

THE DISTRICT CO-OPERATIVE CENTRAL BANK LTD

Door.No.46-1-C, Budhawarpeta , Opp: Govt. Regional Eye Hospital KURNOOL – 518 002

E.Mail : ceo.krnl@kurnooldccb.com Fax No.08518-255510 Telephone No.(STD CODE No:08518) 255342,255730.649414 ని ఇల్ల సహార కేంద్ర ల్వాంకు వి.

ఇంది.నెం. 46⊣-సి, బధవార పేట, ప్రభుత్వ కంటే హాస్కటల్ ఎదురుగా కర్యూలు − 5/0 002

Date: 21.02.2025

TENDER NOTIFICATION

FOR SUPPLY OF SECURITY (ARMED/UNARMED), DRIVERS AND HOUSE KEEPINGON CONTRACTUAL BASIS FOR NANDYAL DISTRICT

Sealed tenders (Two bid method) are invited by the undersigned from Experienced & Professionally competent outsourcing man power supply services having valid licenses and requisite credentials for the man power services in sealed covers. The Tender Application can be obtained from the KDCC Bank, Head Office and file sealed tenders as per following schedule

01	Starting date for accepting tenders	24/02/2025@10.00AM
02	Last date of Filing of tenders	05/03/2025 @4.00PM
03	Opening of technical bid	<mark>06/03/2025 @10.30AM</mark>
04	Opening of financial bid	06/03/2025 @3.30PM

The cost of tender will be *Rs. 2,000/- (Rupees: Two thousand only) (Non-Refundable)* Demand Draft/bankers cheque should be drawn in favour of Chief Executive Officer, KDCC Bank Ltd.

Description of work: To ensure and be responsible for providing skilled/ unskilled manpower to premises comprising of 16 Branches within Nandyal District.

Each bidder shall enclose a Demand Draft *of Rs.1,00,000/- (Rupees: one lakh Only)* drawn in favour of Chief Executive Officer, KDCC Bank Ltd., payable at Kurnool as *EMD* for the above Outsourcing services and the same will be refunded to the unsuccessful tenderers within a reasonable time after finalization of the contract.

KDCC Bank reserves the right to reject any or all the tenders without assigning any reasons.

Chief Executive Officer (I/c)

GENERAL:-

The present tender is being invited for **security (armed/unarmed)**, **drivers and housekeeping** under which the contractor shall provide personnel to safeguard bank properties (i.e., building, equipment, men, furniture and materials of our bank head office and 16 branches within Nandyal district.

ELIGIBILITY CRITERIA AND CREDENTIALS OF PRIVATE SECURITY AGENCY (PSA)

- 1. The agency should in business for last three years whereas the agency providing Housekeeping/unarmed guards should be in business for at least **03** years.
- 2. The agency should have a minimum turnover of Rs. 2.00 crores in the business of man power supply in the last financial year.
- 3. The agency should have effective infrastructure for training of guards.
- 4. The agency should produce Solvency Certificate for Rs. 10.00 lakhs.
- 5. It should have a credible supervisory infrastructure and network.
- 6. Income tax clearance certificate (latest with last three years) and pan number / Audited (latest with last three years) Balance Sheet.
- 7. It should have certificate from EPF organization under EPF and miscellaneous provisions act 1952 (latest).
- 8. It should be registered with the govt. under contract labour act (Regulations & Abolition) 1970.
- 9. It should have registration with appropriate authorities for service tax (GST).
- 10. Agencies registered under Indian registration act 1908 / Indian partnership act 1932 / companies act 1956, and provincial acts of Andhra Pradesh/ Telangana/residue Andhra Pradesh providing similar kind of services for at least last three consecutive years
- 11. The agency should be registered under private security agency (regulations) act 2005 (PSARA Act).
- 12. The agency should have valid license issued by the state govt. to operate a security agency in the state.
- 13. Registered with ESI corporation.
- 14. List of clients with addresses with reference contact person and phone number be provided.

- 15. The bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid. the bidder shall submit full details of agency / firm or, if the bidder is a proprietorship/partnership or a private limited company, full details of ownership and name of the directors.
- 16. The bidder should submit EPFO registration no. and also copies of remittance of PF for the last 06 months, the bidder should also submit an undertaking that the firm is complying EPFO rules and has not been penalized at any point of time. it will be verified by the bank if necessary. Bidder must submit copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.
- 17. The bidder should also submit that they have not been charge sheeted and imposed any type of penalty and award punishment by regulatory authority at any point of time.

18. The agency should belong to AP.

- 19. The agency shall be able to provide outsourcing manpower services at head office, and 16 branches within Nandyal district.
- 20. "No near relative" of the bidder firm/company be working/employed in DCCB.
- 21. Any firm/company registered in the same address/operating in the same premises as that of blacklisted or debarred company, will not be eligible and the bid will be rejected.

Tender Documents:

Contents of Tender Documents.

The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Outsourcing services /Work Contract Services.

The Tender document comprise of:

- Notice of Invitation of Tender
- Terms &conditions
- Scope of Work (Annexure –I)
- Location and requirement of Outsourcing services /work contract personnel (Annexure-IA)
- Tender form
- Technical Bid (Annexure-III)
- Undertaking (Annexure-IV)
- Price/Financial Bid (Annexure-V)

The bidder is expected to examine all Instructions, Terms and Conditions in the Tender document. Failure to furnish all information in required by the tender document or submission of a tender not substantially responsive to the Tender document in every respect will beat the bidder's risk and may result in rejection of bid.

The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

Annexure - I

SCOPE OF SERVICES, TERMS AND CONDITIONS & PROCEDURE FOR SUBMISSION OF MONTHLY BILL TO BIDDER/TENDERER

The Bidder/ Tenderer shall be required to provide <u>SECURITY SERVICES</u>, <u>DRIVERS and HOUSE KEEPING</u>. Services on 'Contract Basis' for <u>initial period of One year from the date of commencement of work on the rates quoted in the Financial Bid with a provision to extend the contract for a further period of One year on the same terms and conditions on providing satisfactory and efficient Outsourcing services. The rate of "Service Charges" quoted by the Bidder/Tenderer in their Financial Bid shall remain fixed during the tenure of the Contract for initial period of One years and no revision in rates will be permitted during the tenure of contract for initial period of One year.</u>

The Bidder/Tenderer shall be required to provide man power supply Services at the locations as furnished in below-mentioned Table.

Annexure - I A

Sl. No.	Bank / Branch	House Keeping	Security Guards	Drivers	Gunman
1	Allagadda	1	1		
2	Atmakur	1	1		
3	Banaganapalli	2	1		
4	Bethamcherla	1	1		
5	Dhone	3	1		
6	Eddupenta	1	0		
7	Koilakuntla	4	1		
8	Nandikotkur	2	1		
9	Nandyal	6	2		
10	Nandyal (RO)	1			
11	Nereducherla	1	1		
12	Noonepalli	3	1		
13	Owk	1	1		
14	Panyam	2	2		
15	Sirivella	2	1		
16	Uppalapadu	1	1		
17	Velugodu	4	2		

* Based on the work load, the above manpower is required. However, it is only illustrative, the actual requirement may be varied from time to time in different places within the district of Nandyal.

INSTRUCTIONS FOR BIDDERS/TENDERERS

- 1. The Tenders/Bids should be valid for a period of at least two months from the date of opening of Technical Bid of tender.
- 2. The duration of the Contract will be for an **initial period of One year from the** date of commencement of work after award of contract on the rate of "Service Charges" quoted by Tenderer/Bidder in their Financial Bid with a provision to extend the contract for a further period of one year on the same terms and conditions on providing satisfactory and efficient Outsourcing services.
- 3. The Tenders are invited on **Two Bid System i.e., Technical Bid and Financial Bid.** The Bidder/Tenderer is required to put Technical Bid in sealed Envelope No. 1 along with documents and Financial Bid in sealed Envelope No. 2. The Bidder/Tenderer is required to clearly indicate on these sealed envelopes their name, address and contact details.
- 4. Both the sealed envelopes super scribed as Envelope No. 1 "Technical Bid" and Envelope No. 2 "Financial Bid" should be kept in a big Envelope No. 3. This sealed Envelope No. 3 super scribed as "TENDER FORPROVIDING HOUSEKEEPING, DRIVERS AND SECURITY SERVICES ONCONTRACT BASIS" and addressed to The Chief Executive Officer, KDCC Bank Ltd., Kurnool.
- 5. The Tenderer/ Bidder has to submit Earnest Money Deposit of Rs.1,00,000/-(Rupees one Lakh Only) through Demand Draft only (payment through cheque/DD) in favor of "KDCC BANK LTD., payable at Kurnool along with the Technical Bid.
- **6.** Tenders without the Earnest Money Deposit will be deemed rejected. At the back of the Demand Draft, the name of the Bidder/Tenderer should be mentioned.
- **7.** Tenders received without tender/Application cost & prescribed Earnest Money shall not be considered deemed to have been rejected.
- **8.** The Earnest Money shall be forfeited if
 - (i) The Bidder / Tenderer withdraws his Tender during the Validity Period of Tender.
 - (ii) The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender Document during the tenure of the contract.
 - (iii) The Successful Bidder/Tenderer fails to comply with the rules and regulations set forth by Government such as PF, ESI, Minimum Wages/ wages as per G.O.Ms.No. 7 Finance (HR.I-Plg. & Policy) Department Dt:17.01.2022 and other statutory requirements.
- **9.** Earnest Money Deposit of unsuccessful Tenderer / Bidders will be refunded within 15 days from the date of opening of tenders except of the qualified bidder.
- **10.** All the copies of the documents mentioned in the Eligibility Criteria, Technical Bid, Annexures and other necessary documents are required to be attached with the "Technical Bid" to be eligible for opening of "Financial Bid."
- 11. Unsealed tenders will not be accepted. The tender received in any manner other than prescribed in the Tender Document shall be summarily rejected. Any tender received after the scheduled date and time shall not be considered. The Bank will not accept any responsibility for the tender lost in transit or delivered elsewhere.
- **12.** The decision of The Chief Executive Officer, KDCC Bank in this regard shall be final and binding on the Bidders/Tenderers including notification of Tender.

13. Award of Contract: -

- > The Bank will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- > The Bank will communicate the successful bidder confirmed that bid has been accepted. (Hereinafter and in the condition of contract called the "Letter of Award")
- The successful bidder shall be required to furnish a Performance Security in the form of Security Deposit within 15 days for an amount of Rs.5.00Lakhs.

14. SECURITYDEPOSIT

- The successful bidder can also apportion the Earnest Money towards the security deposit subject to payment of the balance amount. The Performance Security / Security Deposit shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security will be decided later.
- Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the termination of the award and forfeiture of EMD.
- ➤ A Demand Draft of **Rs 1,00,000/-** (*Rupees: one lakh only*) is required to be deposited as Earnest Money Deposit in favor of *KDCC Bank, Kurnool.* The Earnest Money Deposit of the successful Tender shall be liable to be forfeited if he does not fulfill any of the following conditions:
 - An Agreement to be signed by the agency in the prescribed form with in 10 (Ten) days of the receipt of letter awarding the contract and deposit of Rs.5,00,000/- (Rupees five Lakhs only) as Performance Security Deposit.
 - iv) The Services shall be commenced within 10 (Ten) days of the receipt of the letter awarding the contract or as decided by the Bank.
- ➤ KDCCB will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, KDCCB reserves the right to forfeit Earnest Money /Security Deposit.
- Earnest Money deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
- ➤ The performance security should remain valid for a period of One year beyond the date of completion of all the contractual obligations of the supplier.
- ➤ The Security Deposit shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.

- > Security Deposit will be refundable only after full payment of employee wages including EPF, ESI etc. and full settlement of final bill for the works contracted/executed under the contract.
- ➤ Security Deposit that is due for refund to the Contractor and remain unclaimed for One year after its refund becomes admissible (for instance, after the contractor fulfills his contract) shall be dealt with in accordance with the provisions contained in the rules of the KDCCB.

GENERAL TERMS AND CONDITIONS:

- The requirement of Security guards, Drivers, Gunmen and Housekeeping is given annexure IA; however, their requirement may vary from time to time. The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the Bank
- The Contractor will maintain an attendance register in which day to day deployment of
 personnel will be entered. While raising the bill, the deployment particulars of the
 personnel engaged during each month, shift wise, should be shown. The register
 shall remain available round the clock for inspection by the authorized representatives
 of the Bank.
- All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- Adequate supervision will be provided to ensure correct & effective performance of
 the security services in accordance with the prevailing assignment instructions agreed
 upon between the two parties. The security personnel shall ensure that there is no
 unidentified/unclaimed/suspicious objects/person in the buildings/premises. The
 vehicles that enter into the premises must be identified, noted in the register and
 parked at designated places.
- The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
- That in the event of any loss occasioned to the bank, as a result of any lapse on the part
 of the contractor as may be established after an enquiry conducted by the BANK, such
 loss will be made good from the amount payable to the tenderer. The decision of the
 Bank in this regard will be final and binding on the Contractor.
- The contractor shall do and perform all such Security services, acts, matters and things
 connected with the administration, superintendence and conduct of the arrangements
 as per the directions enumerated herein and in accordance with such directions, which
 the bank may issue from time to time and which have been mutually agreed upon
 between the two parties.
- The Bank shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the bank.

- The contractor shall be responsible to protect all properties, furniture and equipment of the bank entrusted to it.
- The personnel engaged by the contractor shall be **smartly dressed in neat and clean uniform and are required to display photo identity cards**, failing which it will invite a penalty as decided by the Bank. The penalty on this account shall be deducted from the Contractor's bills.
- The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with customers, visitors, officials and non-officials. The Bank shall have right to have any person removed in case the security/ Housekeeping personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- In case of security personnel, the **eight hours** shift will normally commence from 06.00 hrs. to 14.00 hrs. 14.00 hrs. to 22.00 hrs. and 22.00 hrs. to 06.00 hrs. But the timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Bank for double duty, if any. In case of housekeeping personnel from 9.30 hrs. to 5.30 hrs.
- The security personnel deployed by the Contractor shall work under overall supervision & direction of the Bank administration. The Bank administration shall specify the services of guards to be obtained in each shift.
- The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the officers of the Bank and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

a) <u>Contractor shall pay their entitled wages on the last day of the month. It shall not be linked to the payment of the bill.</u>

- **b)** Payment to such workers must be made by the service providers through bank. To ensure this, service providers will get a Bank account opened in our Bank for every engaged worker.
- c) The contractor should ensure that workers get their entitled wages as per Labor Act.
- **d)** While submitting the bill for the next month, the services provider must file a certificate certifying the following
 - I. Wages of workers were credited to their Bank accounts on(date).
 - II. ESI Contribution relating to workers amounting to Rs. was deposited on (date) (copy of the challan enclosed).
- III. EPF contribution relating to workers amounting to Rs. was deposited on (date) (copy of the challan enclosed).
- IV. Contractor is complying with all statutory Labor Laws including Minimum Wage Act.
- Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.

- The Bank will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
- In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to (double) the wages of number of guards/supervisors absent on that particular day shall be levied by the Bank and the same shall be deducted from the contractor's bills.
- In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point for shift be deducted from the contractor's bill.
- In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel and is assessed as true by Bank administration, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Bank immediately.
- In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below: -
- 1% of annual cost of order/agreement per week, up to four weeks' delay.
- After four weeks delay the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
- The contractor shall ensure that its personnel do not, at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the BANK and shall not disclose any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.
- In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.
- Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

- Contractor shall under any circumstances be treated or deemed to be as "Employee" of KDCCB and KDCCB shall not have or be asked to or expected to accept or accepted any responsibility or liabilities as an "Employer" to any of the employees of the contractor for the reason of making any payment continuously or extending any facility under this contract. The workers supplied by the Contractor shall not be treated as KDCCB employees at any point of time and they do not accrue any right over the First Part for any purpose.
- The persons supplied by the Agency should not have any Police records/Criminal cases against them. The contractor should make adequate enquires about the character and antecedents of the workers before their deployment through local police, collecting proofs of residence, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The Agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness and shall withdraw such employees who are not found suitable by the office for any reason immediately on receipt of such request.
- If it will find that the Contractor or **his workers** will be influenced by any political parties or with any other outside agencies, the contract will be terminated automatically and the Contractor will be black listed in KDCCB, Kurnool.
- They are not entitled for further participation in the KDCCB.
- The work executed shall be to the satisfaction of the KDCCB.
- The contractor shall ensure that either he himself or his representative is available for proper Administration and supervision at the works.
- The decision of The Chief Executive Officer, KDCCB in any matter relating to this contract shall be final.
- The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
- The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the BANK, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).
- The contractor shall indemnify and hold the BANK harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

- The contractor shall provide satisfactory proof of age of the Security Guards before
 their deployment in the Bank The security agency shall not employ any person
 below the age of 18 yrs. and above the age of 60 yrs. Manpower so engaged should
 be trained for providing security services and fire-fighting services.
- The bidder shall get all housekeeping, drivers and guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Bank will be at liberty to get anybody reexamining in case of any doubt. Only physically fit personnel shall be deployed for duty.
- Housekeeping, drivers and Security staff engaged by the contractor shall not take part in any staff union and association activities.
- The contractor shall bear all the expenses incurred on the following items i.e. Provision
 of torches and cells, lathis/ballams and other implements to security staff, stationary
 for writing duty charts and registers at security check points and records keeping as
 per requirements.
- The Bank shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.
- If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.
- If any underpayment is discovered, the amount shall be duly paid to the agency by the Bank.
- The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when-ever required by the BANK etc.
- The bidder will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
- The bidder should have its own supervisory and quick response team in District Head quarter to deal with emergent situations.
- The Agency shall not, directly or indirectly, use the Bank's name, logo, or affiliation to solicit or collect any amount or payments from any person or entity, under the pretext of providing employment or any other services. The Agency shall not engage in any activity that may be perceived as exploiting or misleading individuals, and shall not make any false or misleading representations about its relationship with the Bank.

Any breach of this clause shall be considered a material breach of this Agreement, and shall entitle the Bank to terminate this Agreement forthwith, without notice, and without prejudice to any other rights or remedies available to the Bank."

15. TAXES AND DUTIES

The payment shall be released on monthly basis after satisfactory completion of the job and for the work actually done on submission of two copies of original bills by the contractor. The bills should be accompanied by same certificate as KDCCB may prescribe from time to time. Income Tax (TDS) as applicable at prevailing rate will be deducted at source. Payments are required to be made within 30 days of the submission of any bill. However, in the event there is any query, objection or dispute with regard to any bill or a part there of, the contractor shall not be entitled to any interest to be paid for late payment till such time that the query, objection or dispute is resolved.

The contractor will be entitled for payment of amount as agreed by KDCCB per month after deducting TDS as per the existing rates including the cost of men and material for performance of the duties mentioned in this contract of one year beginning from the date of awarding the service contract.

16. PRICE ESCALATION

The KDCCB shall not be responsible for any escalation in prices of labour or materials, what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase. However, during the period of contract, as and when the minimum wages for AP state/ are revised by the labour commissioner, then the rates payable for each category of manpower shall be revised to the new minimum wages. However, the wages paid to the personnel shall not be less than the wages prescribed as per G.O.Ms.No. 7 Finance (HR.I-Plg. & Policy) Department Dt:17.01.2022

17. Insurance

In case of any accident to the personnel employed by the agency during the 24 Hours, the agency alone is liable to pay workmen's compensation and any other statutory dues or payments and the KDCCB is not liable for any payment of such kind.

18. INSOLVENCY OR DEATH OFCONTRACTOR

In the event of the Contractor being adjudged insolvent or un sound mind or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified the CEO,KDCCB shall have the power to terminate the contract without prior notice.

Contractor's heirs/representatives shall, without the consent in writing of the CEO, KDCCB have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons

or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the CEO, KDCCB, in writing.

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the CEO, KDCCB shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

19. VALIDITY PERIOD OFRATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement and during extension if any, after finalization of tender for all work order without any change.

The agreement will be valid for a period of one year subject to renewal for one more year on mutually agreed terms and conditions from the date on which the contractor starts the operation of Security Services and the same shall be communicated through a letter by KDCCB.

20. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event.

21. SUB-CONTRACTS

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

22. OBLIGATIONS OF THECONTRACTOR:

The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as Labour laws etc.

23. Dispute Resolution

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by Bank
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Vijayawada only.

24. LABOUR RECORDS

The Contractor shall, keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of CEO, KDCCB and further shall furnish such other information / document.

The contactor shall maintain a Register of Persons employed on work on contract in form and same shall be submitted along with monthly bills to be submitted by contractor.

The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract.

The contractor shall maintain a Wage Register in respect of all work men employed by him on the work under contract.

The contractor shall maintain a register of Overtime.

25. CANCELLATION / TERMINATION OF CONTRACT OR PARTTHEREO

The CEO, KDCCB may, at any time, at his option to cancel and terminate this contract by issuing one month prior notice for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

On termination of the agreement, the contractor will hand over all the equipment's / articles as supplied by the KDCCB in good working condition back to KDCCB.

26. JURISIDICTION OF COURT

The courts at Kurnool shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

ANNEXURE-II

TENDER FORM FOR PROVIDING OUTSOURCING SERVICES

Names, address of firm/Agency/	
Company and Telephone Numbers.	
Registration No.	
Name, Designation, Address and	
Telephone No. of authorized person.	
Tenderer is sole proprietor/ Partnership	
firm/Private or Limited Company.	
Name, Address and Telephone No. of	
Directors/partners	
PAN number (please enclose copy)	
Provident Fund Account No. (please	
enclose copy)	
ESI Code Number (please enclose	
copy)	
PSARA Certificate	
GST Registration Certificate	
S	
vm D	<u> </u>
IT Returns of past three years	
License number under Contract Labour	
(R&A) Act1970, of the employer for whom	
the Security Agency is currently	
undertaking the work (please	
enclose copy)	
Details of Bid Security/Earnest Money	
deposit:	
(a) Amount	
(b) D D/P O/Banker Cheque No.	
(c) Date and Name of issuing Bank:	
Any other information:	

Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) Name and Address (With seal)

ANNEXURE-III

Checklist for Technical Evaluation

Sl. No	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Lakhs) for the last financial year duly certified by the Statutory Auditors.		
2.	Manpower on roll		
	a. Security Guards		
	b. Armed security Guards		
	c. Housekeeping		
	d. Drivers		
3.	Of the above, No. of Supervisory staff and trained		
	Civilian/Ex- Servicemen on roll. a. Ex-Servicemen Guards		
	b. Security Guards c. Supervisory Staff		
4.	Experience of running Outsourcing services (in years)		
5.	Training center address if established		
6	Name of the head of training institute and phone number		
7	No. of trainers and their details including their experience.		
8	Details of current contracts with particular reference to A. Banks/ financial institutions		
	B. MNCs/ PSU other than banks		
	C. Large size commercial establishments		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

Signature of the Bidder (Name and Address of the Bidder) Telephone No.

ANNEXURE-IV

UNDERTAKING

(To be typed on a Letter Head of the Security Agency)

To The Chief Executive Officer, KDCC Bank Ltd., Kurnool.

Sir,

Subject: SECURITY SERVICES, DRIVERS AND HOUSEKEEPING ON CONTRACTUAL BASIS

I/We hereby agree to abide by all terms and conditions laid down in tender document. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.

I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

I/We shall provide Housekeeping, Drivers and security services through civil Security Guards, Gunmen, and Security supervisors.

I/We do hereby undertake that complete security of the Bank shall be ensured by our Security Agency, as well as any other assignment considered by the Bank administration.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.

ANNEXURE -V PRICE BID

TENDER FOR SECURITY SERVICES, DRIVERS, HOUSEKEEPING ON CONTRACTUAL BASIS

(TO BE PUT IN A SEPARATE SEALED ENVELOPE)

PRICE BID FOR PROVIDING

Sl. No.	Particulars	Gunman	Security Guards	Housekeeping	Drivers
1.	Cost Per Head with break up as per legal provisions				
2.	Service Charges				
3.	Total				
4.	Service Tax				
5.	Other charges, if any				
	Grand total				

S.No	Category	No. of persons	Month Wage	Amount (Rs.)
1	Gunman			
2	Security Guards (08 Hrs)			
3	Housekeeping (08 Hrs)			
4	Drivers			
	Total			
	GST % on Rs.			
	GST (CGST + SGST) @ on Rs.			
			Total	

(Signature of the Bidder) Name and Address of the Bidder

Dated:	-
Place:	