

कलाक्षेत्र प्रतिष्ठान

KALAKSHETRA FOUNDATION

THIRUVANMIYUR, CHENNAI- 600 041 PH- 044- 24524057 / 0836

NOTICE INVITING TENDER

ENQ.NO-23/2018-2019/EM Dt-12.11.2018

TENDER DOCUMENT FOR

“SECURITY SERVICES ON CONTRACT BASIS”

AT KALAKSHETRA FOUNDATION,

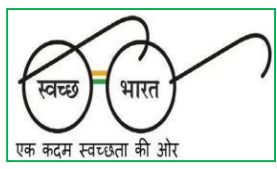
THIRUVANMIYUR

CHENNAI – 600041

PH- 044 – 24524057 / 0836

E-Mail: tender@kalakshetra.in

Website: www.kalakshetra.in



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1. Kalakshetra Foundation, an Autonomous Body under Ministry of Culture, Govt. of India, invites sealed tender in two bid system, in the enclosed format from security service providers/agencies **for providing Security Services for engaging 51 security personnel (48 Security Guards + 3 Head Security Guards) (without arms)** to Kalakshetra Foundation, Thiruvanmiyur, Chennai- 41. All the Head Security Guards engaged should be ex-servicemen and atleast 1/3rd of Security Guards engaged should be ex-service men.

2. The sealed tender along with proof of certificate/documents, GST. No, PAN NO, REGN.NO should reach the Director, Kalakshetra Foundation, Thiruvanmiyur, Chennai- 41, on or before **04/12/2018** up to **1.00 p.m.** by post or by hand delivery. Late/delayed tenders received, due to any reason whatsoever will not be accepted under any circumstances.

3. In case bidders need any clarification they should seek the same only through email at tender@kalakshetra.in

1.	Name of the work	“PROVIDING SECURITY SERVICES AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41.”
2.	NIT No	ENQ.NO-23/2018-2019/EM/Dt-12.11.2018



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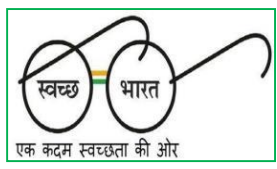
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3.	Tender documents	The tender documents are to be downloaded from the Foundation's website at www.kalakshetra.in or www.eprocure.gov.in from 14.11.2018, 10 PM onwards. If there is any difficulty in downloading the documents, same can be collected from the Foundation's Office free of cost on any working day between 10 AM to 5 PM till 03.12.2018, 5 PM.
4.	Pre-bid meeting if required	26.11.2018 at 3 PM (the meeting will be held only if required). Queries if any should be e-mailed in advance to tender@kalakshetra.in so that the Foundation is ready with clarifications to furnish at the pre-bid meeting.
5.	Last date and time for receipt of completed Tenders	04.12.2018 up to 01.00PM
6.	Date and Time of Opening of Only Part I (Technical Bid)	04.12.2018 at 03.00PM
7.	Amount of Earnest Money Deposit (EMD)	Rs.5,00,000-00(five lakh only)

Kalakshetra Foundation reserves the right to accept or reject, wholly or partly, any or all the tenders without assigning any reason whatsoever. The Foundation's decision in this regard will be final and binding on all tenderers.

This issues with the approval of Director, Kalakshetra Foundation.

For KALAKSHETRA FOUNDATION



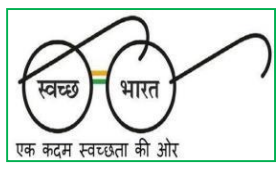
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(I) INSTRUCTION TO TENDERERS

1. Submission of tender: Tender should be submitted in two bid system. *Annexure – I is technical bid & Annexure –II is price bid.*
2. Annexure – I i.e. technical bid should consist of all the technical details including their previous experience, nature of work carried out, number of trained human resources for each work etc.
3. Annexure-II i.e. price bid should contain only the price.
4. Earnest Money Deposit (EMD): EMD of Rs.5,00,000-00(Rupees five lakh only) is a must and should be submitted along with the tender/bid. The EMD is to be furnished in the form of Account Payee Demand Draft/ Fixed Deposit Receipt /Banker's cheque (should not be confused with personal cheque)/ Bank Guarantee from any of the schedule Bank/ Nationalised Bank drawn in favour of KALAKSHETRA FOUNDATION payable at Chennai. In case of entities exempted from EMD, certificate should be furnished. EMD in any other form will not be accepted. In respect of the successful bidder, EMD will be returned on receipt of Performance Security. EMD submitted by other bidders will be returned within 30 days after the award of contract.
5. Tenders received without valid EMD will be automatically rejected. EMD should be kept in a separate sealed cover super-scribed as "EMD – for providing of security services".
6. Envelopes: Three envelopes shall be furnished as under—
 - (i) First cover for EMD for the required amount or exemption certificate as the case may be and should be super scribed as "Providing of security services to KALAKSHETRA FOUNDATION- EMD".



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(ii) The second cover shall be Annexure-I of the bid i.e. technical bid duly signed and sealed and the cover should be super scribed as “Providing of security services to KALAKSHETRA FOUNDATION’ Annexure-I (Technical)”

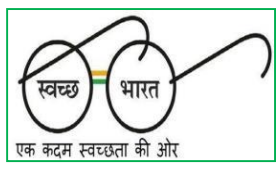
(iii) The third cover shall be the price bid i.e. Annexure-II duly signed and sealed and the cover should be super scribed as “Providing of security services to KALAKSHETRA FOUNDATION’ Annexure-II (price bid)”.

7. All the three covers should be kept in a big single cover and should be properly sealed and super-scribed as ‘Providing of security services to KALAKSHETRA FOUNDATION’.

8. Tenderer should read the ‘General Terms and Conditions’ of the KALAKSHETRA FOUNDATION annexed hereto and give their acceptance. The tenderer at his discretion may visit the KALAKSHETRA FOUNDATION on any working day between 10.00 hours and 17.00 hours to assess the nature and quantum of work before tendering.

9. The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

10. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.



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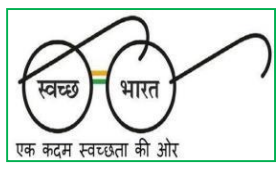
11. Failure to fulfil any of the conditions laid down renders the tender invalid.

(II) The eligibility conditions to participate in the tender:-

Annexure-I - TECHNICAL DETAILS

Technical Details should be provided in the prescribed format i.e. Annexure-I which should inter-alia contain the following:

- (a) The tenderer should be a registered contractor having a valid license under 'The Contract Labour (Regulation and Abolition) Act' and should furnish the proof of relevant experience i.e. providing Security services in Government, Public Sector Undertaking, Autonomous Bodies and educational institutions.
- (b) The tenderer should be possessing / holding a valid license issued under the Private Security Agencies (Regulations) Act 2005 valid for Tamil Nadu State and issued in terms of Tamil Nadu Private Security Agencies Rules 2008.
- (c) The tenderer should have all the necessary legal / statutory approvals to run security business in the State of Tamilnadu including licenses from and registration with the appropriate authorities, and all facilities and infrastructure, as prescribed under the relevant rules and regulations applicable to the business of providing security services.
- (d) The tenderer should possess valid GST Registration Number, Provident



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Fund Registration Number, ESI Registration Number, License/Regn. number and details of the firm have to be indicated along with a certified copy.

(e) The tenderer should also be having on their wage roll minimum 400 security guards as on 01.04.2018 (Proof to be enclosed)

(f) The Annual Turnover of the firm should not be less than Rs.10 crore per annum during the last three financial years (copy of the audited reports should be enclosed). The last three financial years are 2015-16, 2016-17 and 2017-18.

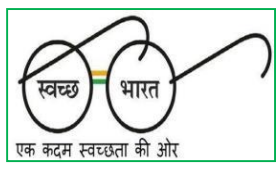
(g) Experience: The tenderer should have experience of having executed/completed similar works during the last 7 years in Government, Public Sector Undertaking, Autonomous Bodies and big educational institutions. Experience in other institutions will not be considered.

Note: "Similar work" means supply/providing security services.

(h) The tenderer should have its Head/ Zonal/ Regional/Branch Office in Chennai with suitable training facilities for security personnel.

(i) The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

Note: Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.



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(j) An affidavit, in original, duly certified by a Notary that the firm or none of Partners of the firm or sole proprietor or Company as the case may be, has never been blacklisted and the name of the firm or company has not been changed.

(k) An affidavit, in original, duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been convicted by any Hon'ble Court.

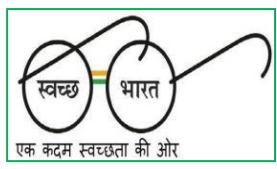
(l) All the pages of tender document should be signed & sealed by the authorized signatories.

(m) The tenderer shall submit the information sought in the format enclosed as Annexure-I as part of Technical bid along with the General Terms & conditions (duly signed).

(n) All the copies of mandatory documents, except affidavits mentioned above, submitted by the tenderer should be self attested by the contractor. The affidavits mentioned in above should be attested by a Notary Public. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.

(o) In addition to the above eligibility criteria, the applicant should follow all instructions and satisfy all other terms and conditions of appointment which is stipulated in this tender.

Conditions to be fulfilled for security guards engaged



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(p) The security personnel should have good health & physique with good eye sight and hearing. The security guards should be in the age group of 35-58 years, with minimum qualification of 10th std. They should have been trained in operating firefighting equipment and all related security equipment. They should be able to speak in Tamil. There will be a preliminary screening of the guards by our officials before deploying their services in our campus.

(q) The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.

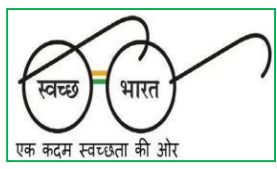
(r) The workers should maintain highest discipline, courteous and behave politely with the faculty, staff, students and guests. At the same time they should be firm in performing their duties. They should not argue with anyone and if any visitor misbehaves the same should be brought to the notice of the Foundation. They should be physically fit and alert all the time while on duty.

(s) To be always in uniform with proper Identity Card to be provided by the Service Provider along with individual identity card, should carry a whistle, torch and a lathi and the movement of the security guards must be arranged in such a way that no part of the building remain unnoticed/unattended.

(t) The workers must be provided with uniform, shoes and other materials for safety etc. by the contractor from out of his service charges. The quality of dress material and shoes should be approved by Kalakshetra Foundation.

(u) The tenderer should guarantee that the workers provided by him maintain personal hygiene and behave politely and amenable to discipline.

(v) If in the opinion of the KALAKSHETRA FOUNDATION, the performance



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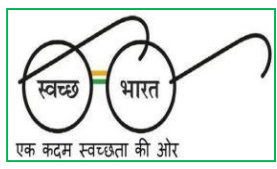
of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately within 48 hours.

Annexure - II PRICE-BID

- (a) Price bid should be in the format enclosed with tender at Annexure-II. Conditional offer will render the tender/bid automatically invalid.
- (b) The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- (c) The tenderer should ensure that the amount is written in such a way that interpolation is not possible. No blank space should be left.
- (d) Failure to fulfil any of the conditions given above shall render the tender liable for rejection.

(III) Evaluation of tender:-

- (a) Prequalification will be based on Annexure – I technical bid submitted by bidders. In the first instance only the Annexure – I technical bid will be opened by Kalakshetra.
- (b) Price bid *Annexure* –II of only those tenderers who satisfy all the eligibility criteria laid down in this notification will be opened, at a later date



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and time, to be informed by the KF. In case any information or document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise. KF will communicate to the successful bidder by letter sent through Courier/Registered Post/E-mail informing acceptance of his bid.

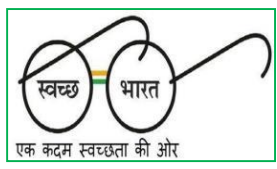
(c) Evaluation of tender: Price bid *Annexure –II*. The prime evaluation criterion is based on the **Service charges** quoted by the bidders. Whoever is quoting less service charge will be selected. In case two or more tenders quote equal service charge, work will be awarded to the contractor who has executed contracts of higher values and more experienced based on the certificates of experience submitted along with tender papers. Two or more companies have quoted the same service charge the evaluation criterion will be as follows:

(i) Cumulative turnover of the company for the last three years: 1 mark per ten crore of turnover (2015-16, 2016-17 & 2017-18). For example if the cumulative turnover of the firm for the aforementioned three financial years is 50 crores, it will be awarded 5 marks.

(ii) No. of employees they have outsourced as on 31st March 2018: 1 mark per 100 employees. If the total security personnel on their rolls is 500, it will be awarded 5 marks.

(iii) No. of years of experience in the field: 1 mark per year.

(iv) Office at Chennai: 1 mark; Office not at Chennai: Zero mark.



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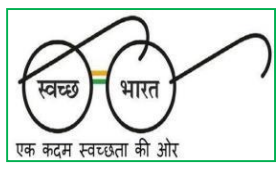
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The Director, Kalakshetra Foundation reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not bind herself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.kalakshetra.in

(IV) SCOPE OF WORK:

- a) The scope of work is to supply qualified and suitable security personnel for round the clock watch and ward in KALAKSHETRA FOUNDATION. The persons to be provided should be acceptable to the Foundation and meet the requirements of concerned Departments. The number of employees may be increased or reduced during the validity tenure of the contract and accordingly the payment will be varied proportionately.
- b) The Foundation has a requirement of 14 security guards and 1 head security guards per eight hour shift for three shifts in a day (accordingly the total number of guards will be 45 per day and six guards for relieving shifts) and this number may be increased / reduced from time to time as per our requirement. The successful bidder shall be responsible for providing 14 security guards and 1 head security guards per eight hour shift for three shifts in a day. No Security Guard should be allowed to perform duty for more than six days a week. At the same time, it should be ensured that 15 personnel are on duty all the time. The additional six Security Guards allowed to be engaged are to provide reliever duties on rotation basis. The



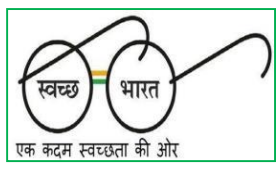
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tenderer should also be able to provide additional security guards at short notice as and when required on same terms and conditions. **All the Head Security Guards engaged should be ex-servicemen and atleast 1/3rd of Security Guards engaged should be ex-service men.**

- c) The contractor's workers will be present in the premises and carry out duty for entire eight hours of a shift excluding lunch recess, in shifts / staggered duties as assigned by The Foundation.
- d) The scope of work shall cover daily operation work in various units / departments of Kalakshetra as directed from time to time by the concerned supervisory officials.
- e) To be present on time as per allotted schedule. The outgoing guard / care taker will relinquish his duties only after arrival of next shift guard.
- f) Safeguarding Kalakshetra Foundation property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles etc. parked inside the premises / compound; preventing unauthorized persons, vehicles, animals etc., from entering the premises; preventing even employees from entering office premises during night hours without specific permission of the unit head/ Central Office / without identity card / permission letter;
- g) Taking charge of personal property found in the KF premises and handing over the same to the Authorised officer.
- h) Safeguarding carefully the pipelines, electrical fittings, drainage and safety installations and taking action against damage, breakdown, leakage or wastage and bringing them to the notice of the superiors for further remedial action;

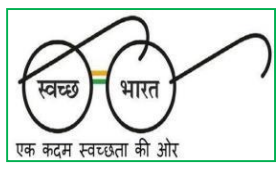


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- i) Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the Admin section.
- j) Performing duties in connection with pumping of water such as operating pumps etc.,
- k) No person will be allowed inside the premises without proper identity and checking; watching entire premises and patrolling frequently during the period of duties.
- l) No person will be allowed to carry any prohibitive items inside the premises;
- m) Carrying out the special orders and instructions given by the superiors, confidentially whenever specifically told to do so.
- n) Closing and opening of the Office daily as per the instructions of superiors.
- o) Checking that all doors, windows, ventilators etc. in the office buildings are properly closed after office hours, locking of the main door at night, checking that the electrical lights and air conditioners and other electrical gadgets are properly switched off, wherever necessary.
- p) Informing to office in case of theft or damage to the property or any untoward incident or unusual occurrence.
- q) Accepting letters, newspapers received during the duty hours and signing for them and handing it over to the in-charge or Inward Mail Receiving Section.

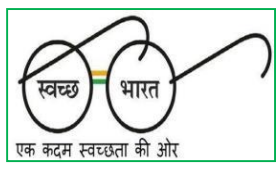


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- r) Taking care of the keys under his custody and handing them over to the relieving guard or to any other authorized persons/s;
- s) Ensuring that no person is inside the premises while locking;
- t) Taking the following precautions against fire during night time:
- To switch off all electrical heaters, air conditioners, coolers, etc.;
 - To switch off gas cylinders, kerosene stoves or other such appliances used in the canteen;
 - To check that no inflammable items such as petrol, kerosene etc., are lying in the premises;
 - To see that no cigarette or beedi ends are left smoldering;
 - To see that all waste papers are removed from the office and stored properly in the room meant for it;
- u) Taking the following action in case of a fire:
- To raise alarm and muster assistance from neighbouring buildings / passers by;
 - To contact immediately KF officers, fire dept. and the police;
 - To try to put out the fire by using the fire extinguishing appliances available;
 - To inform immediately to the Head of the Estates Dept.
- v) Preventing any person whether employee or others – from writing on the walls of the building or compound, pillars, doors or windows of the building, pasting or hanging notices, hand bills, posters, etc., or otherwise disfiguring the office or compound walls.



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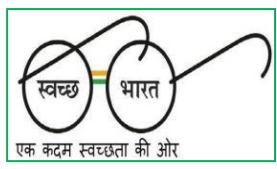
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- w) Observing strictly instructions / orders as would be given from time to time by the authorized Officers.
- x) All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority.
- y) All vehicles will have to be allowed from the main gate only after thorough checking.
- z) Gate Pass (duly signed by the KF Authority) must be insisted upon before allowing any office items to go outside the premises.
- aa) Contract personnel shall undergo medical examination at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for as and when required by the Foundation.

(V) GENERAL INSTRUCTIONS:

1. The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract.
2. The contract will be for a period of one year only from the date of approval of the tender.
3. In case the Contractor fails in fulfilling the obligations fully and in time, the KALAKSHETRA FOUNDATION shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor from including Security Deposit. The Foundation shall have right to recover compensation commensurate with the fault and amount towards damages if any, shall be recovered from the bill.



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The decision of the Foundation on the extent of loss shall be binding and final on the Contractor.

4. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the KALAKSHETRA FOUNDATION from any claims in this regard.

5. The Contractor would be required to send resumes of the candidates having relevant experience and qualification within 15 days (or earlier as the case may be) of sending the requisition.

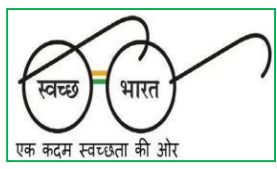
6. The Contractor will facilitate interview of the short listed candidates on a date to be fixed by the Foundation in consultation with the Agency.

7. Based on the performance of the candidates in the interview, suitability, experience and background in relation to the envisaged job requirement, the Foundation will select the candidates and the Contractor will facilitate deputation of such selected candidates to the Foundation within maximum period of 30 days.

8. Alternatively, the Foundation will identify suitable candidates for the required job and request the Contractor for inclusion in their roll.

9. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.

10. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and Security deposit forfeited. The Contractor will have no claims whatsoever on the KALAKSHETRA FOUNDATION. The decision of the Director of the Foundation in this regard shall be final.



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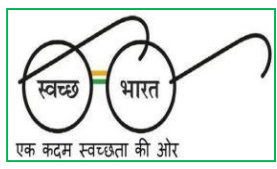
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11. In case it is found that the security personnel did not perform duty properly and it has resulted in theft or any other loss to the Foundation, the Contractor shall remain liable to pay compensation to the Foundation for the loss/ theft as may be determined by the KALAKSHETRA FOUNDATION and this amount may be deducted from any sum due to the Contractor or from the performance security.

12. Contractor will be fully responsible for any accident or mishap involving workers engaged by the Contractor and the Contractor would pay claims made by such persons. The Contractor shall indemnify the KALAKSHETRA FOUNDATION from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify KALAKSHETRA FOUNDATION against all claims in this regard. In the event of any claim being made by any such, person on the Foundation, the Foundation shall be entitled to withhold the payments due to the Contractor, to the extent of such claim made by the person(s).

13. The contractor shall be responsible for cleaning as well as security of the fixtures handed over at the time of commencement of the contract. In case of items/fixtures that are stolen/broken/missing due to the fault of the contractor's personnel then at the Foundations' option, either the costs to replace such fixtures shall be recovered from the Contractor or the contractor shall be required to replace these fixtures of the same quality and under approval from nodal officer appointed by the Director of the Kalakshetra Foundation.



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14. The tenderer shall ensure that none of his personnel do not through garbage in the Foundation premises. His personnel are responsible for maintaining cleanliness of their surroundings.

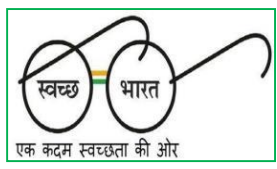
15. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

- (i) Employment of Children Act
- (ii) Workmen compensation Act
- (iii) Contract Labour (Regulation & Abolition) Act 1970
- (iv) Minimum Wages Act
- (v) Employee Provident Fund Act
- (vi) ESI Act
- (vii) Any other act or legislation as may be applicable and in force from time to time relating to any person engaged under this contract or the services being rendered hereunder.

16. Any liability arising on the KALAKSHETRA FOUNDATION shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the persons engaged by the contractor on KALAKSHETRA FOUNDATION.

17. The KALAKSHETRA FOUNDATION through its officers, reserves the right to alter the nature of services/ works and such alterations and variations shall not violate this contract.

18. The Contractor is required to depute his authorized representative at the Foundation who shall receive the instructions from Director/ Deputy



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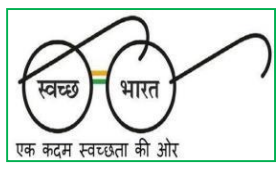
Director/ CAO or Estate Manager from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this contract.

19. In the event of the contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the KALAKSHETRA FOUNDATION totally at the cost & risk of contractor besides recovering any compensation or fine /penalty.

20. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the KALAKSHETRA FOUNDATION or its Staff Members/Students/Visitors by the contractor or his personnel.

21. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the contractor will be under an obligation to change the personnel concerned when instructed by KALAKSHETRA FOUNDATION within 48 hours. The contractor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The KALAKSHETRA FOUNDATION will not have any responsibility with regard to staff on the role of the contractor what so ever.

22. KALAKSHETRA FOUNDATION shall have the right to engage any other contractor for any work considered necessary by floating a separate tender during the subsistence of the contract.



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23. The services of employees of Contractor should be made available on all days on seven-day week basis irrespective of holidays and on Sundays, if required.

24. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Foundation along with photo and thumb impression should be handed over to the designated officer of KALAKSHETRA FOUNDATION. Any changes should be informed immediately.

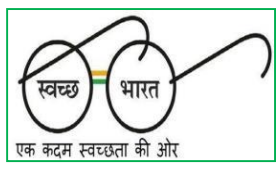
25. The Contractor shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

26. The contractor should not be employee of KALAKSHETRA FOUNDATION, Central or State Government, Autonomous Body, or PSU.

27. No one will be granted permission to stay in the KALAKSHETRA FOUNDATION premises during night or during non-functional hours except as part of their duties.

28. The Contractor's Supervisor will maintain Daily Attendance Registers to keep record of personnel on duty.

29. All the security personnel will mark attendance in the bio-metric attendance system.



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30. It is the duty of the Contractor to ensure that 15 security personnel are available all the time. Otherwise a penalty i.e. wages at double the rates would be deducted per day per person of not provided.

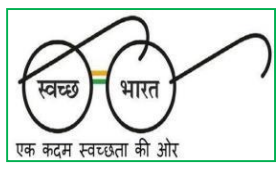
31. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, and service tax levied by the appropriate Govt. (Central/State) from time to time shall be payable by the KALAKSHETRA FOUNDATION to the contractor. No escalation of percentage of Contractor's Service Charges and/or cost of materials shall be admissible during the term of the contract.

32. The bidder shall bear all costs associated with the preparation and submission of the bid. Kalakshetra Foundation in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

33. The prospective bidders are required to keep a watch on Kalakshetra website for any amendment to the tender document or clarification to the queries raised by the bidders till 03 (three) days prior to the opening of the tender. Kalakshetra reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, Kalakshetra, at its discretion, may extend the deadline for the submission of bids.

34. The term Tenderer / Bidder / Service Provider / Contractor" mentioned in the Tender document shall mean the Company/Firm/Proprietor submitting the Tender.

35. Each bidder shall submit only one tender either by himself or as a



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partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.

36. The complete sealed tender should be addressed to The Director, Kalakshetra Foundation, Thiruvanmiyur, Chennai- 600041. Kalakshetra Foundation shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

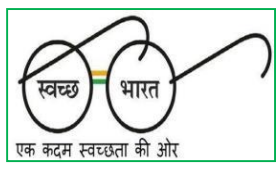
37. Sealed tender cover must be dropped in the locked tender box available in the Reception, Central Office, Kalakshetra Foundation, Thiruvanmiyur, Chennai, but not before/after than the date and time stipulated in the Tender. Before dropping the tender in the TENDER BOX in the Reception, it is to be registered with the authorised official of the Estates Department.

38. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled.

39. Tenderer signing the tender must clearly, specify whether he/she is signing as Sole Proprietor, Authorized person, Partner, under Power of Attorney or as Director/ Manager/Secretary etc., as the case may be.

40. In case the last date of receipt/opening of tender is declared as a holiday, the tenders shall be opened on the following full working day.

41. The Tenders shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the tenderer withdraws/amends/impairs/ derogates the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax / e-mail/telegraphic tenders are liable to be rejected.



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42. In order to satisfy itself about the nature and quality of services rendered by the tenderer, KF may depute its Officer (s) or authorized representative to visit the Institute/Establishments mentioned by the bidder. Besides, KF may also arrange for verification of any document/testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to KF so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as nonresponsive and their financial bids will not be processed further and EMD will be forfeited.

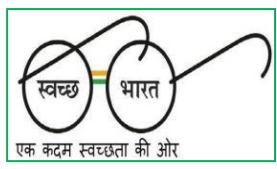
43. The Technical Bids of those bidders, where KF after its Scrutiny / Inspection /Investigation/Verification is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found responsive.

44. The Price Bids - Annexure-II of only those tenderers whose Technical Bids - Annexure-I are found responsive by KF, will be further processed and evaluated.

45. KF will award the contract to the successful bidder whose bid has been found to be responsive as per terms and conditions incorporated in this tender document.

46. KF will communicate to the successful bidder by letter sent through Courier/Registered Post/E-mail informing acceptance of his bid.

47. The selected bidder shall be required to start the services in accordance with the time schedule specified in the work order issued by KF after



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acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, KF reserves the right to cancel the work order and forfeit the EMD and/or Security Deposit.

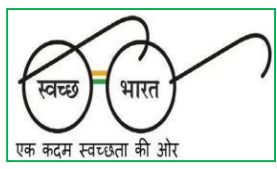
48. The selected bidder shall obtain Licence No. under Contract Labour (Regulation & Abolition) Act, 1970 & Contract Labour (Regulation & abolition Central Rules, 1971 to perform security contract in KF campus.

49. The Contractor shall provide services related to Security Services, as listed out in tender document.

50. The security personnel should have good health & physique with good eye sight and hearing. The security guards should be in the age group of 35-58 years, with minimum qualification of 10th std. They should have been trained in operating firefighting equipment and all related security equipment. They should be able to speak in Tamil. There will be a preliminary screening of the guards by our officials before deploying their services in our campus.

51. The shift should be of 8 hour duration. No guard should be permitted to work for two shifts continuously. Each guard should be given one day off after every six continuous days of work.

52. Uniforms: Two sets of uniforms (Pant & Shirt) and one pair of footwear to each employee as approved by the KALAKSHETRA FOUNDATION, so that the employee is always in neat and tidy uniform. This will be provided every year. It will be strictly monitored and an amount of Rs.500/- shall be levied on the Contractor per employee found without uniform.



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53. The Contractor will also arrange torch lights, batteries and rain coat for the Security Guards. The cost of maintenance/replacement shall be borne by the contractor. The quality of dress material and shoes should be approved by Kalakshetra Foundation.

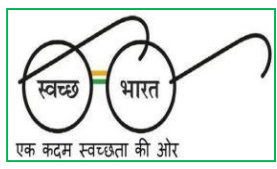
54. The earnest money will be forfeited if (i) the Tenderer withdraws their Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit security deposit within Fifteen days of award of work.

55. In the event of the Contractor not fulfilling the conditions of the contract, KF reserves its right to forfeit the security deposit held with herein above mentioned. The decision of the KF, shall be final and binding on the contractor, in respect of such forfeiture of the security deposit.

56. The regularity of the performance of the service will be the essence and shall form a central factor, while evaluating the performance from time to time. The Contractor shall take all possible steps to ensure and to maintain its performance as determined by KF from time to time. If KF notices that the personnel of the Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to KF.

57. If any personnel of the Contractor indulges in theft, negligence or any illegal activities, the Contractor shall take appropriate action against its erring personnel and intimate accordingly to KF or KF itself can take action in accordance with law.

58. The Contractor being the employer in relation to personnel employed by it to provide the services under the terms and conditions shall alone be



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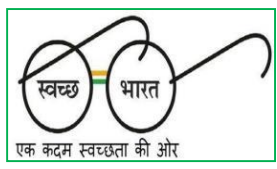
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responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed as prescribed under the Minimum Wages Act for the category of workers employed by it and amended from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment. Contractor will ensure compliance of all the relevant labour laws.

59. The Contractor shall issue identity cards in its own name and trading style to its employees deployed for rendering the said services, which at KF option would be subject to verification at any time. KF may refuse entry into its premises to any employee of the Contractor for not wearing such identity card or not being perfectly uniformed as prescribed by KF.

60. The Contractor shall for all purposes and interpretations be the employer of Security Guards at KF, and shall be responsible for all consequences arising out of such employment. In case KF incurs any liability or damages, the Contractor shall at all times indemnify and keep indemnified KF against any such claims or damages on account of injury/disability/death of any of its workers caused while providing the services to KF which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the contractor or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider/contractor or not who provided or provides the service at premises of KF.

61. The Contractor shall at all times indemnify and keep indemnified the KF



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against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at KF premises or before and after that.

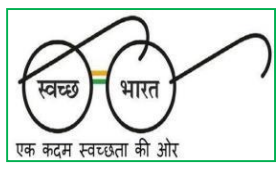
62. In case the contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited.

63. KF reserves the right to cancel or terminate this agreement by giving sixty days' notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least three months' notice to KF in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender.

64. In the event of the earlier termination by either parties to the contract or expiry of the contract, the Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as KF is able to make any alternative arrangement or KF has agreed in writing to allow the contractor to discontinue earlier.

65. KF or its representative(s) shall be at liberty to check at any time, the deployment of employees by the Contractor in order to ensure that persons deployed by him are performing their assigned duties as per the terms of contract.

66. In case of any pilferage, theft of or breakage etc to the property/assets of KF the Contractor will be responsible for such losses. KF will be at liberty to deduct the amount of such loss from the monthly bills/security deposit of



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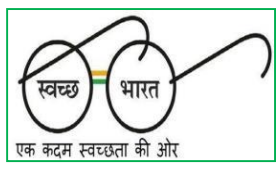
the Contractor after holding an enquiry. The decision of KF to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/contract, the contract shall be liable to be cancelled and security deposit will be forfeited.

67. The Contractor shall not sublet the contract to any other Concern/Individual. The Contractor shall itself perform the services, all obligations and duties as per tender/contract except with the prior written permission from KF. Neither the benefit nor the burden of the tender/contract shall be assignable /sublet to any other agency.

68. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Director, Kalakshetra Foundation, Thiruvanmiyur, Chennai whose decision in the matters shall be final and binding on the Service Provider/Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the director, Kalakshetra Foundation, Thiruvanmiyur, Chennai whose decision will be final and binding on the Contractor.

69. The Contractor shall comply with the instructions provided by KF, Chennai from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Contractor shall be subject to regular review by KF and its decision as to the quality thereof shall be final and absolute.

70. The Contractor shall abide by the rules, guidelines, policies and procedures applicable to KF at all times during the performance of the services and the regulations issued by the various Government Authorities



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under whose jurisdiction this agreement will fall, from time to time.

71. The Contractor & the workers deployed by him at the KF campus shall maintain confidentiality of any information in their possession during their working at KF & thereafter.

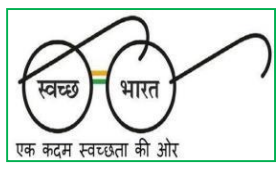
72. The Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him/ them to KF under this tender.

73. If at any stage, it is revealed that documents/ certificates / testimonials submitted by the Service Provider/Contractor are forged or have been manipulated, the work order issued to the Service Provider/Contractor shall be cancelled and Security amount deposited with KF shall be forfeited without any claim whatsoever on KF and the contractor shall be liable for action as appropriate under the relevant laws.

74. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, KF shall have the option of terminating the contract without compensation to the legal or other heirs of the Contractor.

75. The Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.

76. KF shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required, for making good the loss



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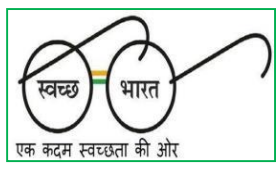
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suffered by any employee, by reason of non-fulfillment of the conditions of the contract for the benefit of the employees, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.

77. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between KF and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent contractor and not an employee, agent, associate or authorized representative of KF and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of KF, whatsoever.

78. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Contractor for rendering the services, are employees of KF or engaged by KF. The Contractor shall be deploying workers who shall be in sole employment of the contractor and contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall KF be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on KF for any reason, the Contractor shall keep KF indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Contractor, a copy of which should be given to KF for perusal and record.



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79. KF shall accept no liability explicit or implicit for, nor any financial or other consequences arising from sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

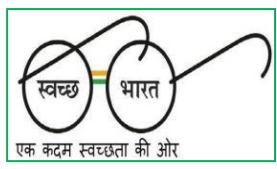
80. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

81. Falsification/ suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.

82. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

83. It may be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the KF from imposing or requiring the successful Tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender. No deviations / conditions shall be stipulated by the Agency/ Contractor in both technical and commercial bids.

84. The tenderer shall not disclose directly or indirectly any information, materials and details of the KF infrastructure / systems/ equipment etc. which may come to the possession or knowledge of the tenderer during the



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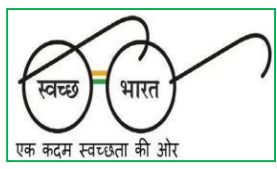
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course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The tenderer shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the KF. The tenderer shall indemnify the KF for any loss suffered by the KF as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the KF shall be entitled to claim damages and pursue legal remedies.

85. The tenderer shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

86. The Security agency/Service provider is responsible for due compliance of laws relating to rendering security services, payment of statutory wages to the security guards employed by it including statutory obligations like PF/ESI/BONUS etc. The agency is also liable for payment of statutory taxes and duties. The agency has to indemnify KF against any claim including statutory wages and payments to statutory authorities.

87. The persons deployed by the Security Agency/Service provider shall neither claim nor shall be entitled to pay, allowances, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of the KF during the currency or after the expiry of the contract or otherwise. The



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persons deployed by the security agency shall not be entitled to be confirmed in the (regular/otherwise) service of the KF.

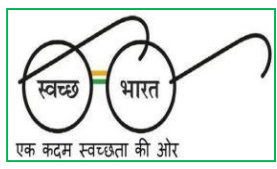
88. KF has a requirement of around 14 security guards and 1 head security guards per eight hour shift for three shifts in a day (accordingly the total number of guards will be 45 per day and six guards for relieving shifts) and this number may be increased / reduced from time to time as per our requirement. The tenderer should also be able to provide additional security guards at short notice as and when required on same terms and conditions. **All the Head Security Guards engaged should be ex-servicemen and atleast 1/3rd of Security Guards engaged should be ex-service men.**

89. The Contractor himself or their authorized representative must visit the premises/building at least once in a week and/or whenever required and contact the person authorized by the KF, to look into Security matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person. The names of the authorized representatives with contact numbers, for various locations should be duly informed, to the KF by the contractor, from time to time.,

90. The Contractor will be liable for getting the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.

91. MODIFICATION OF TERMS AND CONDITIONS: The KALAKSHETRA FOUNDATION with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

92. PAYMENT OF WAGES:



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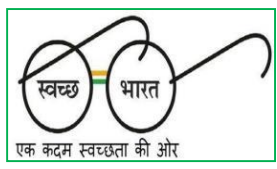
a) The contractor shall pay his workers' wages not less than the wages agreed to by the Foundation which is as per Ministry of Labour & Employment, Govt. of India (Order No.1/38(6)/2018-LS.II dated 28.09.2018) for watch and ward (without arms) as amended from time to time). Head Security Guards will be paid in addition to their wages Rs.4000/- (Four thousand) per month towards the additional responsibilities as Head Security Guards. The contractor shall pay all statutory dues like EPF, ESI, bonus, professional tax etc., throughout the tenure of contract. A copy of RTGS / online payment for proof of payment of wages and other statutory dues should be enclosed along with the monthly bill.

b) The Service Provider/Contractor shall raise the invoice/bill and KF agrees to pay such invoices/bills within 10 working days of receipt and acceptance of the invoice/bill after satisfactory completion of the work, as per terms and conditions of the tender/contract. No part payment / Advance payment will be made in between.

c) All payments to the Service Provider/Contractor shall be made by NEFT/RTGS subject to deductions, withholding of all applicable taxes and charges from time to time in force as per the government rules. All bills should be submitted on printed forms, duly signed and pre-receipted.

d) Service Provider/ contractor would be required to ensure payment to its workers by 5th of every month and there should be no linkage between payment to workers and settlement of the contractor's bill from the KALAKSHETRA FOUNDATION.

e) The rates quoted (Service charges) in the price Bid shall be binding on the Contractor throughout the contract period. However KF will consider and revise the rates if minimum wages or any other statutory payments are



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revised (increased or reduced) by Governments during the contract period.

f) The contractor should arrange deposit the wages of his workers in to their respective bank accounts preferably through ECS and submit a copy of the ECS statement to the Foundation as proof of payment of wages failing which the bill of the subsequent month will not be paid. The contractor shall facilitate his workers in opening bank accounts. Under no circumstances, payment of wages in cash shall be made.

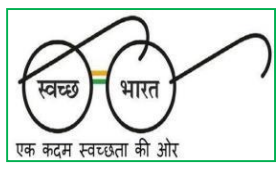
g) Kalakshetra Foundation has the right to verify from the personnel engaged by the successful bidder whether they are paid the wages not less than as agreed to by in the tender document. If any employee makes a complaint that he was underpaid, the bidder shall be liable for punitive action. The matter shall also be referred to Regional Labour Commissioner under Govt. of India/ Labour Department of Govt. of Tamil Nadu or any other investigating agencies as deemed necessary.

h) The successful bidder shall provide a list of 51 personnel engaged by him immediately on award of work.

i) No employee shall be changed without the specific approval of KF.

j) Every month, the bidder shall provide a list in the format prescribed by KF in which the details of payments made to each employee shall be recorded and signature of each employee shall be obtained.

k) All payment shall be made only through the bank account of personnel and no cash payment shall be allowed. If any payment was made through



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cash it would be presumed that payment was not made and this would be deducted from the payment to the contractor.

- l) No short payment shall be allowed for any reason whatsoever.
- m) Minimum bonus at the prescribed rates shall be reimbursed after due payment to the employees. This will be discussed and decided in advance with Kalakshetra Foundation.

n) PENALTIES : If the standard of services, as mentioned above or elsewhere in the tender documents is not maintained to the satisfaction of KF, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and/or Security deposit.

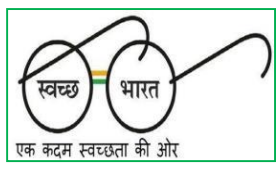
93. The Service Provider/Contractor represents and undertakes that:

a. It has full power and authority to enter into the agreement with KF and perform the services and it has the necessary expertise to duly perform the services under this agreement.

b. It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by KF for the performance of the services to the satisfaction of KF.

c. It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold KF harmless for any liability in this connection.

d. It shall be responsible for ensuring that all workers engaged by the Service Provider/ Contractor to provide services to KF shall hold at all times the necessary expertise and shall abide by KF instructions, specifications,



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procedures, standards, guidelines, and time frames at all times during the performance of the services.

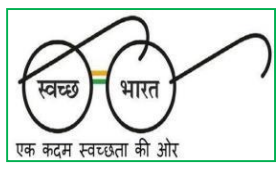
e. The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the KF. The Service Provider/Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through RTGS/ NEFT only, provided that the Security Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to following billing process the Service Provider/Contractor submits the attested photocopies of the following documents:

f. Muster Roll/Attendance sheet of the workers signed by the Service provider/Contractor for the month on the Muster format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules,1971.

g. Penalty register in respect of Security Guards.

h. Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules,1971.

i. Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.



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j. Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.

k. Minimum bonus at the prescribed rates shall be reimbursed after due payment to the employees. Payment of bonus will be discussed and decided in advance with Kalakshetra Foundation.

l. Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for KF. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.

m. If payment to worker is made by cheque, then a copy of Bank account statement of previous month showing debit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service provider/contractor.

n. The Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.

o. In the event of local problems arising while discharging the functions KALAKSHETRA FOUNDATION the contractor will deal with them appropriately and he/she will not bring KALAKSHETRA FOUNDATION on the scene for such matters.

94. The contractor shall provide:



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1. Uniforms: Two sets of uniforms (Pant & Shirt) and one pair of footwear to each employee as approved by the KALAKSHETRA FOUNDATION, so that the employee is always in neat and tidy uniform. This will be provided every year. It will be strictly monitored and an amount of Rs.500/- shall be levied on the Contractor per employee found without uniform.

2. Identity Cards: The contractor will issue identity cards to his workers/supervisors after getting them verified by the KALAKSHETRA FOUNDATION. Any worker found without identity card will not be permitted to enter the premises. The contractor will post a supervisor at a specific point to receive & manage complaints & instructions.

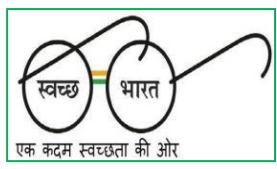
95. REPORT:

a) The contractor or his representative shall furnish daily report to the Administration Section, KALAKSHETRA FOUNDATION to enable supervision of the work under the contract and take instructions every day from authorized officer of the Foundation for the work on a Book/Register maintained by the contractor exclusively for the purpose. The contractor shall preserve the said book and produce the same as and when required.

b) The contractor or his representative should approach the Administration Section, if any instruction /help is needed or has any difficulties.

c) The contractor or his representative should all the time be available at The Foundation during the course of his work.

96. CANCELLATION OF CONTRACT: Notwithstanding any other provisions in this contract, the KALAKSHETRA FOUNDATION reserves the absolute right



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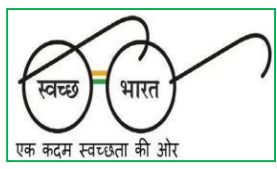
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to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

97. **COMMENCEMENT OF WORK:** The successful Contractor is required to start the work of supply of Security Services with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the KALAKSHETRA FOUNDATION at its sole discretion may cancel the contract and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

98. **Performance Security:** Within 4 days of receipt of the Letter of Acceptance, the successful Bidder shall submit Performance Security Rs.10,00,000-00 (Rupees ten lakhs only).

- This Security deposit will not bear any interest of whatsoever. This security deposit is to be furnished in the form of Account Payee Demand Draft/ Fixed Deposit Receipt /Banker's cheque, Bank Guarantee from any of the Nationalized Banks or from any one of the scheduled banks valid for a period of one year.
- After successful completion of the contract, the Performance Security will be refunded within 60 days after adjusting dues if any to the KALAKSHETRA FOUNDATION from the Contractor subject to terms and conditions as per tender document.
- The security deposit will be forfeited in case of breach of contract, Deduction of any dues payable to KF on whatsoever account, Deduction



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of any liability/damages incurred by KF, on behalf of the Service Provider/Contractor in the discharge of his/their obligations under this Tender. This Security deposit will not bear any interest of whatsoever

Note: The formats have been made available for the convenience of tenderers in word format in the document titled 'Annexure'. The formats may also be downloaded. No change should be made by the tenderers except filling-up details. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

99. In the event of any dispute arising out of or in connection with this tender/contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, KALAKSHETRA FOUNDATION or any other officer nominated by the Director, KALAKSHETRA FOUNDATION for arbitration whose decision shall be final and binding on the parties. The proceedings before the Arbitrator would be governed by the provision of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kalakshetra Foundation, Chennai.

The courts of Chennai will have exclusive jurisdiction for any issue/ dispute arising out of or in connection with the contract including relating to the arbitration proceedings.



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CHECK LIST FOR BIDDERS

Name of the work	“PROVIDING SECURITY SERVICES AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41.”
NIT No	ENQ.NO-23/2018-2019/EM Dt-12.11.2018

Sl. No.	Documents	Yes/No or N/A	Pg. No
1.	EMD DD No.: Amount Date:		
2.	Whether all the pages are stamped and signed and property tagged with all documents ?		
3.	Whether Technical is filled up?		
4.	Whether price Bid form is filled up?		
5.	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd/Public Ltd company) is attached ?		
6.	Attach Notarized Affidavit towards sole proprietorship of firm/Self attested Partnership deed or incorporation certificate of Company / Article of Association/ Memorandum of Association as applicable)		
7.	Self-attested copy of latest Income Tax Return (F.Y.2015-16, 2016-17 & 2017-18.		
8.	Self-attested copy of turnover F.Y.2015-16 2016-17 & 2017-18.		



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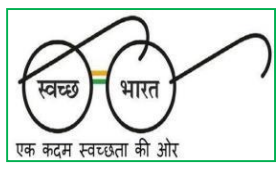
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9.	Self-attested copy of valid license issued under the Private Security Agencies (Regulations)		
10.	Self-attested copy of PAN Card		
11.	Self-attested copy of GST Certificate		
12.	Self-attested copy of EPF Certificate		
13.	Self-attested copy of ESI certificate		
14.	No of employees as on 31.04.2018 – Enclose proof		
15.	Self-attested copy of experience certificate		
16.	Declaration about Blacklisted/Non/Blacklisted company - stamp paper & notarized.		
17.	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.		
18.	Proof of office in Chennai		
19.	Private Security Agency Regulation Act Registration Certificate		
20.	Whether a register Firm/Company incorporated, and if so, the details thereof		
21.	Any other relevant document(s)		

(Signature of the bidder)

Name and address (with seal)



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LETTER OF ACCEPTANCE

Name of the work	“PROVIDING SECURITY SERVICES AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41.”
NIT No	ENQ.NO-23/2018-2019/EM Dt-12.11.2018

I/We have read the Tender conditions including the General Terms and Conditions of the contract given in the tender document. I/We agree to abide by the same.

Date: _____

Contractor's Seal & Signature

Address for Correspondence:



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Annexure "I"

Name of the work	"PROVIDING SECURITY SERVICES AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41."
NIT No	ENQ.NO-23/2018-2019/EM Dt-12.11.2018

TECHNICAL BID

General Particulars of the service Agency:

Sl.No	Details	
1	Name of Firm / Tenderer / Company (in block letters):	
2	Address of Firm/tender Registered office with Reg. No: (Address)	
3	Nature of firm - Partnership/Proprietorship /Limited company	
4	Phone / Fax	
5	Email	
6	Firm headed by Contact Person name: Designation: Mobile No.: Official Email ID:	
7	List of major cities where agency has offices in India	
8	Number of employees outsourced by the company	



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	as on 31.3.2018 (Proof to be furnished). If the number of security guards on its roll is less than, 400, the company is not eligible to participate in the tender.	
9	Number of years in the field (Proof to be furnished)	
10	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black-listed or changed the name of the firm (in original).	
11	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original)	
12	Details of Experience: Should be furnished in the following format-	Important: Only certificates issued by the clients in letter head with date of issue and containing requisite details will be considered. Copies of – work orders, extension letters, bills,



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	and the like will not be considered.
--	--------------------------------------

Name of the Client and full address	Telephone and FAX number of the client	Tenure of Contract From - To	Value of contract	No. security guards provided
13	Details of statutory compliance (enclose copy of certificates)			
a	License / Regn. No. (issued by appropriate authority)			
b	Regn. No (under Shops and Establishment Act.)			
c	EPF Reg. No.			
d	ESIC Regn. No.			
e	PAN / TAN No.			
f	GST Registration No.			



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g	Private Security Agency Regulation Act Registration Certificate		
h	Whether a registered Firm/Company incorporated, and if so, the details thereof		
14	Details of Financial Status:		
a	Annual turnover for last 3 years viz. – Copy of audit report to be enclosed for all the three financial years	Year	Turn over in crores of Rs.
		2015-16	
		2016-17	
		2017-18	
b	Proof of IT Return and Audited statement of accounts to be attached. (Turn over should be above 10 crores per annum – otherwise the firm is not eligible to participate in the tender).		
c	Banker's details (Name, Branch, Account No., etc..)		
15	EMD details (EMD should be for an amount of Rs.5 Lakh)		

Date:

Place:

(Authorized signature with seal)

Name:

Designation:



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Name of the work	"PROVIDING SECURITY SERVICES AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41."
NIT No	ENQ.NO-23/2018-2019/EM Dt-12.11.2018

ANNEXURE "II"

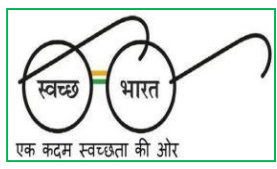
PRICE BID

- a) Number of security personnel to be engaged as assessed by Kalakshetra Foundation: 51 security guards (48 Security Guards + 3 Head Security Guards) (without arms). The number of Security Guards includes six Security Guards for reliever duties. **All the Head Security Guards engaged should be ex-servicemen and at least 1/3rd of Security Guards engaged should be ex-service men.**
- b) PRICE SCHEDULE (The tenders will be evaluated on the service charge levied on the monthly billing amount). Billing amount = Gross monthly payment made to employees posted at Kalakshetra Foundation on the basis of monthly attendance.
- c) Rate of Basic Wage shall not be less than the Central Government Minimum Wages. (Latest rates- 2018 issued vide Ministry of Labour, Govt. of India vide OM No.1/38(6)/2018-LS-II/28.09.2018
- d) The following is to be filled up by contractor without any cutting / overwriting / inking / erasing etc.

Service charges @ % (up to 2 decimals) In figures & words	In figure	
	In words	

- Contractor's Service Charges should be quoted only in percentage, and not in rupees, failing which the tender stands automatically rejected as invalid.
- Contractor's Service Charges should not be less than TDS i.e. it should not be less than 2%.
- The rates should be quoted in Indian rupees. Price to be quoted both in figures and in words. In case of discrepancy in the two, price quoted in words will be taken as valid.
- Separate rate or amount should not be quoted for Supervisor, uniform and shoes and other items if any failing which the tender stands automatically disqualified.

Signature of the Bidder :
Name of the Bidder :
Seal of Bidder :
Date :



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Letter of Consent

Date:

To
The Director
Kalakshetra Foundation
Chennai

Name of the work	“PROVIDING SECURITY SERVICES AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41.”
NIT No	ENQ.NO-23/2018-2019/EM Dt-12.11.2018

Sir/Madam,

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including General Conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening of the Part I.

I/We understand that my/our “Earnest Money Deposit” submitted along with the tender to Director, KALAKSHETRA FOUNDATION will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the KALAKSHETRA FOUNDATION, General Conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by KALAKSHETRA FOUNDATION.

Earnest Money in the form of Demand Draft /Bank’s Pay Order drawn in favour of KALAKSHETRA FOUNDATION from a Scheduled bank is attached with the tender papers. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp, Address