

**GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF AGRICULTURE & FARMERS WELFARE
OFFICE OF THE ADDL. DIRECTOR OF AGRICULTURE (HORTI.)
BOTANICAL GARDEN, PUDUCHERRY

TENDER SCHEDULE

Sl. No.	Subject	Date and time
1.	Download tender documents & Bid submission start date	16.10.2019 at 10.00 am
2.	Pre-Bid Meeting date	23.10.2019 at 10.30 Am
3.	Last date of Submission of Tender Online	30.10.2019 at 01.00 P.M.
4.	Last date of submission of Tender Fee and EMD Fee by Post/in person	30.10.2019 at 1.00 P.M.
5.	Date and Time of opening of technical bid	31.10.2019 at 11.00 A.M.

{If these days happen to be a holiday, the next working day will be the date for item Nos. 1,2, 3, and 4}

Tenderer(s) are requested to adhere to the date and time specified strictly. Tenders will be accepted only if submitted in the prescribed manner. Tenderers are requested to read the instructions carefully.

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TENDER DETAILS

E-Tenders are invited by the Additional Director of Agriculture(Horti.), Botanical Garden, Puducherry, from all intending tenderer(s) for providing security personnel for watch and ward duty at the premises of Botanical Garden/Government Horticulture Farm, Madagadipet/Government Nursery, Lawspet in Puducherry region for a period of one year from the date of signing the agreement.

- Tenders are to be submitted through e-procurement platform at <https://pudutenders.gov.in>, only.
- Tenders submitted in any other form will not be accepted.

Two Covers :

Cover 1 – Technical Bid

(i) The Technical Bid shall contain the following documents listed hereunder:

The Tenderer(s) are requested to upload the self-attested scanned copy of papers according to the sequence as given below:

- Scanned copy of DD for EMD and Tender Fee.
- Registration Certificate for providing Security Service issued by Home Department, Puducherry.
- Certificate of registration of the Firm (Labour Contract) with latest status of renewal issued by the Labour Department.
- Certificate /Acknowledgement of Registration from Registrar of Firms.
- Experience of security service of the company/firm and certificates for having provided security services at various departments in the last 3 years.
- Certificate or Documents showing minimum of 100 Nos. of workforce on roll.
- Balance Sheet /Audit statement showing Annual turnover of minimum Rs.1.00 cr.
- GSTIN issued by competent Authority & latest GST payment copy.
- EPF Registration Certificate & latest EPF payment copy.
- ESI Registration Certificate & latest ESI payment copy.

- Copy of PAN card of the company or registered owners.
- Income Tax Returns statement for the last 3 years.
- Audited financial statement for the last 3 years.
- Any other documents available that will confirm the reliability of the firm.
- Attach Annexure-I filled by the Security Agencies/Firms
- Attach Annexure-II filled by the Security Agencies/Firms
- Attach Annexure-III filled by the Security Agencies/Firms

Note: Failure to produce even any one of the above documents would entail rejection of their quotation.

Important Note:

- **Tender Fee: (Non-refundable)**
 - Bidders should submit their tender online at the Government website pudutenders.gov.in with scanned copy of Demand draft towards the cost of Tender Fee for **Rs. 590/-** (inclusive of GST) by way of Demand Draft drawn in favour of "The Additional Director of Agriculture(Hort.), Botanical Garden, Puducherry-605001" payable at Puducherry.
- **Earnest Money Deposit (EMD):**
 - Bidders should also submit their scanned copy of a Demand draft online towards Earnest Money Deposit(EMD) **Rs.50,000/-** (Rupees Fifty Thousand only) by way of Demand Draft drawn in favour of "The Additional Director of Agriculture(Hort.), Botanical Garden, Puducherry-605001" payable at Puducherry.
 - The Demand Draft of EMD will be returned to the unsuccessful tenderer after the completion of Tender Process.
 - The Demand Draft of EMD will be returned to the successful tenderer only after successful completion of contract.

Tender Fee and E.M.D. in the form of Demand Draft / Bankers cheque in original shall be submitted along with technical bid in sealed envelope of technical bid *for the Security Services*" should reach

**The Additional Director of Agriculture(Horticulture),
Botanical Garden,
Puducherry – 605 001.**

***latest by 01.00 p.m. on 30.10.2019* Tender Fee /EMD submission after the due date and time will not be entertained and will be summarily rejected. This office is not responsible for any postal/courier delay.**

Cover 2 : THE FINANCIAL BID (BOQ) SHALL CONTAIN THE FOLLOWING:

(i) Tender Offer form (BOQ) - Basic Rate(should not be lower than the minimum wages fixed by the Labour Department of the State) , DA admissible for security guards), GST, Any other Tax. for the Service(s) shall be entered by the tenderer in the prescribed excel sheet.

(ii)The rates should be entered only in BOQ (Bill of Quantity) which is available in online bid. The tenderer(s) should quote the financial elements clearly in the BOQ like Basic Price, GST, any other Tax.

(iii)The bid shall contain only the rate list. Any discrepancy in this regard will cause the rejection of Price list.

INSTRUCTION TO TENDERERS FOR ONLINE SUBMISSION OF E-TENDER

- The Tenderers who are interested in bidding can download tender documents from <https://pudutenders.gov.in>,
- Tenderers who wish to participate in this tender will have to register on <https://pudutenders.gov.in>. To participate in online tenders, tenderers will have to procure Digital Signature Certificate as per information Technology Act-2000 using which they can sign their electronic bids. Tenderers can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, Node etc. or they may contact e-Procurement Cell, Government of Puducherry for further assistance. Tenderers who already have a valid Digital Signature Certificate need not procure a new Digital Signature Certificate.
- Contact No. 0413-2220225 , Toll free no. 1800 233 7315
Help desk 10 A.M. to 6 P.M. on all working days)
e-mail: eproc@py.gov.in
Address: e-Procurement Cell, IIIrd Floor, Goubret avenue,
Chief Secretariat, Puducherry.
- Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are ready in digital form and in requisite file formats. Generally accepted formats are .pdf, .xls, .jpg etc.
- Bidders are also advised to refer “Bidders manual” available under “Download” section of e-procurement portal <https://pudutenders.gov.in> for further details about the e-tendering process
- Tenderers should upload their scanned copies of D.D. of Tender Fee and EMD with the online bid in the format as required by the e-procurement system.
- Every Tenderer must go through the terms and conditions carefully and understand them before submitting their tender. No excuse that the conditions have not been read or understood will be entertained later.
- The firm should quote the basic rate of the items separately and the other taxes and duties only as mentioned in the Bill of Quantity (BOQ) of the Tender Schedule.

Filling of E-Tenders

- **Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked with (*) have to be filled by the tenderers.**
- **The rates should be uploaded only in BOQ (Bill of Quantity) format which is available in online bid. Tenderers are therefore advised to enter all financial figures in the respective column available in the BOQ only.**
- **The Tenderers are required to quote in the same rate units (Nos.) as specified in the tender schedule.**

Opening of Bids:

- **The bids submitted for this tender ID in e-procurement platform shall be opened online as per date and time given in detailed tender schedule, by adopting e-Tendering procedures.**
- **During opening of Bids, either the bidders or their duly authorized representatives may be present. The bidder representatives who are present shall sign a register evidencing their attendance.**
- **Only one representative per applicant shall be permitted to be present at the time of opening the tender.**

IMPORTANT NOTE: TIE-BREAKING PROCESS

If, in case, the financial evaluation of the bids ends up in a tie, the Tender Committee will conduct a merit-based evaluation by allotting merit points to each technical papers submitted by the firms as prescribed below. The tie-breaking process will be carried out based on various merit-based parameters to assess the credibility and liability of the firms as per the merit-based assessment system detailed hereunder:

- a. Annual turnover (As reflected in Audit Statement only)
 - 1 Cr. To 1.99 cr. - 5 points
 - 2 Cr. To 2.99 cr. - 10 points
 - 3 Cr. And above- 15 points

- b. Workforce (Employees covered under ESI/EPF statement only will be considered)
 - 100 to 149 - 5 points
 - 150 to 199 - 10 points
 - 200 and above - 15 points

- c. Experience
 - 3 to 3.9 yrs - 5 points
 - 4 to 4.9 yrs - 10 points
 - 5 and above - 15 points

- d. Works at Hand/Completed
 - In Govt. Department – 2 points for each certificate.
 - In pvt/PSU - 1 point for each certificate.

- e. Satisfactory Work Completion Certificate
 - In Govt. Department – 2 points for each certificate.
 - In pvt/PSU - 1 point for each certificate.

With the above parameters being set up, any tenders still ending up in a tie would then be progressed to a sealed cover process where the firms have to quote their rate in line with the minimum rate prescribed by this office at that time. The firm quoting the lowest rate in the sealed cover will be the L1 bidder and shall be awarded the contract following these processes.

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BOTANICAL GARDEN, PUDUCHERRY**

Terms and Conditions for Providing Security Services by Agencies / firms.

The Additional Director of Agriculture (Horti.), Botanical Garden, Puducherry invites e-Tender from the Agencies / firms for providing security services to the Botanical Garden/Government Horticulture Farm at Madagadipet/Government Nursery, Lawspet in the Puducherry region for the period of one year from the date of signing the agreement.

Sl. No.	Name of the Place	No. of Security Guards Required per day
1	Botanical Garden, Puducherry	18
2	Government Horticulture Farm at Madagadipet	7
3	Government Nursery, Lawspet	3
	Total	28

TERMS AND CONDITIONS

1. The contract period of the Security Service is for a maximum period of 12 months from the date of issue of Work Order or the last date signed by the government order, whichever is earlier.
2. Within 21 days of the receipt of award of contract from the Additional Director of Agriculture(Horticulture), Puducherry, the successful Bidder shall furnish the Performance security equal to 5% of the contract value of services to be rendered. Performance security deposit shall be furnished in the form of demand draft drawn in favour of "The Additional Director of Agriculture(Hort.), Botanical Garden, Puducherry-605001" payable at Puducherry.
3. The firm shall submit Certificate or Documents for employing a minimum of 100 Nos. of workforce on roll.
4. The firm shall submit documents for Annual Turn over for the last 3 years audited statement with a minimum annual turnover of Rs.1.00 crore.

5. During the contract period, the firm/contractor shall submit EPF and ESI challan with ECR before the Additional Director of Agriculture, Botanical Garden, every month without fail. The ECR should tally with the amount of salary paid to the worker.
6. Income tax will be deducted from the total bill amount every month.
7. The security guards will perform the duty round the clock, 24x7 in a week, in three shifts daily at 8 hours duty per shift, including holidays.
8. The following duties shall be attended by the Security Guards daily:
 - (i) Daily attendance should be maintained.
 - (ii) Maintenance of Security Register.
 - (iii) Maintenance of materials Inward and Outward Register.
 - (iv) Regulating parking areas.
 - (v) Maintenance of visitors' Register.
 - (vi) Treating the Public with care and respect.
 - (vii) The security to be provided during day and night for all days including holidays.
 - (viii) The security guards shall be in neat uniform during duty with proper shoes, cap, belt, whistle, etc. They should wear the identity cards duly signed by the competent authority.
 - (ix) They should work in 3 shifts system at the rate of 8 hrs duty per day.
 - (x) Intimating any untoward incident and other security emergency to the Dept. officials immediately.
 - (xi) Complaint register provided shall be kept in his custody.
9. The Agency shall submit copy of the last 3 years audited financial statement Registration Certificate and the details of Government Department/Central Government/Private Organizations to whom the Agency is providing security service.
10. No sub-contracting by the Agency for providing its Service.
11. The Agency undertakes to deploy their personnel to render protection/surveillance/vigilance for the properties of Botanical Garden, Puducherry/Government Horticulture Farm, Madagadipet/Government, Nursery, Lawspet including the movable asset, controlling the movement of Visitors, materials and vehicles, protecting the employees of the department and the visitors.

12. The Agency shall provide 50% Ex-Servicemen/Retired Policemen, physically fit and energetic with basic knowledge and exposure to the fire fighting and first aid, with at least minimum educational qualification, to speak, read and write in the local language and in English.
13. The Proprietor of the Security Agency is responsible for the entire operations of the team of security personnel deployed at the premises of Botanical Garden/Govt. Horticulture Farm (OCN) Madagadipet and Govt. Nursery, Lawspet, Puducherry and also for round the clock services and he has to supervise the performance of the security personnel. The Security personnel should monitor all incoming and outgoing materials and allow the outgoing materials by strictly checking the gate pass and the cash bill issued by the concerned authorities of the Botanical Garden/ Govt. Horticulture Farm (OCN) Madagadipet and Govt. Nursery, Lawspet and maintain a register in this regard. The security guards should take responsibilities for the safety of the visitors and their properties inside the campus.
14. The department shall have the right to advise the Agency to change the personnel and their place of duty as and when required and the Agency also shall give effect immediately for such change.
15. The Agency shall be responsible for providing immediate replacement of any of their staff who is not available for duty /whose work is not found satisfactory by the department.
16. In case of any Agency personnel is found in intoxicated condition, he shall be removed from duty immediately and suitable replacement shall be provided by the Agency forthwith. Further, such a person shall not be deployed to the department thereafter.
17. The Agency shall deploy their men on shift duties daily as directed by the department and maintain their daily duty Roster and also send a copy of the same daily to the department designated officials and shall be responsible for the good conduct and orderly behaviour of their men. If any irregularity/disorderly behaviour is noticed from any of the Agency's personnel, the department shall bring the same to the notice of the Agency and the Agency shall take immediate corrective actions including the change/removal of such person(s).

18. The Agency shall intimate the name, designation, residential address, etc., of the persons deployed at various places of the department under this agreement on the day of the commencement of the contract and also subsequently whenever any change of persons take place. The department shall have the right, in its absolute discretion to allow/disallow the Agency to depute any such person at any time.
19. Any designated official of the department shall have the right to check the number of personnel on duty and as to their doing duty/work as instructed, at any time without reference to the Agency. The Agency shall submit the report of their Field Officers to the designated officials periodically.
20. If any Theft/pilferage/damages to the department property is noticed by the Agency's personnel, the same shall be informed to the designated officials of the department forthwith by any means of communication available, whether on holidays or on working days and submit their written statement to the department and actively assist the department in all matters concerning it.
21. On account of any negligence and/or default in the performance of the duty of the Agency's personnel, if the department incurs any loss or damage to its property and employees, the department will report such matters to the Agency and the Police/court of law and the Agency will undertake to do necessary follow up action and give their periodical reports till the case is closed. The Agency shall undertake to make good, the loss suffered by the department to the extent of double the amount of such loss on account of such theft, pilferages, or any type of damage to its property and employees and thus the Agency shall agree for deduction of the said loss from the monthly service bills of the Agency proportionately before the expiry of the contract and the agency shall indemnify the department to pay the balance amount of loss in one lump sum before 30 days of the expiry of the contract. The department will pay back the amount so recovered, to the Agency, in case the property lost is recovered from the police/court of law without any damage to the value of the property lost.

22. The department shall not in any way be responsible for any disability whether permanent or partial, caused to the personnel during discharge of their duties. It is the responsibility of the Agency to cover their personnel under the ESI Act and their workmen may claim eligible benefits as prescribed in the said Act.
23. For the effective service by Agency's personnel, the department may introduce certain equipment and / or gadgets as may be considered necessary and the Agency's personnel shall put into use and preserve the same as per the instructions of the department.
24. The Agency shall comply with and discharge all obligations/liabilities under various Labour Laws like ESI Act, EPF Act, Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act or any notification thereon or under any other legislation (State/Central) in respect of its employees engaged. If the department is required to pay any amount to the personnel deployed by the contractor under any law, the same shall be reimbursed by the Agency to the department, otherwise the department is entitled to deduct such amount from the monthly bills payable to the Agency and the Agency shall indemnify the department and assure to pay the balance amount 30 days before the expiry of the contract.
25. The Agency shall ensure that none of its personnel will be a member of Trade Union activities, since they are considered to be an essential services category and the Agency is obligated to take necessary undertaking before they are recruited and deployed to the department.
26. The Agency shall remain liable to and shall indemnify the department in respect of all course of action, claim damages, compensations or costs, charges and expenses arising out of accident or injury sustained or to be sustained by the department or by its employees or other persons irrespective of, in the employment of the department's premises arising out of any act of commission or omission, default or negligence, error in judgement on the part of the agency or the staff and the agents of the Agency.
27. The department shall be entitled to terminate the security service by giving one month's notice in writing to the Agency without prejudice to the rights and remedies available to it due to the breach of any of the terms of this agreement or

if the agency becomes insolvent or fails and / or neglects to carry out instructions of the department or if the department otherwise arrives at a conclusion to terminate this agreement. On termination of the agreement, the liability of the department for payment of any amount on account of the contract shall forthwith cease. The department also shall be entitled to advise the Agency to withdraw certain manpower from the strength allowed during the contract period with short notice and the department is not liable for payment/compensation on this agreement.

28. The Agency shall comply with all Acts, Laws, By-Laws and statutory Regulations applicable from time to time.
29. It is mandatory on the part of the Agency to provide adequate and smart uniforms, shoes, socks, rain coat, gumboots, whistles, torch lights including replacement of battery cells, lathies, name badges, I.D. Cards, periodically to their personnel deployed to the department and the department will not be responsible for issue of the above items.
30. The personnel whose services are provided by the Agency shall be at all times and for all purposes be the employees of the contracting Agency and they shall work under the supervision and control of the Agency on contract and the department have nothing to do with their employment. The Agency shall also be solely responsible to provide them all benefits viz., Bonus, ESI facilities, Gratuity etc., to its employees as per provision of law applicable from time to time.
31. The Agency's personnel shall do frisking of the employees, casuals, trainees and apprentices of the department daily/ on the specific instructions by the designated officials at the exact point of work premises or at the main gate. While frisking the employees/casuals/trainees/apprentices, if any of the property belonging to the department is found with any person/under his personnel custody, such person(s) shall have to be dealt with diligently and in proper manner as per the standard norms including taking a written statement from the person(s) concerned and witnesses and submit such records to the designated officials of the department without any hindrance to the activities of the department.

- 32. The firms registered with National Small Industries corporation (NSIC) and MSME for providing security services only are exempted from EMD; however, they have to enclose valid self-attested Registration Certificate(s) along with the tender to this effect.**
- 33. The contractor should have a registered office/Head office/Branch Office as applicable at Puducherry region.**
- 34. Any dispute or difference whatsoever arising between the parties shall be settled by arbitration of a sole Arbitrator to be appointed by the Director of Agriculture and the award made in pursuance thereof shall be binding on the parties.**
- 35. Any Dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract/agreement or the validity or the breach thereof shall be subject to the jurisdiction of Courts at Puducherry alone.**
- 36. If the Tenderers quoted the same amount/rate, in such a situation, the Chairman of Tender committee is empowered to make decision for issuing contract services deemed to be fit.**
- 37. The Chairman of Tender Committee is empowered to reject any tender fully or partly without assigning any reasons thereof.**

Additional Director of Agriculture(Horti.)

Annexure-I

1. I / we have read and examined the notice inviting e-tender for rendering security to the Botanical Garden/Government Horticulture Farm at Madagadipet/Government Nursery, Lawspet in Puducherry region. The Schedule, specifications, requirements, directions referred to in terms and conditions of Contract / Agreement of the tender document for the service is fully understood by me/us.
2. I / We hereby tender for the rendering of Security Service specified in the Schedule and in accordance with all aspects of the e-procurement policy of the Govt. and terms and conditions and instructions of the tender notice.
3. A sum of Rs. 590/-(including GST) towards tender cost (non-refundable) and Rs. 50,000/-(Rupees Fifty Thousand only) towards EMD in the form of Demand Draft is drawn from a nationalised bank in favour of "The Additional Director of Agriculture(Hort.), Botanical Garden, Puducherry-605001" payable at Puducherry.
4. I / We will also furnish 5% of contract value of services to be rendered towards Security Deposit drawn from a nationalised bank in favour of "The Additional Director of Agriculture(Hort.), Botanical Garden, Puducherry-605001" payable at Puducherry, when this tender is finalised and accepted by the Authority .
5. I / We hereby declare that I /We shall treat the tender documents and other records connected as secret / confidential documents and shall not communicate the information / derived there from to any person other than a person to whom I /We, am / are authorised to communicate the same or use the information in any manner prejudicial to be safety of state.
6. I / We agree that should I / We fail to commence the service as specified and the EMD mentioned in the form of invitation of tender shall be absolutely forfeited to the Govt. account and the same may at the option of competent authority to recover without prejudice to any other right or remedy available in law out of the deposit in the event of deficiency of any other money due to me / us under this contact or otherwise.

Signature of Tenderer

Name:

Name of the Agency: Address(s)

Annexure-II

PARTICULARS OF THE SECURITY AGENCY

1. Name of the security agency :
2. Status of the Organization : Partnership/Pvt. Ltd. Co / Public Ltd Co.
3. Registration No. :
4. Address of the contract office :
along with Phone No. / Fax No. /e-mail :
5. Year of Commencement and No. of years
of experience in security service field. :
6. Whether Provident Fund Accounts of the
Security guards followed. :
7. Whether security service has been/is being
provided to any other offices / departments:
8. Total number of guards presently in the
roll of the company. :
9. Total number of security guards proposed
to be engaged in the Botanical Garden/
Government Horticulture Farm at
Madagadipet/
Government Nursery, Lawspet. :
10. Name of the Bankers :

Place:

Signature(s) of the Security Agency

Date :

Name and Address

Annexure-III

CHECK LIST FOR DOCUMENTS

Sl.No.	List of forms/papers/documents required	Yes	No
1	Scanned copy of DD for EMD and Tender Fee.		
2	Registration Certificate for providing Security Service issued by Home Department, Puducherry.		
3	Certificate of registration of the Firm (Labour Contract) with latest status of renewal issued by the Labour Department.		
4	Certificate /Acknowledgement of Registration from Registrar of Firms.		
5	Experience of security service of the company/firm and certificates for having provided security services at various departments in the last 3 years.		
6	Certificate or Documents showing minimum of 100 Nos. of workforce on roll.		
7	Balance Sheet /Audit statement showing Annual turnover of minimum Rs.1.00 cr.		
8	GSTIN issued by competent Authority & latest GST payment copy.		
9	EPF Registration Certificate & latest EPF payment copy.		
10	ESI Registration Certificate & latest ESI payment copy.		
11	Copy of PAN card of the company or registered owners.		
12	Income Tax Returns statement for the last 3 years.		
13	Audited financial statement for the last 3 years.		
14	Registration Certificate for providing Security Service issued by Home Department, Puducherry.		
15	Attach <u>Annexure</u>		
16	Attach <u>Annexure</u>		

PLACE:

DATE:

Authorised Signature
Name and Address of the seal