applied (Proof enclosed)</p>	
<p>g) Details of EMD furnished (For Rupees Fifty Thousand only)</p>	
<p>h) License to engage in business of private security agency. (License by police department)</p>	

//SEAL & SIGNATURE OF THE TENDERER//

h) Details of security contract Services rendered in **Industries** (Please attach recent years satisfactory service certificates issued from the concerned Industries)

Sl. NO	Name of the Industries	Mention the years in which Service was provided.	Total NO. of Security Personnel Provided (AVG per day)
1	2	3	4
1			
2			
3			
4			
5			

- 7 -

DECLARATION :

I hereby declare that I have read all the tender terms & conditions and the details of Annexure enclosed thereof and have fully understood the implications thereof before participating in this tender. I also declare that (1) Presently I am not providing contract labours nor have taken any piece work contract in Shimul and (2) I shall abide by the rules and regulations of the Shimul as stipulated in the tender document. I shall maintain the official decorum and discipline at the time of discharging services during the contract period. The rates quoted are irrevocable.

Date :

Yours faithfully,

Place:**Name & Address:****Signature with Seal.***(In Capital Letters)***The list of the copies of the documents enclosed :-**(Mark “ ✓ ” as applicable)

PARTICULARS	YES	NO
a) EPF Registration Certificate in the name of the firm		
b) ESI Registration Certificate in the name of the firm		
c) 1) Registration Certificate of establishment 2) Labour License Issued from Asst. Labour Commissioner.		
d) Service Tax Certificate No.		
e) Professional Tax Certificate No.		
f) PAN No. in the name of the firm.		
g) EMD furnished		
h) Certificates of Service rendered in Industries		
i) Financial statements and returns of Income for income tax for the financial years 2013-14, 2014-15 & 2015-16.		
j) Turn over for each year shall not be less than Rs. 50 Lakhs per annum. (Latest financial year balance sheet to be enclosed).		
k) License to engage in business of private security agency. (License by police department)		

Above serial No. a, b, c, d, e, f, i, j and k notarized certified copy should be enclosed.

(Note: The original of the above documents should be produced at the time of opening of Technical Tender)

Annexure – C

TERMS AND CONDITIONS FOR THE TENDER :

- I. WORK DETAILS :-** Providing Security Supervisor, Security Head Guards, Security Guards and Gunman to Dairies and Chilling Centres of Shivamogga, Davanagere & Chitradurga District Co-operative Milk Union located at Shivamogga, Davanagere & Chitradurga Districts.
- II. ELIGIBILITY :**
1. The Contractor should have Registration with Regional Provident Fund Commissioner under provident Fund Act in the name of the firm in which tender is applied.
 2. The Contractor also should have registration with Employees State Insurance under the provisions of ESI Act in the name of the firm in which tender is applied.
 3. The Contractor should have (1) Registered their establishment and (2) Should have obtained License from the labour Department, for having permitted to take up security contract works under the provisions of Labour Contract Act.
 4. Contractor should have Service tax registration number obtained from Central Excise Department and professional tax Reg No: obtained from commercial tax Department in the name of the firm.
 5. The Contractor Should Have Work Experience for A Minimum Period Of 3 Years in Providing Security Personnel's on Contract to Any Industry.
 6. The contractor should furnish the **EMD** of Rs. **50,000/-** as indicated.
 7. The Contractor Who Is Presently Engaged In Providing Contract Labours / Piece Work Contract to Shivamogga, Davanagere & Chitradurga District Co-Operative Milk Union is not eligible to participate in this Security Tender.
 8. Any Contractor who was engaged by the union for providing Security Service / Contract Labour Service / Any other Contract Service and whose contract was terminated during the said contract period or extended period. due to non performance or breach of contract for any reason. Such contractors are not eligible to participate in the tender for a minimum period of **2** years from the date of termination of the contract.
 9. Any contractor who has rendered / or rendering any contract service to the union and whose services were / are considered as not satisfactory, with valid reasons such contractors are not eligible to participate in the tender. However the decision of the Managing Director in this regard shall be final & binding.

10. Any Contractor who was black listed in the union for any reason in any Unit / Section / Department of the union for such a period prescribed for such action is not eligible to participate in the tender.
11. The tenderer shall bear all the costs associated with the preparation and submission of his tender.

III) CONTENTS OF TENDER DOCUMENTS :

The tenderer is expected to carefully examine all the instructions, terms and conditions in the tender document. Failure to comply with requirement of tender submission will be at tenderers own risk. The tender which are not substantially responsive to the requirement of tender document and **which are conditional** shall be liable for rejection.

IV) CONTRACT PERIOD :

The contract shall be for a period of One year from the date of commencement of the contract. However Managing Director, Shimul shall be reserved with the rights to extend the contract period on same rate, terms & conditions for further period of 3 months or till the alternative arrangements are made whichever is earlier. However Managing Director, Shimul has also got the rights to terminate the contract in the interest of the Union at any point of time without giving any advance notice, depending on the exigency of the situation, during the contract period or extended period on breach of any contract conditions.

V) QUOTING OF RATES :

- a) The commercial tender with zero service charges (which includes other charges as indicated in commercial tender form) will be rejected or will not be considered.
- b) If the rates quoted in the Commercial Tender are less than the minimum wages in force as stipulated in the Govt Notification for Civilian Guards and in the DGR for Gunman for Area C as specified by the directorate general of resettlement ministry of defence Govt of India notice of revision of minimum wages as the case may be the same will not be considered and is liable for rejection.
- c) The rates quoted / negotiated and accepted by the tenderer shall be in force for entire duration of the contract. However any changes in the minimum wages effected by the Govt. will be considered by Shimul for payment along with the statutory contribution of the contractor towards PF + ESI.

VI) TENDER VALIDITY PERIOD :

1. The tender submitted shall remain valid for acceptance for a period of 90 days from the date of tender opening.
2. During the period of validity, the tenderer shall not be permitted to modify any terms of the tender but may be permitted to extend the validity period of his tender if necessary.

// SEAL & SIGNATURE OF THE TENDERER //

VII) EARNEST MONEY DEPOSIT(EMD)

1. Tenderer shall furnish EMD as part of the tender for Rs. 50,000/- (Rupees Fifty Thousand only) Through e-Portal
2. The EMD of successful tenderer will be refunded when the tenderer execute the agreement and furnishes the required security deposit or adjust the same towards security deposit if the tenderer desires so.

VIII) EMD MAY BE FORFEITED :

1. If the tenderer withdraws his tender during the period of tender validity period or
2. If he fails to execute the agreement and to furnish the required security deposit within the stipulated time limit.
3. The decision of the Managing Director, Shimul is final in this regard and binding.

IX) FORMAT FOR SIGNING THE TENDERS :

1. The tenderer shall prepare and submit the tender through E-procurement.
2. All the pages of tender document shall be signed & sealed by the tenderer. If any entries are to be amended / corrected they shall be written separately and legibly with the full signature of the tenderer and no overwriting shall be permitted.

X) SEALING AND MARKING OF TENDERS :

The tenderer shall submit the *Technical & Commercial Tenders* through e-procurement

XI) DEADLINE FOR SUBMISSION OF TENDERS : As per e-Tender Notification

XII) TENDER OPENING : As per e-Tender Notification

XIII) RIGHT TO ACCEPT / REJECT TENDER :

Shimoga, Davanagere & Chitradurga District Milk Union reserves right to accept / reject any or all tenders at any point of time before issuing work order without assigning any reason & not with standing any clause stated above. In case of dispute between any tenderer & SHIMUL, the decision of Managing Director, Shimul shall be final and binding.

// SEAL & SIGNATURE OF THE TENDERER/ /

XIV) AWARDING OF THE CONTRACT:

1. Subject to the clause of the responsiveness, the Shimul will award the contract to the bidder whose tender has been determined to be substantially responsive to the tender document and who has been successful in clause **XII** mentioned above.
2. The successful tenderer will be informed as such by Shimul No enquiry regarding the acceptance or rejection of a tender shall be entertained after the tender meeting.
3. Successful tenderer shall enter in to an agreement with Shimul and pay the Security deposit with in the stipulated period mentioned in the acceptance order failing which his tender will be rejected and his **EMD** will be forfeited and he will be black listed for next **2** years in Shimul

QUALIFICATION FOR COMMERCIAL TENDER:

The Commercial Tenders **PART-II** will be considered, whose Technical Tenders of **PART- I** are qualified.

Sign/-
MANAGING DIRECTOR
SHIMUL

I/We Agreed for the above terms & Conditions of the bid

// SEAL AND SIGNATURE OF THE TENDERER //

TERMS AND CONDITIONS OF THE PERFORMANCE OF THE SECURITY CONTRACT:

SCOPE OF WORK :

The contractor shall fully survey the area of premises of dairies and chilling centers of Shivamogga, Davanagere & Chitradurga District Co-operative Milk Union (herein after called “SHIMUL”) regarding provision of Security Services. The contractor shall arrange, subject to the provisions contained herein, to safe guard the men, materials and properties of Shivamogga, Davanagere & Chitradurga District Co-operative Milk Union by posting its men in such a manner and at such points as it considers necessary. This would include patrolling of area at all times during day and night, checking of cars, lorries and other vehicles, restriction of movement of animals. Search of officials, contract labours and other persons at the security gate and in the premises of Shivamogga, Davanagere & Chitradurga District Co-operative Milk Union and at its units, The contractor shall be responsible for stock of milk can & crates in circulation. The scope of work will also include any security work assigned by the Managing Director or his authorized representative from time to time. The contractor shall carry out the security work as per Terms & Conditions of the work order and agreement executed.

I. VALIDITY OF CONTRACT:

The validity of contract will be for a period of One year from the date commencement of the contract. SHIMUL reserves the right to extend the contract period on same rate, terms and conditions for further period of three months or till the alternate arrangement is made whichever is earlier. However Managing Director, Shimul has also got the rights to terminate the contract in the interest of the union at any point of time during the contract period or extended period without giving any advance notice depending of the exigency of the situation of breach of any contract conditions.

II. SECURITY DEPOSIT:

- 1) The successful contractor will have to deposit a security deposit of equivalent to one month bill or ` 9.00 Lakh which ever is more. The Security Deposit should be deposited in the form of Cash / D.D / Bank guarantee in favour of Managing Director, Shivamogga, Davanagere & Chitradurga District Co-operative Milk Union Ltd., within time prescribed in the tender acceptance letter.
- 2) No interest will be paid for the security deposit by the SHIMUL.
- 3) The security deposit will be liable for forfeiture fully or partly.
 - (a) In case of termination of contract for non-performance, violation of terms and conditions of the contract.
 - (b) Towards liquidity, damage if any, by non-performance of contract.

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- (c) Towards damages/ losses caused by the contractor or by the persons engaged by the contractor to the property of Shivamogga, Davanagere & Chitradurga District Co-operative Milk Union, Dairies and its Chilling centers while performing the contract.
 - (d) Towards the expenditure incurred in making alternative arrangements by hiring / engaging the services from other agencies / sources due to nonperformance of the contract by the contractor.
 - (e) The penalties imposed if not paid or settled by the contractor for the losses due to pilferage, damage, theft, spoilage, non performance, negligence breach of contract Terms and conditions etc.,
 - (f) The forfeiture amount decided by Managing Director, Shimul is final and binding.
- 4) Security deposit will be released after deducting any dues, penalties, forfeitures as per clause II (3) and any losses caused by the contractor during the contract period and after submission of documents for having filed all returns and compliance of statutory requirements.

III. WORK TIMINGS:

The works will have to be carried out in three shifts commencing:

- a) I Shift from 6.00 AM to 2.00 PM
- b) II Shift from 2.00 PM to 10.00 PM
- c) III Shift from 10.00 PM to 6.00 AM
- d) The General shift shall be from 9.30 AM to 5.30 PM
- e) The shift of the Gunman is from 9.00 PM to 5.00 AM

However shift timings may be altered with the prior approval of SHIMUL according to the exigencies of service and schedule of distribution and procurement vehicles timings.

IV. PAYMENT:

1. The contractor will submit the contract service bills complete in all respects within 3rd of every month and the same shall be cleared within 7 days by SDCMUL Bills not submitted properly and without necessary documents will not be considered.
2. Along with monthly bills the contractor shall submit the certified copy of the wage register, Muster role in form 22, EL, GH wages, attendance certificates and certified copies of the PF, ESI, Professional Tax, Service Tax, remittance documents / Bank Challens along with schedule of employees list with individual PF / ESI No. separately for each remittance.

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3. Any changes in the minimum wages effected by the Govt. will be considered by Shimul for payment along with the statutory contribution of the contractor towards PF + ESI, Admin Charges.
4. Service Tax will be reimbursed to the contractor on production of proof of payment.
5. Presently Shivamogga Dairy, Davanagere Dairy & Chitradurga C.C. are only covered by ESI.
6. Certified copies of the returns filed by the contractor to the concerned PF, ESI, Professional Tax, Service Tax, etc., Half yearly / yearly as the case may be with the signature & seal of the concerned authorities are to be submitted to this office with in one month of the relevant period.
7. The Contractor will pay the wages which shall not be less-than prevailing minimum wages to the Security Personnel as per Govt Notification in force for civilian guards and DGR rates for Gunman along with statutory obligations within **10** days of the wage period in presence of the representative of Shimul official authorised by the Managing Director and obtain a certificate on the wage rules registers as required under the contract labour Act (R & A), Karnataka Rules, 1974 from him.
8. If the contractor fails to pay the wages to the Security Personnel within 10 days from the wage period the Managing Director shall have the right to pay the wages to the Security Personnel on behalf of Security Contractor and recover the same from the contractor bill or from security deposit of the contractor with penalty.
9. The monthly contract bill of the contractor will be considered for payment only after submission of wage Register showing the payment made to the Security personnel as per rules pertaining to the relevant month wages & submission of PF, ESI, Service Tax, remittance documents and certified copies of the annual returns to Shimul with in one month.

V. QUALIFICATION OF SECURITY STAFF:

- (a) **Security Supervisor** : must have passed minimum Degree and must not have crossed 40 years.
- (b) **Security Head Guard** : must have passed minimum P.U.C. and must not have crossed 40 years.
- (c) **Security Guard** : must have passed minimum S.S.L.C and should be of age group between **20-40** years. And should have sufficient training in this field of Security.
- (d) **GUNMAN** : must be Ex-Servicemen and must have passed minimum S.S.L.C and must not crossed **40** years and should have valid gun license.
- (e) All the security personnel must have the reading and writing knowledge in Kannada & English.

VI. GENERAL CONDITIONS:

- a) The contractor will be responsible for the discipline of the security personnel On and Off the duty hours.
- b) The employees engaged by the contractor will be in the employment under the contractor only and not of Shimul.
- c) The contractor will solely be responsible for the payment of wages, allowance, EL, bonus, gratuity and other benefits of its employees and the Shimul will in no way be concerned with the same. The contractor will also be responsible for the welfare of its employees as per the various Government Acts Regulations whether central or state.
- d) The contractor will solely be responsible for the acts of commission or omission of its employees. Shimul reserves the right to impose penalty to the contractor for any acts of commission or omission by security personnel.
- e) The contractor will provide the number of personnel stipulated by the Shimul on every day and every shift. It is the responsibility of the contractor to make alternate arrangements during weekly off / on general holidays on his own. Contractor will arrange for replacement as necessary at his own expenses, in case of sickness, leave or absenteeism for any reason what so ever of its employees.
- f) The contractor shall provide two Pairs of proper uniform (which consists of pant and shirt), cap, lanyard with whistle, belt, shoes, socks, badges, battery / torch, lathi, mufflayer, Sweater, etc., and every month washing allowances as per the Govt. Notification.
- g) The contractor will arrange periodical surprise checks during day or nights to supervise the performance and turn out of the security force provided by it and send periodical reports to Shimul.
- h) The contractor will properly maintain all records, registers as per the directions of the union and also such other records required as contemplated by the provisions of all the relevant statues which inter alias included the contract labour (regulation & abolition) Act, Provident Fund Acts, Service Tax act, employees State Insurance Act and Rules & payment of wages Act etc., and they should be made available for inspection as and when Union or statutory authorities desires even after the contract period.
- h (a) The contractor will ensure that no member of security force provided by it will be a member of the Trade Union of the employees of Shimul or take any interest in their activities of involve himself in Trade union Activities of employees of Shimul.

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- h (b) Contractor should not engage any person for Security, who worked / working as contract labourer in Shimul and contractor should also not engage any person of the local District for Security work in the units of Shimul of that district and also the security personnel who worked in other agencies should not be engaged.
- i) Attendance register of Security personnel, vehicle movement register, dispatch register, crate and cans register, in and out register of the union staff, visitors etc., and any other registers/documents maintained in the union by the security contractor are the property of the union and the contractor should hand over them whenever asked or at the end of the contract period to the union.
- j) The contractor shall maintain fire fighting equipments at the Shimul as part of their services and also render First Aid Service in case of any accidents.
- k) Security personnel provided should be smart and well built. The Managing Director or his authorized representative will have the right to inform the contractor to withdraw such personnel who are under built and below Police standard height and found to be inefficient / irresponsible for security job. The contractor should oblige for such changes. Contractor should not change the security personnel very frequently, which affects badly the smooth functioning of Security system.
- l) The duration of duty for each personnel is eight hours per day.
- m) Police Verification of Security Personnel will be carried out by the contractor prior to their engagement to security work at Shimul.
- n) Contractor will ensure that security personnel will be trained at their training centers before they are being deployed to Shimul.
- o) It is the responsibility of contractor to meet the medical expenditure and also compensation to be paid as per the workmen compensation Act and Rules, if any security personnel meet with an accident or death on duty.
- p) The security staff should report / present at the designated place on time / shift.
- q) Contractor should abide by and be responsible for the all conditions stipulated in
- Contract Labour (Regulation & Abolition) Act 1970.
 - Payment of Wages Act 1936.
 - EPF & FPF Act 1952.
 - ESI Act.
 - Workmen compensation Act 1923.
 - Factories Act 1948 and Karnataka Rules 1969.
 - Income Tax Act 1961.

- Service Tax Act and Rules.
- Professional Tax Act.
- Payment of Bonus Act.

And such other Acts which are applicable to his contract and which will be in force from time to time during his contract period.

- r) 1) It is prime responsibility of the contractor to check and avoid un-Authorized / illegal movement of any material in & out of the Dairy / C.C premises and also in excess or in shortage.
- 2) Staff of Shimul / Contract labours & visitors have to be checked at the security gate when entering & leaving the dairy / chilling centre premises every day.
- s) It is the responsibility of the contractor to protect Dairy / C.C. plant, ETP etc., with in the premises and all men & material inside the Dairy / C.C Premises which also includes quarters, garden, trees etc. from theft & fire.
- t) There is no master & servant relationship between Shimul and security personnel. All statutory payments are to be born by the contractor himself as per the Act and Rules in force from time to time.
- u) Security personnel shall maintain the electronic or mechanical punching clock in the premises of the Shivamogga Dairy / its units (wherever they are installed) and maintain the records properly.
- v) It is the responsibility of the security contractor to check and ensure the dispatch of correct quantity of milk & milk products, crates & cans etc., to the distribution vehicles at the dairy dock & ensure that no unauthorized crates & cans should be allowed inside the dairy / chilling centres.
- w) Security personnel should be posted only for one Shift in a day and their shift allotment letter to be submitted to the Union in advance.
- x) Security personnel shall be required to work six days in a week. They are eligible for a day of paid weekly off. During the weekly off of the security personnel the contractors have to provide an alternative staff as per the requirement.
- y) **REQUIREMENT OF SECURITY PERSONNEL** : The contractor shall provide required number of security personnel & extra persons if required by Shivamogga Dairy / its units and maintain the records properly. The contractor should bring it to the notice of the union while effecting any change of any Security personnel.

VII. As per Section 194 C of the Income Tax Act 1961. The T.D.S, surcharge will be deducted at source as applicable. The contractor is responsible for payment of service Tax, professional tax and any such other taxes as per the Government rules in force from time to time.

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VIII. The successful tenderer, whose Tender is accepted shall Furnish returns to the office of the income tax, labours authority, Service Tax authority, PF, ESI and such other authorities within the stipulated time from the date of acceptance of the works, failure on his part to do so entails levy of fine for every day of default or penalties from the concerned authority / Shimul.

XI. Contractor shall obtain License in accordance with the Contract Labour (R & A) Act, 1970 and Karnataka Rules 1974, made there under to under take contract work in Shimul within **15** days from the date of contract from the Labour Department.

X. The contractor shall issue appointment letter and the copies of the same are to be submitted to the union. The contractor should provide ESI card to all the Security Personnel who are all covered by ESI. The contractor shall issue Identity badges/ Cards / Tokens to each and every contract Security Personnel engaged by him. Which shall contain Sl.No / ESI / PF No. etc.,

XI. In case of any theft / pilferage during the tenure of Contract / Agreement. If it is found that the security personnel are involved either due to negligence / connivance, the contractor shall compensate the loss to Shimul. The decision of the Managing Director, Shimul l will be final and binding.

XII. FACILITIES :

- a) Shimul will provide the telephone facility to the Security office / section wherever necessary only for the office use of the Union. If mobile phone facility is provided it should be used with in the limits prescribed. Over and above the limit, excess bill amount will be recovered from the security contractor.
- b) Shimul will provide canteen facilities wherever available at the subsidy rates fixed by SHIMUL from time to time to the security personnel who are deployed & are on duty at that time.

XIII. JURISDICTION AND BREACH OF CONTRACT :

1. In the event of any disputes such disputes are to be referred to arbitration under the provision of the Act. The arbitrator will be appointed by the Managing director of SHIMUL. The award granted by the arbitrator shall be final and binding.
2. After awarding the tender the tenderer must obtain the nominal membership from Shimul.
3. Any litigation resulting to the contract shall be subject to the jurisdiction of Court of Shivamogga city only.
4. The contract is not transferable under any circumstances. Any request / representation from the contractor for transfer of Contract shall be treated as inability to perform the contract / breach of contract and the contract shall be treated as cancelled and the performance / security deposit of the contractor shall be forfeited by Shimul.

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5. In the event of breach of any of the fore going terms and conditions, the contract is liable to be cancelled by Shimul and the afore-mentioned performance security in full or in part as decided by Shimul shall be liable for forfeiture. This will be in addition to the right of Shimul to recover the losses / damages for the breach.

XIV. DISPUTES :

In case of any dispute concerning the satisfactory implementation of any of the terms of contract, the decision of the Managing Director, Shimul will be final and binding.

- XV.** The Security Contractor has to furnish Bio-Data of all the security personnel including permanent address, proof of education qualification, photo's & experience etc., at the time of deployment to Shimul

Date :
Place: Shivamogga.

Sign/-
MANAGING DIRECTOR
SHIMUL

I/We agreed for the above terms & conditions of the contract

Date:

// SEAL AND SIGNATURE OF THE TENDERER //

Place:

Name & Address of the Tenderer :-
(In Capital Letters)

Annexure-E

SHIVAMOGGA, DAVANAGERE & CHITRADURGA DISTRICT CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION LTD.,

REQUIREMENT OF PERSONNEL SECURITY SUPERVISOR, HEAD GUARDS, GUARDS AND GUNMAN.

Sl No	Place of Security Personnel required	Security Supervisor	Head Guards	Guards		Gunman	Total
				Gents	Ladies		
A	SHIVAMOGGA DISTRICT						
	1) Shivamogga Main Dairy	01	04	32	01	01	45
	2) Tadagani C.C	-	-	03	-	-	
	3) Anandapuram C.C	-	-	03	-	-	
B	DAVANAGERE DISTRICT						
	1) Davanagere Dairy	01	04	12	-	-	20
	2) Honnali C.C	-	-	03	-	-	
C	CHITHRADURGA DISTRICT						
	1) Chitradurga C.C	-	-	03	-	-	12
	2) Hosadurga C.C	-	-	03	-	-	
	3) B.G.Kere C.C	-	-	03	-	-	
	4) Challakere C.C	-	-	03	-	-	
Total		02	08	65	01	01	77

NOTE:- 1) Total Security Staff on any day should be **77** as mentioned above. However considering the deployment of weekly off reliever in place of the staff on weekly paid holidays. i.e. **4** days in a month. The total Security strength should not be less than **89**. Accordingly deployment of staff, documentation should be carried out.

2. QUALIFICATION OF SECURITY STAFF:

- a) **Security Supervisor:** must have passed minimum Degree and must not have crossed 40 years.
- b) **Security Head Guard:** must have passed minimum P.U.C. and must not have crossed 40 years.
- c) **Security Guard:** must have passed minimum S.S.L.C and should be of age group between **20-40** years. And should have sufficient Security training.
- d) **GUNMAN :** Must be Ex-Servicemen and must have passed Minimum S.S.L.C and must not crossed **40** years. and should have valid gun license.

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- d) All the security personnel must have the reading and writing knowledge of Kannada & English
- e) Shimul reserves the rights to increase or decrease the number of personnel as required at the same rate.

Sign/-
MANAGING DIRECTOR
SHIMUL

Date:

I/We have noted the schedule of requirement of Security Personnel.

// SEAL AND SIGNATURE OF THE TENDERER //