

No. HCA-II / 22/ 2016

HIGH COURT OF KARNATAKA,
HIGH COURT BUILDINGS,
BENGALURU-560001.
DATED: 22nd JUNE 2018.

**TENDER NOTIFICATION FOR PROVIDING SECURITY
PERSONNEL THROUGH PRIVATE SECURITY AGENCY FOR
NYAYA DEGULA BUILDING.**

Tenders are invited from reputed registered Security Agencies for providing the services of Security personnel through Private Security Agency for Nyaya Degula Building for a period of 1 year.

WORK DESCRIPTION:

Providing the services of Security personnel to the Nyaya Degula Building, Bengaluru.

ELIGIBILITY CRITERIA:

1. The Tenderer should have been obtained license from the Police Department to run the business of Private Security Agency in Bengaluru are only eligible to participate in this Tender. Copy of the license should be attached.
2. The Tenderer should have been registered with the ESI, PF, Labour, Central Excise and other statutory authorities in Bengaluru and should also possess the PAN from the Income Tax Department in Karnataka. Copies of the registration certificates, under ESI, PF, Labour, IT PAN Card & IT Clearance certificate should be attached.
3. The Tenderer should have minimum 5 (Five) years of experience for having provided the security services to State Government departments / Central or State Government Undertakings.

EMD

Rs. 50,000/- (Rupees fifty thousand only) is to be paid through Cheque/Demand draft in favour of Registrar General, High Court of Karnataka, Bengaluru.

PERIOD OF CONTRACT:

One Year from the date of acceptance of the Tender/s or till the finalization of the next tender whichever is later.

SECURITY DEPOSIT:

Rs. 5.00 lakhs (Rupees five lakhs only) in the form of Bank Guarantee as per the prescribed proforma drawn on any Nationalised Bank in favour of Registrar General, High Court of Karnataka, Bengaluru payable at Bengaluru is required to be deposited by the Successful Tenderer. EMD of the successful Tenderer will be converted into Security Deposit making the total deposit to Rs. 5,50,000/- (Rupees five lakhs fifty thousand only). The Bank Guarantee shall be valid for a period of 1 year with a claim of 6 months obtained from the Nationalised Bank.

TERMS & CONDITIONS:

- 1) The tenure of the contract is for a period of ONE year or till the finalization of next tender and the date of commencement will be from the date indicated in the Work order.
- 2) Any conditional Tender and Tender with any other clause (s) other than the what are stipulated in this latter of Terms and conditions will be rejected summarily.
- 3) The Security personnel deployed should be fit for security without any physical/mental deformity and no child labour be employed.
- 4) The rates quoted should be subject to Minimum Wages Act and should be offered only in the prescribed form enclosed herewith.
- 5) The High Court reserves its rights to accept or reject any of the tender or the total tenders without assigning any reason whatsoever.
- 6) The Tenderer should have office at Bangalore.
- 7) Rates shall be quoted by taking into consideration of prevailing minimum wages fixed by the Government of Karnataka and rate of DA, PF, ESI, Service Tax and other statutory charges.

- 8) The successful Tenderer will be required to execute an Agreement in the prescribed form on e-stamp paper of appropriate value within 7 days from the date of acceptance of the tender alongwith a Security Deposit of Rs. 5,00,000/- (Rupees five lakhs only) by way of Bank Guarantee valid for a period of 1 year with a claim period of 6 months obtained from the Nationalised Bank.
- 9) In the event of failure to execute the agreement and to furnish the Security Deposit or default to carryout any Security work assigned or caused inordinate delay in executing the work, the E.M.D. will be forfeited apart from terminating the contract by giving fifteen days notice.
- 10)The Security Agency should compensate the High Court for any theft, loss or damage to the Nyaya Degula building due to the negligence. Further the High Court/Mediation Centre or Offices/Court at Nyaya Degula Building shall have the right to appropriate the same out of the bills payable if any or from the Deposits and in the event of such financial loss exceeding the amount of the payable amount or deposit, the Agency shall be liable to pay the balance forthwith.
- 11)Security Agency shall at the time of submission of tenders declare whether they are a sole proprietary concern or a registered Partnership Firm or a Private Limited Company or a Public Limited company incorporated in India. The composition of the partnership, names and addresses of the Directors of the Company shall be indicated. The Agency shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the Contract would lie.
- 12)The successful Tenderer shall have to execute an Agreement regarding the indemnify by all partners, Directors to give an Undertaking jointly and severally on stamp paper of requisite value to make good the losses if any suffered by the Nyaya Degula Building owing to the failure or the mal-performance of the contract by the Agency.
- 13)The High Court/Mediation Center shall deduct at source the Income Tax, surcharge, if any, and such other statutory deduction thereon on the gross amount admitted.
- 14)The High Court/Mediation Center reserves the right to assign the Security work to more than one agency as well as to entrust security work to any other Agency in the interest of the High Court/Mediation Center.

- 15) In case of any dispute between the Tenderer and the security personnel provided by them the former should settle amicably and the High Court/Mediation Center will not take any responsibility in this respect.
- 16) The Tenderer shall compensate the High Court/Mediation Center for loss or losses occurred due to the negligence or carelessness, want of skill, misconduct of themselves or their security personnel.
- 17) The Tenderer shall not sublet, transfer or assign the contract or any part thereof without prior written approval of the High Court/Mediation Center.
- 18) The Tenderer must maintain records and registers etc., in accordance with the provision of the P.F. Act 1952 & Rules ESI Act 1948, Contract Labour (Regulation & abolition), Payment of Wages Act & other relevant statutory in force, as amended from time to time and these registers be made available to such authorities as and when they inspect the records. If the High Court/Mediation Center is asked to pay any penalty default arising out of the Tenderer's failure to carry out the statutory obligation, the amount of such penalty will be recovered from the Tenderer and further he will render himself liable to be black listed apart from forfeiture of EMD and the Security deposited by way of Bank Guarantee.
- 19) The High Court/Mediation Center does not guarantee any definite number of Security personnel required through out the period of contract.
- 20) The Security personnels provided should not use ardent spirits or other intoxicated beverages in the working area or in any of the building premises assigned to them in connection with the work.
- 21) If the successful Tenderer fails to execute the work at the accepted rates, withdraw the Security Services during the Tenure of Contract, the High Court/Mediation Center will have the right to get the work done at the higher rate and the cost pair in excess over and above the accepted rate will be recovered out of the EMD and Security Deposit given by Tenderer or by other means. Further if the services of the Security Agency is found to be not satisfactory, the High Court/Mediation Center at its discretion can entrust the work of Security Services to any other Security Agency whether the Agency participated in the Tender or not, by terminating the contract without further notice and the

- consequential loss (es) to the High Court/Mediation Center if any on account of this will be recovered from the Agency.
- 22) The Registrar General, High Court of Karnataka, Bengaluru reserves the right either to include or to delete any or all the terms and conditions laid down on this contract without assigning any reason. His/Her decision in this regard will be final and binding on the part of the participant/successful Tenderer.
 - 23) Any dispute that may arise under this contract shall be referred to the Registrar General, High Court of Karnataka, Bengaluru and his/her decision shall be final. The Jurisdiction of Civil Courts for any disputes shall be limited to Bengaluru City, Karnataka.
 - 24) The Security personnels deployed by the security agency for carrying out the security work should not claim any direct relationship of employment with the High Court/Mediation Center and if any of their personnel initiate any legal proceedings against the High Court/Mediation Center, agency should reimburse to the High Court/Mediation Center all costs, charges and expenses that the High Court/Mediation Center may incur in prosecuting such litigations.
 - 25) The employees engaged by the agency shall be in the employment of the agency only and not of High Court/Mediation Center.
 - 26) The agency shall solely be responsible for the payment of minimum wages, allowance, bonus, gratuity and other benefits as per Minimum Wages Act and its employees and High Court/Mediation Center shall in no way be concerned with the same. The agency shall also be responsible for the welfare of its employees as per the various labour legislations and regulations in force from time to time.
 - 27) The Agency shall solely be responsible for any commission or omission of its Employees.
 - 28) The Agency shall provide the required number of personnel to Nyaya Degula Building and shall arrange replacement as necessary at its own expenses, in case of sickness, absenteeism leave of its employees or the absence of the personnel for any reason whatsoever, as per labour acts & other related acts.

- 29) The agency shall provide two sets of proper uniform with labels bearing the names, consisting of pant and shifts, cap, lanyards with whistle, belt, shoes, badges, torch, rain coat & umbrella etc.,
- 30) The agency shall arrange periodical surprise checks during day or night to supervise the performance and turnout of the security force provided by it and send periodical reports to the High Court/Mediation Center.
- 31) The agency shall ensure that no personnel provided by it will be a member of any trade union of the employees or takes any interest in their activities or involve himself in trade union activities of employee.
- 32) The duration of duty is eight hours per day per person. To keep the efficiency and alertness no overtime will be considered.
- 33) Agency should produce Certified copies of the Work Order and also a Certified copy of the salary issued to the Security personnel in other Government Departments, Government Enterprises/Government undertakings provided security services for, by the Agency.
- 34) The Tenderer should be in a position to provide the services of Security personnel with good health and physique only in the age ground of 20-50 years and who are capable of reading, writing and conversing in Kannada & English. Relaxation of 10 years above the maximum age limit will be considered for an ex-military & Police personnel.
- 35) The photos and the bio-data of each of the Security personnel alongwith the antecedents verification certificate issued by the local police authorities should be submitted by the successful tenderer to the High Court/Mediation Center is posted by the security agency.
- 36) The Tenderer shall comply with all the provisions of the Labour Act and any other applicable Acts & Rules and he shall solely be liable to any proceedings/actions/payment of penalties for any violation and non-compliance. It would be the responsibility of the security agency to give weekly holidays and other facilities to each of the Security personnels as per the provisions of the applicable Acts & Rules.
- 37) The Tenderer shall be solely responsible for safeguarding the entire properties/equipments/vehicles etc., assigned to them and any theft/loss/damages arising out of any lapse/negligence on the part of the security personnel shall be made good by the Security Agency besides being liable for termination of contract.

- 38)The High Court/Mediation Center will evaluate and compare the quotations determined to be substantially responsive i.e., which are properly signed, and confirm to the terms and conditions and specifications in the prescribed manner.
- 39)The Security Agency should comply with Statutory Acts like E.S.I. P.F., L.T., Contract Labour (Relation & Abolition) Act etc.,
- 40)Preference will be given to the security agencies who have fulfill all the conditions mentioned above and who have put up a maximum years of security services to Government agency/Organistaion and a wireless and control room.
- 41)The enhanced wages will be paid to the Agency by High Court/Mediation Center as and when minimum wages revised by the Government of Karnataka and the same should be paid by the Security Agency to the security personnel provided during the contract period.
- 42)The tender document shall be obtained from Accounts Branch-II, High Court of Karnataka, Bengaluru on payment of ₹100/- being the tender document fee by remitting the cash in Accounts Branch-I of this Office.
- 43)The tender document should be submitted in the prescribed proforma as per Annexure –I only which is obtained from Accounts-II Branch, High Court of Karnataka, Bengaluru. The tender document submitted in any other formats shall be liable for rejection.
- 44)The sealed tender should be with superscription on the envelop as **“TENDER FOR PROVIDING SECURITY PERSONNEL THROUGH PRIVATE SECURITY AGENCY”**, by clearly mentioning the High Court reference No. and date and reach the Office of the Registrar General, High Court of Karnataka, Bengaluru by 4.30 P.M., on 31.07.2018 and the applications which are received in the High Court Office after the date and time specified are liable for rejection. The application will be sold upto **12.00 Noon on 31.07.2018**. The sealed application will be opened on **01.08.2018 at 12.00 Noon** in the Chambers of the Registrar (Administration), High Court Building, Bengaluru in the presence of the interested tenderer.

45) For further details, the interested tenderer may contact the Accounts-II Branch of this Office.

**Sd/-
REGISTRAR (ADMINISTRATION)**

ANNEXURE - I

**TENDER DOCUMENT FOR PROVIDING SECURITY
PERSONNEL THROUGH PRIVATE SECURITY AGENCY FOR
NYAYA DEGULA BUILDING, BENGALURU.**

Application No:

Receipt No. & Date:

Sl. No.	Particulars	
1.	Office Name & Full Postal Address of the Tenderer	
2.	Whether the Agency is Proprietorship / Partnership/Pvt./Public Ltd. Co., Specify	
3.	Branch Office if any with Address	
4.	Telephone/Telex/Fax No. (a) Office (b) Residence (c) Mobile Number	

5.	Whether the Tenderer is a regular security Agent doing similar work to Govt. Dept/Undertakings. If so Two years details of necessary documents attached.	
6.	E.M.D. Details	
7.	E.S.I. No. (A copy of the certificate shall be attached)	
8.	P.F. No. (A copy of the certificate shall be attached)	
9.	A Copy of the Certificate of Registration Under Contract Labour (Regulation & Abolition) Act 1970	
10.	I.T. PAN No. (A Copy of the certificate shall be attached)	
11.	Confirmation of the Tenderer about His willingness on the Right of High Court/Mediation Center to terminate the contract and to forfeit the security deposit for violation of terms & conditions of Contract.	
12.	Name, Address & Telephone Nos. of Authorised Attorney	

13.	Name & Address of Agency	
14.	Residential Address and Phone Nos. & Mobile No. of Partner(s)/Proprietor/Directors.	
15.	Name, Address & Telephone Nos. and Attested Signatures of Authorised Representative	
16.	One Set of Photos of the Partner(s)/Proprietor & Their Authorised Representative would be furnished after acceptance of Tender.	
17.	Bank Name, Address & A/c. No. of Agency should be furnished.	
18.	Scheduled of Rates	As per Annexure-II
19.	Any other required statutory Information.	

SIGNATURE OF THE TENDERER
WITH SEAL & FULL ADDRESS

ENCLOSURE CHECKLIST

ATTESTED COPIES OF THE FOLLOWING DOCUMENTS TO BE ATTACHED.

- 1) The License obtained by the Police Department to run the business of Private Security Agency in Karnataka.
- 2) E.S.I. Registration Certificate Copy
- 3) Copies of P.F. Registration Certificate & GST / Service Tax Registration Certificate
- 4) Contract Labour (Regulation & Abolition) Registration Certificate copy.
- 5) I.T. Pan Certified copy.
- 6) I.T. Clearance certificate.
- 7) Previous five years experience certificate & Work order copy.
- 8) E.M.D. Payment.
- 9) Copy of the Salary payment particulars issued to Security personnel.

ANNEXURE-II

SCHEDULE OF RATES

Schedule showing the rates to be offered for providing security personnel through private security agency for Nyaya Degula Building, Bengaluru in month-wise, per person (Rates quoted should be both in figures and words) as per latest minimum wages fixed by the Labour Department, Government of Karnataka.

Sl. No.	Name of the Place	Category	Shift Hours	BASIC Rs.	D.A. Rs.	P.F. Rs.	E.S.I. Rs.	Service charge/GST -----% Rs.	OTHERS (Specify in Remarks Column)	GRAND TOTAL Rs.	REMARKS
1	NYAYA DEGULA BUILDING, BENGALURU	Security Personnel	8 HRS								

**SIGNATURE OF THE TENDERER
WITH SEAL & FULL ADDRESS**