THE PONDICHERRY CO-OP MILK PRODUCERS UNION LTD, No.P.1
Vazhudavur Road, Kurumampet, Puducherry – 605 009.
Phone – 0413 2271607, 2272202
e-mail id : ponlaitmd@gmail.com

E-TENDER NOTICE

E-TENDER FOR ENGAGING SECURITY SERVICE ON CONTRACT BASIS TO PONLAIT FOR A PERIOD OF TWO YEARS FROM THE DATE OF ENGAGEMENT

(Two Bids System)

M/s. The Pondicherry Co-operative Milk Producers' Union Ltd.,(Hereinafter referred as PONLAIT) invites two bid system (Technical Bid and Financial Bid) single stage two envelopes unconditional Bids from the Security Service Providers / Firms / Organization having required experience with related documents for the above mentioned work through online tendering system published in https://pudutenders.gov.in

Tender Form Cost : Rs.1,000/- plus GST 18% = 1,180/- (Non-refundable)
Earnest Money Deposit : Rs.2,50,000/- (Refundable)

1.Tender Schedule

Sl.No	Particulars of Tender	Date	Time
1	Publishing Date	12.10.2022	09.00 am
2	Document Download Start date	12.10.2022	10.00 am
3	Document Download End date	02.11.2022	04.00 pm
4	Seeking Clarification Start Date	12.10.2022	10.00 am
5	Seeking Clarification End Date	02.11.2022	04.00 pm
6	Pre-Bid Meeting	19.10.2022	11.00 am
7	Bid Submission Start Date	12.10.2022	10.00 am
8	Bid Submission End Date	02.11.2022	04.00 pm
9	Bid Opening Date	03.11.2022	11.00 am

2. NIT Tender Documents

Sl.No	Details of the tender document
1	Tender Notice
2	General Terms and conditions
3	Technical Specification & Operating Guidelines
4	Bidder Instruction
5	BOQ (Bill of quantity)

3. Requirement of Security Guard and Officers Details:

Designation	Ariyur Land	Head Office (Admin)	Cattle Feed	Mktg Office	Dairy Wing	No. of persons required
Security Officer	-	-	-	-	1	1
Asst. Security Officer	-	1	-	-	6	7
Men Security Guard	3	3	3	3	30	42
Women Security Guard	-	-	-	-	2	2
Total						**52**

4. The tender/bid shall be submitted only through online tendering system of https://pudutenders.gov.in. The interested bidders shall have to be enrolled/registered with the portal of https://pudutenders.gov.in for participating in the Bidding process.

5. If the dates mentioned above are declared as holidays, the Tenders will be received and opened on the next working day.

6. Tender Form (not transferable) and Terms & Conditions can be downloaded from the website https://pudutenders.gov.in. The tender may also be viewed from the tender's column of http://www.py.gov.in

7. Out of the two-part bid, The Technical bid should comply with all the documents as mentioned in the Tender Terms & Conditions and should be submitted both in online and offline (physical) mode on or before the date mentioned in the tender schedule.

8. The Financial / Price bid should be submitted through BOQ (Bill of Quantity) for the work. It can be downloaded, filled and uploaded in the online tendering system only through https://pudutenders.gov.in

9. The Contractors who are blacklisted by the Government/ State Agency are not entitled to file/ participate in the tenders. Minors/insane are not eligible to participate. **Conditional tenders and casual letters sent by the bidders also will not be accepted.**

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10. **All bidders are advised to participate in the pre-bid meeting on the date as mentioned** in the e- tendering system details for further clarification to submit and complete the tender procedure in the online tendering process.

11. Bidders are requested to send one representative with an authorization letter on the day of opening the tender for participation. **Without authorization, no one will be permitted to participate.**

12. The L1 bidder shall be intimated via letter and he shall acknowledge his acceptance by signing an agreement and paying of security deposit.

13. All bidders are advised to frequently visit the website www.pudutenders.gov.in for any corrigendum/addendum regarding the tender published.

The Managing Director, PONLAIT reserves the rights to extend/reject/accept any/part/all tenders with or without assigning any reason thereof.

Dy. Manager (Admin) Manager (Mktg.) Manager (DP)

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GENERAL TERMS & CONDITIONS

E-TENDER FOR ENGAGING SECURITY SERVICE ON CONTRACT BASIS TO PONLAIT FOR A PERIOD OF TWO YEARS FROM THE DATE OF ENGAGEMENT

1. General Conditions:-

i. The Pondicherry Co-operative Milk Producers' Union Ltd.1 (Hereinafter referred as PONLAIT) invites two bid system (Technical Bid and Financial Bid) single stage two envelopes unconditional Bids from the Security Service Providers / Firms / Organization having related documents and prescribed experience for the above mentioned work through the online tendering system in https://pudutenders.gov.in

ii. The Security Agency shall provide the agreed security personnel as per the requirement and order of the competent person in charge of the PONLAIT which may vary from time to time as per the actual requirement either more or less than the numbers indicated in the invitation to offer document. The deployment shall be round the clock with shift timings as per the labour laws, detailed hereunder.

iii. The working hours of shift will be as follows:-

I Shift - 6.00 a.m. to 2.00 p.m.
II Shift - 2.00 p.m. to 10.00 p.m.
III Shift - 10.00 p.m. to 6.00 a.m.

iv. PONLAIT reserves the right to suggest the Security Agency for replacement of any personnel deployed on finding him unfit/unsuitable/unruly and/or with behavior not acceptable to PONLAIT. On written intimation, the Security Agency is bound to honour the suggestion immediately.

v. The Security Agency has to provide ESI, EPF, GST, TDS, EDLI Group insurance and other facilities provided under the Contract Labour Regulation and Abolition Act, 1970 to its employees without fail. The Security Agency shall be solely responsible for all such statutory obligations with respect to its employees and to its engagement. If, due to the lapse of the security Agency, PONLAIT shall have to pay/incur any cost as principal employer and any legal cost, the amount paid/incurred shall be recovered from the Security Agency out of any claim/amount payable to the Security

Agency. The attested copies of deposit challan for having remitted EPF & ESI contributions to the contract workers and details showing the basic pay etc., should be furnished to PONLAIT for every preceding month failing which the security claims of the Security Agency shall not be entertained for settlement.

vi. The Security Agency shall disburse the wages to security personnel on or before 10th of every month.

vii. The Security Agency shall provide the proper identification (certified passport copy with proof of identity and signature etc.) of the personnel to be deployed beforehand in writing to the authority at the place of deployment and subsequently at the time of each change/rotation as the case may be.

viii. The Security Agency shall ensure that, the personnel to be deployed shall perform their duties in proper uniform and carry identity to be provided by the Security Agency with countersigned by the concerned officer of PONLAIT.

ix. The selected Security Agency shall furnish the particulars in respect of each security personnel deployed at PONLAIT, before the commencement of contract viz., List of security personnel to be deployed by Security Agency at PONLAIT, with Bio Data, proof of Age, Qualification, Aadhar, residential address with contact numbers.

x. The security personnel should be adequately trained in Fire-fighting and First- Aid treatment and must be of good physique within the age group of 18 to 58 years.

xi. The documentary evidence in support of their having satisfactorily carrying out Security service shall be enclosed in the technical bid.

xii. Bids received after the specified date and time shall be summarily rejected.

xiii. PONLAIT will not be responsible for delayed downloading and uploading documents in the web site.

xiv. The signatory of the tender should indicate his/her/their status in which capacity he/she/they have signed and submitted necessary documentary proof admissible in law in respect of such authority assigned to him / her / them by the firm.

xv. Bidders shall quote the price only in the prescribed tender form of BOQ file which can be downloaded from the website complying to all the terms and conditions.

xvi. PONLAIT reserves the right to modify the tender documents by way of amendments, in which case the same will be informed to the respective Bidders by way of publishing as corrigendum in the website.

xvii. PONLAIT may at its discretion extend the deadline for submission of tender by way of notification Corrigendum in website.

xviii. No telephonic / fax offers will be considered.

xix. Bidders will not be permitted to modify the tenders in any form after submission of Bid.

xx. At any time before the acceptance of tender if the information is received that the Bidder is banned or blacklisted by any entity, the tender will not be accepted even if it is the lowest. Copy of affidavit in Rs.20/- Non-Judicial e-Stamp paper duly notarized for the bidder is not blacklisted by the Government / State Agency as per Annexure-III enclosed with this Tender documents.

xxi. If the due date of opening of tender happens to fall on a Bandh or a holiday, the tender will be received and opened at the same time and at the same place on the next working day.

xxii. All bidders are advised to frequently visit the website www.pudutenders.gov.in for any corrigendum / addendum regarding the tender published.

xxiii. Bidders can participate in tender opening or can send one representative with an authorization letter on the day of opening the tender for participation. Without authorization, no one representative will be permitted for participation.

xxiv. The L1 bidder shall be intimated via letter and he shall acknowledge his acceptance by signing an agreement and paying of security deposit.

xxv. The Managing Director, PONLAIT reserves the right to postpone, or cancel the tender. Notwithstanding anything contained in the tender schedule, no obligation will rest on PONLAIT to accept the lowest tender and the Managing Director, PONLAIT shall also have the right to extend/accept/modify/reject any or part or all of the tender.

2. TECHNICAL BID CONDITIONS:-

The Part-I Pre-qualification cum Technical bid shall be submitted in cover, duly wax sealed, superscribed as "Part I-Technical Bid, E-Tender for Engaging Security Service on Contract Basis to PONLAIT for a period of two years from the date of engagement addressed to the Managing Director, The Pondicherry Co-operative Milk Producers'

Union Ltd., Kurumampet, Puducherry-605 009 and submitted either in person or by post so as to reach on or before the time and date specified in the tender schedule.

The Bidders are to submit the Part-I Technical Bid cover enclosing the following documents:

a) Tender Form Cost of Rs.1,000/- + GST 18 % = Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only) (Non-Refundable). **The Tender Form Cost + GST have to be paid through online and is not refundable.**

b) Earnest Money Deposit of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) (Refundable). **The Earnest Money Deposit have to be paid through online.**

c) Scanned copy of bidders' profile (The Bidders Profile/Data is to be furnished by filling the required data as per Annexure I attached in the last page of this Terms & Conditions and enclosed in the Technical Bid).

d) Bidders Acceptance (The Bidders Acceptance shall be furnished by signing in the all pages of this Tender document at right side bottom with office seal).

e) Copy of the Bid Submission confirmation received from the e-Tender website **https://pudutenders.gov.in** should be enclosed.

f) Valid GST Registration Certificates and documents shall be enclosed.

g) Copy of ESI & EPF Registration Certificate with the paid challan for the latest 3 months.

h) Copy of TDS, EDLI Group insurance and other facilities provided under the Contract Labour Regulation and Abolition Act, 1970 to its employees, if provided.

i) Security Agency/Company/Proprietorship/Partnership Registration Certificate.

j) Contract Labour Regulation and Abolition Act, 1970 Registration Certificate.

k) Copy of existence of Branch / Registered office at Puducherry.

l) The security Agency must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961.

m) Experience certificate for having carried out Security Service for minimum 5 years.

n) Performance / satisfactory certificate from Government / Co-operative / Private Companies.

o) Copy of **affidavit in Rs.20/- Non-Judicial e-Stamp paper** duly notarized that the bidder is not blacklisted by the Government / State Agency as per Annexure enclosed with this Tender documents as per annexure III.

p) The Bidders are to upload the scanned copies of the above documents Sl. No. **a to o** in pdf format through Technical Bid cover in the Tender portal of the website www.pudutenders.gov.in.

q) Part-I Technical Bid, wherein the pre-qualification, based on eligibility and experience of the Bidder will be evaluated, considered and decided prior to opening of Financial Bids under Part-II of the tender.

r) The Part – I Technical bid shall be opened in the presence of the Bidders or their authorized representatives who opt to be present during the opening and Bidders are requested to send one representative with an authorization letter on the day of opening the tender for participation. Without authorization no one will be permitted for participation.

s) **The PART-II Financial bid of the Bidders who do not satisfy any/all the terms and conditions specifically so mentioned under PART-I technical bid, shall not be considered eligible and the financial bid shall not be opened.**

3. FINANCIAL /PRICE BID Conditions:

a. The Price bid should be submitted in BOQ file .xls format only through https://pudutenders.gov.in

b. The BOQ file shall be downloaded from the https://pudutenders.gov.in and entered the rate as detailed below only.

c. Enter the Bidder Name in the cell against Bidder name.

d. Enter the charges per day per person in Rupees and paise inclusive of all statutories and other taxes in column No.5 of the BOQ file.

e. There should not be inserting of worksheet or any other data in this BOQ file.

f. After the above entries the file shall be saved and uploaded in the https://pudutenders.gov.in

g. **Non-compliance of the above clause shall entail in summarily rejection of the tender as per the terms and conditions of the tender.**

h. **The Part-II Financial Bid of the Bidders who do not satisfy any/all the terms and conditions specifically so mentioned under Part-I Technical Bid, shall not be eligible to participate further in the tender.**

i. Part-II Financial Bid, wherein the rates tendered by those who qualify for and are selected as per the terms and conditions prescribed in Part-I Technical Bid only will be opened, considered and decided for the award of the contract for the work.

j. **The Part-II Financial bids shall be opened after opening of the Part-I pre qualification/technical bids, in BOQ file uploaded in https://pudutenders.gov.in**

4. E.M.D. Payable Conditions:

a. All Bids must be accompanied with the prescribed amount of EMD Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) (returnable) through **Internet Banking / NEFT / RTGS** at the time of submission of bid. (Instructions given in tender document – Instructions to Bidder – Sl. No.6) and it will not carry any interest.

b. Along with EMD amount, the tender form cost Rs.1,180/- including GST 18 % (Rupees One Thousand One Hundred and Eighty only) (Non returnable) have to be paid through **online payment** through Internet Banking / NEFT / RTGS.

c. **No other form of remittance shall be accepted**.

d. No Exemption from the payment of EMD.

5. SECURITY DEPOSIT Conditions:

a. After evaluation and finalization of pre qualification / technical bids and financial bids, selected Bidders would be required to sign an agreement and furnish a **Security Deposit to the value of 5% of the Tender value**.

b. The Security Deposit shall be remitted by way of **Demand Draft** from any Nationalized Bank / Scheduled Bank drawn in favour of "**The Pondicherry Co-operative Milk Producers' Union Ltd."** **payable at Puducherry. No interest shall be paid on Security Deposit.**

c. No exemption will be given for payment of Security Deposit under any circumstance as per Act and the same should be remitted by Demand Draft within 15 days of intimation of acceptance of tender. Bank guarantee will not be accepted.

a. The security deposit will be refunded only after expiry of the contract period on satisfactory complying of the Security Service by way of submitting no dues certificate from the concerned sections.

b. If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited and the decision of PONLAIT is final.

c. If PONLAIT incurs any loss / additional expenditure due to the negligence of the contractor in connection with the Service during the period of contract, the same shall be recovered from the contractor together with all charges and expenses and the decision of PONLAIT is final.

d. The breakages or damages, if any, caused by the contractor to the property of PONLAIT, the cost will be recovered from the contractor and the decision of PONLAIT is final.

e. No interest shall be paid on Security Deposit.

f. If for (or) any reasons whatsoever, if the successful bidder did not comply with the terms & conditions including technical specifications during and in the course of contract period, the contract will be terminated, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor and the decision of PONLAIT is final.

6. AGREEMENT Conditions:-

- The successful Bidder has to execute an agreement on Rs.100/- non judicial stamp paper incorporating the terms and conditions of the contract of security service within 15 days from the date of intimation of the acceptance of the tender. In case of default of either of the conditions (i.e.) remitting the security deposit and execution of the agreement within the time allowed, the bid will not be accepted and the decision of PONLAIT is final.

7. Tender Rate Conditions:

- The rates quoted will remain firm throughout the period of contract. Once the contract is awarded to the bidder, the charges payable to the bidder for the Service extended will be only at the rate accepted and finalized by PONLAIT. Even during the extension of the contract period, the **bidder will be paid the same tender approved rate. The bidder cannot claim any extra amount on this account.**

8. PAYMENT CONDITIONS:

a. NO ADVANCE PAYMENT WILL BE MADE.

b. The tender rate will be paid on every month on submission of invoice in duplicate.

c. If applicable TDS will be deducted at the time of payment.

d. The bill / invoice shall be submitted to the Head Office for passing and payment by cheque after obtaining Security Service completion certificate from concern section.

e. <u>NO OTHER TERMS ON PAYMENT WILL BE ENTERTAINED</u>

9. PENALTY CONDITIONS:

Sl. No.	Conditions	Penalty
1.	Any Theft or Missing of articles / Pilfering Milk/ Milk Products along with the crates.	Penalty of Rs. 500/- or 10 times of the cost of products, whichever is higher will be imposed and recovered from the Security Agency
2.	Milk / Milk Products supply in excess of the indented quantity	Minimum Penalty of Rs. 500/- or double the cost of excess quantity whichever is higher will be recovered from the security bills of the Security Agency.
3.	Any loss / damage caused to PONLAIT property	The cost thereof shall be recovered from the Security Agency bills.
4.	Any security guard found sleeping / found misbehaving while on duty / not in proper Uniform.	Charges will not be paid on that day and in addition one day charges will be recovered from the security bills of Security Agency. Further, the concerned security guard should not be engaged in PONLAIT.
5.	Any security guard not found on duty / not available at the earmarked place of duty/spot	
6.	Any security guard is found in intoxicated condition / unparliamentary words / filthy languages including manhandling with others	
7.	If the Security Agency fails to execute the contract satisfactorily at the tendered rate.	The security deposit will be forfeited besides blacklisting from further engagement and the decision of PONLAIT is final.

10) DISPUTES AND ARBITRATION:

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

I. THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of / under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) hereinbelow, and that the award made in pursuance thereof shall be binding on the parties;

II. AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;

III. AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry;

IV. AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Managing Director, The Pondicherry Co-operative Milk Producers' Union Ltd. (PONLAIT) shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

Provided that before requesting the Managing Director, The Pondicherry Co-operative Milk Producers' Union Ltd. (PONLAIT) for appointing an Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Managing Director, The Pondicherry Co-operative Milk Producers' Union Ltd. (PONLAIT).

V. AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;

VI. AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

VII. AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing

the arbitration process and the broader dispute resolution within 6 months or utmost with an extension, on mutual consent, of another 6 months;

VIII. AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2 % on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

IX. The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

X. AND THAT, in so far as Arbitration is concerned, the terms and conditions of this Chapter shall prevail over anything to the contrary that may be spelt out in the contract agreement.

11) LEGAL JURISDICTION:

In case if either party to the tender is aggrieved by the award of the Arbitrator so appointed as per clause or otherwise, they can appeal to court. The courts situated in Pondicherry shall have jurisdiction to entertain such disputes.

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12) CAUTION:

a. Non-compliance of the EMD and tender form cost clause entail in summarily rejection of the tender as per the terms and conditions of the tender.
b. No exemption for security deposit will be given and it is to be paid by Demand Draft. Form XVI will not be given for concessional rate of Tax.

The Managing Director, PONLAIT reserves the rights to extend/reject/accept any/part/all tenders with or without assigning any reason thereof.

Dy. Manager (Admin) Manager (Mktg.) Manager (DP)

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Technical Bid – Check List

Kindly ensure compliance of the under mentioned requirements as per Tender terms and conditions for opening and evaluation of Technical Bid.

S.N.	Details	Yes/No
1	Sealed cover and duly superscripted as **"Tender for Engaging Security Service on Contract basis to PONLAIT ".**	
2	Tender Form cost of Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only)	
3	EMD of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) .	
4	Bidders Profile/Bidders Data Annexure-I.	
5	Bidders Acceptance of Terms and Conditions.	
6	Copy of the Bid Submission confirmation received from the e-Tender website.	
7	Valid GST Registration Certificate and documents	
8	Copy of ESI & EPF Registration Certificate with paid challan for latest 3 months.	
9	Copy of TDS, EDLI Group insurance and other facilities provided under the Contract Labour Regulation and Abolition Act, 1970.	
10	Copy of affidavit in Rs.20/- Non-Judicial e-Stamp paper duly notarized for the bidder is not blacklisted by the Government / State Security Agency as per Annexure II.	
11	Security Agency / Company / Proprietorship/ Partnership Registration Certificate.	
12	Contract Labour Regulation and Abolition Act, 1970 Registration Certificate	
13	Copy of Existence of Branch / Registered Office at Pondicherry.	
14	Copy of the Permanent Account Number (PAN) under Income Tax Act, 1961	
15	Previous experience in having carried out Security Service for minimum 5 years to any Government / Co-operative / Private Companies. Previous work order copies along with Satisfactory performance / Completion certificate from them.	

After the verification of above documents by the Tender Committee the tenders of the bidders will be admitted in the Technical Bid and then only the Price Bid will be opened.

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ANNEXURE - I

Bidders Profile/Bidders Data

1	Name of the Bidder	
2	Registered Office Address	
3	Address for communication	
4	Contact person Name	
5	Phone land line	
6	FAX Number	
7	Mobile Number	
8	E-mail Id	
9	Income Tax PAN Number (Copy should be enclosed)	
10	GST Number	

DECLARATION

The above information is correct and true in all respects and I / we undertake to inform you if any change in the above particulars regarding our business from time to time.

Date:
Place:

Signature of Authorized Representative
of the Tenderer under proper seal

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ANNEXURE - II
(Specimen of Affidavit)
Affidavit

I……S/o……R/o……..…….....
.....
.....hereby solemnly and declare as under:-

1. That I or my partners or my firm is not blacklisted by any Government /Firms/Co-operative / Organization connected with the Security Service contract.
2. That it is my true statement and I shall be responsible for any false statement.

DEPONENT

Verification:
Verified at …….. on this …… day of ……. that the contents of this above affidavit are true and correct to the best of my knowledge and belief.

DEPONENT

Signature of the tenderer with Seal

Note: Affidavit should be typed in Rs.20/- Non-Judicial Stamp paper and signed in front of Notary Public.

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SECURITY SERVICE OPERATING GUIDELINES

Inviting Bidders to participate in E-Tender for Engaging Security Service on Contract basis to PONLAIT for a Period of two years from the date of engagement

I. Requirement of Security Guard and Officers Details:

Designation	Ariyur Land	Head Office (Admin)	Cattle Feed	Mktg Office	Dairy Wing	No. of persons required
Security Officer	-	-	-	-	1	1
Asst. Security Officer	-	1	-	-	6	7
Men Security Guard	3	3	3	3	30	42
Women Security Guard	-	-	-	-	2	2
Total						**52**

II. Special Terms and Conditions

1) The Security Agency shall provide the agreed security personnel as per the requirement and order of competent person in-charge of the Pondicherry Co-operative Milk Producers' Union Ltd.,(Hereinafter referred as PONLAIT) which may vary from time to time as per the actual requirement either more or less than numbers indicated in the invitation to offer document. The deployment shall be for round the clock with shift timings as per the labour laws, detailed hereunder.

2) **The working hours of shift will be as follows:-**

I Shift - 6.00 a.m. to 2.00 p.m.
II Shift - 2.00 p.m. to 10.00 p.m
III Shift - 10.00 p.m. to 6.00 a.m.

3) The Security Agency has to provide ESI, EPF, GST, TDS, EDLI Group insurance and other facilities provided under the Contract Labour Regulation and Abolition Act, 1970 to its employees without fail. The Security Agency shall be solely responsible for all such statutory obligations with respect to its employees and to its engagement. If, due to the lapse of the Security Agency, PONLAIT shall have to pay/incur any cost as principal employer and any legal cost, the amount paid/incurred shall be recovered from the Security Agency out of any claim/amount payable to the Security Agency. The attested copies of deposit challan for having remitted EPF & ESI contributions to the contract workers and details showing the basic pay etc., should be furnished to PONLAIT for every preceding month failing which the security claims of the Security Agency shall not be entertained for settlement.

4) The Security Agency shall disburse the wages to security personnel on or before 10th of every month.

5) The Security Agency shall provide proper uniform with required accessories such as Identity card, whistle, torch lights, walky-talky etc., to the Security Guards and shall ensure that their turnout is smart in all respects. Rain coats and Rain boots should be provided to them during the rainy season.

6) The Security Agency shall provide the proper identification (certified passport copy with proof of identity and signature etc.) of the personnel to be deployed beforehand in writing to the authority at the place of deployment and subsequently at the time of each change/rotation as the case may be.

7) The Security Agency shall ensure that, the personnel to be deployed shall perform their duties in proper uniform and carry identity to be provided by the Security Agency with countersigned by the concerned officer of PONLAIT.

8) The Security Agency shall furnish the particulars in respect of each security personnel deployed at PONLAIT, before the commencement of contract viz., List of security personnel to be deployed by Security Agency at PONLAIT, with Bio Data, proof of Age, Qualification, Aadhar, residential address with contact numbers.

9) The security personnel should be adequately trained in fire-fighting and First- Aid treatment and must be of good physique within the age group of 18 to 58 years.

10) The duties of the Security Personnel so deployed shall include general checking/searching of all types of vehicle at time of entry/exit from the Unit/Dairy complex and searching of persons including employees, workers and outsiders at the time of entry/exit from Unit/Dairy complex to prevent unauthorized movement of persons/materials from the premises to outside of the premises at each and every entry/exit points in such manners as specified hereinafter:

a. No person, other than the staff/officials of PONLAIT including Chairman, Managing Director and Visitors authorized by the Managing Director / Plant Manager/Plant-In- Charge shall be allowed to the factory/office premises. The staff of PONLAIT will be permitted to go inside the Unit/Dairy/Office premises on valid proof of identity provided by PONLAIT.

b. No article shall be allowed to come in and go out of the Unit/Dairy/ office premises other than those authorized by way of Gate pass issued by the Officers nominated by Plant Manager / Respective Unit Head or any other authorized persons nominated by them.

c. All the vehicles leaving the Unit/Dairy/ office premises shall be checked thoroughly, physically and the number of articles/goods should be noted in the daily movement register and to affix security seal on the invoice /challan after due verification of such goods/articles at the time of entering into Unit/Dairy/ office premises etc., The Security Guard or the Head Guard on duty should go to the vehicles and check the contents. The Security Agency should ensure the correctness/bonafide of the articles/goods, empty tubs/cans brought inside the Unit/Dairy/ office premises as per the slip

entry or records. Due to the lapses of the security personnel/s, if any loss is incurred by PONLAIT the Security Agency shall be liable to compensate the same.

d. The Security Agency shall arrange for the maintenance of Registers for making entries of all persons entering and leaving the Unit/Dairy/ office premises etc. The Security Agency shall maintain materials in/out Register and other registers prescribed by PONLAIT.

e. The Authorized person/Supervisor of the Security Agency shall visit the site/sites regularly and for monitoring security activities vis-à-vis the security requirement, and shall have regular consultation/meeting with the concerned Unit Head/Plant Manager for proper security cover.

g. The Security Agency shall be solely responsible for any theft or missing of articles or any other property of PONLAIT. If any personnel of the Security Agency found involved in activities incompatible to the job assigned, illegal activities within the premises like theft of products/any articles/assets of PONLAIT without proper document, found pilfering milk/milk products along with the Crates, a minimum penalty of Rs.500/- or 10 times of the cost of products/articles, whichever is higher will be imposed and recovered from the Security Agency.

h. The Security Agency shall also be held responsible if the security personnel in connivance with staff/employees of PONLAIT/outsiders/staff of the transport vehicles indulged in activities mentioned at.

i. The Security Agency shall maintained following registers:

   i) Material Inward Register

   ii) Material Outward Register

   iii) Visitor Register

   iv) Material Returnable Register

v) Milk Despatch Register

vi) Empty Tubs Register

vii) Employees Attendance Register

viii) Milk Tanker Register

ix) Private Tanker Register

x) Product Despatch Register

j. The security guards, Head Guards etc., posted by the Security Agency shall be under the administrative control of the Security Agency and their operational control shall be duly undertaken in close consultation with authorized officer of PONLAIT.

k. In case any accident, the compensation as levied upon the Competent Authority under Employees Compensation Act shall have to be paid by the Security Agency to Legal Heir of the deceased or the person concerned in case of partial or total disablement.

11) The Security Agency/Contractor shall immediately rectify the any short-fall or lapses on the part of the Security guards/Head guards deployed and arrange to replace them on receipt of intimation to that effect from the Authorized Officers or concerned Unit Heads of PONLAIT.

12) The Security Agency shall arrange to provide substitute for weekly-off days and leave of absence of the security personnel deployed by them without any extra payment for such substitutes.

13) The Security Agency shall make necessary arrangements for frequent regular surprise visit and check by the supervising staff. The authorized officers will also make surprise inspection of the security arrangements, availability of security personnel/staff and report the short fall or lapses on the part of the security wing to the Security Agency from time to time. The contractor shall take needed action immediately to rectify the shortcomings including replacement of personnel if required.

14) Apart from the duties/responsibilities expressed hereinabove for the Security Agency, the security personnel shall be instrumental for proper verification of loading and unloading of milk/products/crates etc., on arrival and departure of vehicles meant for the purpose efficiently and within time. Any irregularities such as unauthorized loading, loading more than the authorized quantities, certifying more than the quantity unloaded shall attract penalty. The penalty shall be the double the amount of the lapse committed, on finding by the authorized officers of PONLAIT/Shift in-Charge/Plant Manager either on surprise checking or on regular checking, if found to be out of unscrupulous activities of the guards/personnel of the Security Agency in charge.

15) PONLAIT reserves the right to order the Security Agency to discontinue any of the personnel of the Security Agency without assigning reasons whatsoever. On such order the Security Agency shall immediately arrange a replacement.

16) The Security Agency shall arrange for job rotation of the security personnel so as to ensure that no person is allowed to continue in the same area of responsibility for a long time except on special cases with due permission/consent of competent authorities of PONLAIT.

17) The Security Agency shall not deploy any Ex-employee of PONLAIT for security work under the agreement.

18) The Security Agency shall ensure that no security personnel deployed under the agreement can form any union/association or participate In any association/union directly/indirectly related to the activities of PONLAIT and make any demonstration against PONLAIT.

19) The security personnel to be deployed under the agreement shall be the employee of the Security Agency to be engaged, and under no

circumstances there services shall be hired under an impression of future absorption in PONLAIT.

20) It shall be competent for the Plant Manager/In-Charge/Officer appointed by PONLAIT to give suggestions/instructions from time to time to the security personnel deployed by the Security Agency on all matters relating to the Security arrangements, procedure and manner of checking of the movement of men and materials etc., and the security personnel deployed by the Security Agency shall comply to such instructions and report all matters, corresponding to the responsibility assigned, to the said officer of PONLAIT for the smooth functioning.

21) The Security Agency shall be held responsible for any loss/damage caused to PONLAIT and the cost thereof shall be recovered from the claim of the Security Agency in the event of any such loss or damages sustained by PONLAIT due to theft/burglary or pilferage of articles materials and properties of PONLAIT or unprofessional conduct of the personnel deputed/engaged by the Security Agency or due to lapse of the Security Agency or due to unholy nexus between the personnel of Security Agency and PONLAIT.

22) The Security Agency shall volunteer for the formation a committee consisting of its' nominee/s and officers of PONLAIT to determine the loss/damage caused to PONLAIT due to the unprofessional act expressed hereinabove and due to the act incompatible to the job entrusted to the Security Agency not expressed herein after due enquiry into the matter and send a report to PONLAIT for recovery and subsequent action. If any complaint is required to be lodged with the police, the Security Agency shall co-ordinate with the exercise and all legal cost to be incurred by PONLAIT shall be recovered from the Security Agency.

23) The Security Agency shall be liable in the event of detection by PONLAIT Officials of any excess quantity of Milk sachets or products loaded for

dispatch in excess of the indented quantity after the security check by the staff of the Security Agency and PONLAIT shall impose a fine of minimum of Rs.500/- or double the cost of excess quantity whichever is higher on the Security Agency and recover from the Security Bills of the Security Agency besides non-payment / deduction of service charge in respect of the concerned Security Personnel on duty for that date or at the time of occurrence of such lapses.

24) In case,

i) Any Security Agency Security Guard is found sleeping / found misbehaving while on duty, or

ii) Any security guard is not found on duty/s, not available at the earmarked place of duty/spot, or

iii) Any security guard is found in intoxicated condition or using unparliamentary words/filthy languages including manhandling with others, the personnel found guilty shall be withdrawn by Security Agency within.

25) 24 hours on receipt of complaint from PONLAIT, Such security personnel shall be replaced immediately by the Security Agency with no additional liability to PONLAIT on such replacement other than those agreed. In addition PONLAIT shall not pay the charges in respect of the concerned security guard for that day if he found to be guilty out of preliminary inquiry and in addition one day charges will be recovered from the security bills of Security Agency.

26) The contract period shall be for two years subject to satisfactory performance, which may be extended on good performance either on same or changed mutually agreed terms and conditions.

27) The Security Agency shall have to execute an agreement if so selected after successful bidding ***and the stipulations made herein shall form part and parcel of the said Agreement if not specifically indicated therein.***

28) In case of any accident the compensation levied upon by the Competent Authority under the Workmen Compensation Act shall have to be paid by the Security Agency to the legal heir of the deceased or the person concerned in case of partial or total disablement.

29) The Security Agency shall not transfer or sub-contract or assign the contract directly or indirectly to any other person/Security Agency or shall not have the power to appoint any other sub-agent.

30) In the event of the Security Agency not being able to provide security arrangements on demand, PONLAIT shall have the right to engage any other Security Agency to fulfill the temporary requirement, and shall have the right to recover the additional expenditure incurred from the claim of the Security Agency.

31) The Security Agency shall also furnish additional security deposit if any demanded by PONLAIT to cover the extent of responsibility of the contractor in respect of statutory requirements, employee welfare and indemnify against loss due to negligence on the part of the Security Agency.

32) PONLAIT is not liable for any employment, and conferment of permanency for the Security Agency security persons.

33) The Security Agency shall be responsible for any accident/ natural illness/injury of the security personnel while performing duty.

34) The Managing Director of this Milk Union reserves the right to accept or reject any one or all the offers without assigning any reason thereof.

35) PONLAIT shall lock and seal the Departments / Stores / Finished Milk and Milk Products section in the presence of the staff of Security Agency each day and open the same along with the Security Agency's staff on the next working day. PONLAIT shall take a list of items, articles in the Departments / Stores / Finished Milk and Milk Products section with the Security Agency

staff and give a list to them before locking the sections and on the next working day when the same is unlocked verify the items along with the Security Agency staff and the Security Agency will be solely responsible for the missing items or articles and it is liable to make good such loss sustained by PONLAIT.

Dy. Manager (Admin) Manager (Mktg.) Manager (DP)

THE PONDICHERRY CO-OP MILK PRODUCERS UNION LTD, No.P.1
Vazhudavur Road, Kurumampet, Puducherry – 605 009.
Phone – 0413 2271607, 2272202
e-mail id : ponlaitmd@gmail.com

BIDDER INSTRUCTIONS

E-TENDER FOR ENGAGING SECURITY SERVICE ON CONTRACT BASIS TO PONLAIT FOR A PERIOD OF TWO YEARS FROM THE DATE OF ENGAGEMENT

(Two Bids System)

1. The Bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.

   More information useful for submitting online bids on the e-Procurement Portal may be obtained at: https://pudutenders.gov.in.

2. **REGISTRATION**

i. Bidders are required to enroll on the e-Procurement module of the e-Procurement Portal (URL: https://pudutenders.gov.in) by clicking on the link "Online bidder Enrolment" on the e-Procurement Portal which is free of charge.

ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.

iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any of the Certifying Authority recognized by CCA India (e.g. nCode, eMudhra etc.), with their profile.

v. Bidder then log-in to the site through the secured log-in by entering their user ID / password and the password of the Digital Signature Certificate.

3. **SEARCHING FOR TENDER DOCUMENTS**

i. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, Organization Name, Location, Date, Value, etc.

ii. Once the bidders selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

iii. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

Bidder should take into account corrigendum published on the tender document before submitting their bids.

i. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

ii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally they can be in PDF format. Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document. Maximum size of the bid document shall not exceed 35 MB.

5. SUBMISSION OF BIDS

i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date/time. Bidder will be responsible for any delay due to other issues.

ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

iii. All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Confidentiality of bids is maintained using the Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Department's bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

iv. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

v. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission acknowledgement which is downloadable/printable. This acknowledgement may be used as an entry pass for any bid opening meetings.

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6. ONLINE PAYMENT OF EMD & TENDER FEES

The bidders have the option to make payment of EMD & Tender fee through the following modes:

i) Internet Banking

ii) NEFT/RTGS.

In Internet banking, bidders shall make payments using his/her internet Banking enabled account with any of the banks listed in the Annexure enclosed. The Payment Gateway will display a list of banks wherein the bidder has to choose his bank. Upon selection, the bidder will be taken to the login page of his/her bank. The bidder has to Login and proceed for paying the Tender fees/EMD. If the transaction is successful, system will be redirected to the e-Tendering portal for submission of bid.

To facilitate Bidders who do not have Internet banking facility, payment can be made offline through NEFT/RTGS mode. In this option, the bidder has to take print-out of the NEFT/RTGS payment Challan auto-generated by the system and visit his/her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference (UTR) number in the e-Procurement portal. It is advised that the bidders make payment one day in advance for validation purpose.

Bid submission can be done immediately when EMD/Tender fee is paid through “Internet Banking” mode when compared to NEFT/RTGS mode of payment.

During evaluation of tender, EMD of unsuccessful bidders will be automatically refunded to the bidder’s account from where they initiated payment.

7. ASSISTANCE TO BIDDERS

For Training/clarification regarding online bid submission, contact e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. Help-Line: (0413) 2220225

ADDITIONAL INSTRUCTIONS:

1. Tender documents are available only in electronic format which bidders can download free of cost from website https://pudutenders.gov.in and www.py.gov.in

2. Bidders who wish to participate in this tender will have to be registered on https://pudutenders.gov.in as bidder enrollment and registration of digital signature certificate should be carried out two days well before participating in the tender as

per the guidelines in Bidders manual kit and Registration of bidders through https://pudutenders.gov.in/nicgep/app;jsessionid=F51D275812C79E1AFF57AAC10F83C389?page=BiddersManualKit&service=page.

3. Technical bid required to be submitted in physical form with required Tender document Fee, Earnest Money Deposit, Tender Documents (Duly signed and sealed), and required relevant copies of documents and experience Certificate. Price bid should be submitted online through the websitehttps://pudutenders.gov.in.

4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Signature Certificate as per Information Technology Act, 2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact e-procurement Cell, Puducherry for clarifications and further details, who are licensed Certifying Authority by Government of India.

5.All bids should be digitally signed, for details regarding Digital Signature Certificate and related training involved, bidders may contact at the below mentioned address;
Local Help Desk: e-Procurement Cell,
3rd Floor, Chief Secretariat,
Puducherry – 605 009.
Telephone: **0413-2220225 / 0413-2233262**
Toll Free: 180030702232
Email: support-eproc.py@supportgov.in
National Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787, Mobile: 91-7878007972 and 91-7878007973.

6. Kindly take note that, valid Digital Signature Certificates is must for all the interested Registered Companies, Cooperative Societies, Firms, or any other legal entity from within Union Territory of Puducherry.

7. **Online tendering process is not possible without valid Digital Signature Certificate**.

8. Interested bidders are advised to complete their procedure for taking Digital Signature Certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

9. If any Bidder fails to submit the on-line tender due to pending procedure for taking valid Digital Signature Certificate or any other reason; neither e-procurement cell nor PONLAIT is responsible for it.

10. If the bidders who have no knowledge to participate in on-line tenders, they are advised to contact e-procurement cell, Puducherry for guidance and further clarification.

11. Free vendor training camp will be offered by e-procurement cell, Puducherry during the tender schedule during working days at office hours. Bidders can take benefit of the same after sending written confirmation / consultation over phone in advance, if necessary.

12. All the correspondence in respect to training, support or Digital Signature Certificate should be addressed to e-procurement cell, Puducherry on the above-mentioned address.

13. No physical submission of price bid will be entertained as it should be furnished on-line only. Also, no fax, email, SMS, letters or any other form of communication will be entertained for the same.

14. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the Bidder.

15. Any attempt to submit price bid through mode other than online will result in cancellation of bid and forfeiture of EMD of the bidder concerned.

16. Interested Bidders can view the tender documents namely Tender Notice, Terms and Conditions, Bidder Instructions and Technical Specification on line and completely after reading only can participate in the tender. Bidders can download tender documents as mentioned above.

17. Bidders who wish to submit their offer shall pay tender document cost & Earnest Money Deposit online in the websitehttps://pudutenders.gov.in.

18. Bidders shall have to submit Technical Bid cover both off-line and on-line mode and Hard copy to Ponlait Head Office and Soft copy uploading in the website with required documents eligible for Technical Bid mentioned in the check list.

19. (B) Price Bid / Financial Cover (.xls format)
The Bill of Quantity (BOQ) must be uploaded after entering the rate in the BOQ for the Tender.
a) Bidder shall enter the name of the firm on BOQ only.
b) Bidders are requested not to edit or change or insert worksheet for any item
c) Rates are to be filled only on BOQ (in .xls format) sheet only at permitted cell.

20. The price bids would be opened for those bidders who meet the criteria of eligibility and selection in the Technical Bid.

21. The final results of the e-tender process are binding on all bidders and PONLAIT. Any requests for cancellation received after the conclusion of the on-line bidding shall result in the forfeiture of the EMD.

22. All bidders are advised not to wait till last date to submit their tender / bid. PONLAIT shall not be responsible for any inconvenience in website and no extension in deposition of tender / bid be allowed for any bidder.

23. All bidders are advised to participate in the pre-bid meeting on the date as mentioned in the e- tendering system details for further clarification to submit and complete the tender procedure in the on-line tendering process.

24. Bidders are requested to send one representative with an authorization letter on the day of opening the tender for participation. Without authorization no one will be permitted for participation.

25. The L1 bidder shall be intimated via letter and he shall acknowledge his acceptance by signing an agreement and payment of security deposit.

26. All bidders are advised to frequently visit the website www.pudutenders.gov.in for any corrigendum / addendum regarding the tender published.

The Managing Director, PONLAIT reserves the rights to extend/reject/accept any/part/all tenders with or without assigning any reason thereof.

Dy. Manager (Admin) Manager (Mktg.) Manager (DP)

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List of Banks available at present with the ICICI Bank-Payment Gateway

Sl. No	PARTICULARS
1	Allahabad Bank
2	Andhra Bank
3	Axis Bank
4	Bank of Bahrain and Kuwait
5	Bank of Baroda
6	Bank of India
7	Bank of Maharashtra
8	Canara Bank
9	Central Bank of India
10	City Union Bank
11	Corporation Bank
12	CSB Bank Ltd
13	DCB BANK Personal
14	Deutsche Bank
15	Dhanlaxmi Bank
16	Federal Bank
17	HDFC Bank Retail
18	ICICI Bank
19	IDFC First Bank
20	Indian Bank
21	Indian Overseas NetBanking
22	Indusind Bank
23	Jammu and Kashmir Bank
24	Karnataka Bank
25	Karur Vysya Bank
26	Kotak Mahindra Bank
27	Lakshmi Vilas
28	Oriental Bank Of Commerce
29	Punjab and Sind Bank
30	Punjab National Bank
31	RBL Bank Limited
32	Shamrao Vithal Co-op. Bank Ltd
33	South Indian Bank
34	Standard Chartered Bank
35	State Bank of India
36	Syndicate Bank

37	Tamilnad Mercantile Bank
38	UCO Bank
39	Union Bank of India
40	United Bank of India
41	Vijaya Bank
42	Yes Bank