Government of Tamilnadu
O/o.the Chief Executive Officer,
Tamilnadu State Agricultural Marketing Board
Thiru-vi-ka Estate, Guindy, Chennai-600032

#### **BID DOCUMENT**

Providing Man power engaging sweeper and watch man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB),Guindy,Chennai-32 from August 2024 to July 2025

O/o.the Chief Executive Officer, Tamilnadu State Agricultural Marketing Board, Thiruvi-ka Industrial Estate, Guindy, Chennai-600 032.

#### **TENDER NOTICE FORM**

Providing Man power engaging sweeper and watch man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB),Guindy,Chennai-32 from August 2024 to July 2025.

(TWO COVER SYSTEM)

1.	Tender Notice No.	T.08/Sr.DO/F.1157/2024/Dated:16.07.2024

Tender Date Dated: 06.08.2024

2. Name of work Providing Man power engaging sweeper and watch

man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB), Guindy,Chennai-32 from August 2024 to July 2025.

House Keeping - 10 Nos., Security Guard - 9 Nos

(The number of Security Guard can be increased or decreased as per the requirement from time to time.)

3. Estimated cost (i) Rs. 42.51 Lakh

4. Earnest Money Deposit (ii) Rs.51,000/-

5. Last date of Sale of Tender form 05.08.2024 Upto 5.45 PM)

6. Last date of receipt of tender form Upto 06.08.2024 (3.00 PM)

7. Time & Venue for opening of Tender

(Technical Bid)

06.08.2024 at 3.30 PM

O/o.the Superintending Engineer,

Tamilnadu State Agricultural Marketing Board, Thiru-vi-

ka Industrial Estate, Guindy,

Chennai-600032.

8. Validity of tender Offer 90 days

9. Cost of Tender form Rs. 9000 in the name of CEO TNSAMB, Chennai-32/-

and Rs.1620/- in the name of Executive Engineer,

TNSAMB, Chennai-32 Payable at Chennai.

10. Date of issue of DD with date & Amt.

(To be filled in by Tenderer)

11. Issued in Favour of

(To be filled in by Tenderer)

12. Downloading of bid document

The tender schedules can also be downloaded from the web site www.agrimark.tn.gov.in at free of cost upto 05.08.2024,

5.45PM.

#### **SCHEDULE "A"**

#### **SCHEDULE OF RATES AND APPROXIMATE QUANTITIES**

- (a). The quantities given here are those upon which the lump sum tender cost of the work is based but they are subject to alternations omissions, deductions or addition as provided for in the conditions of this contractor and do not necessarily show the actual quantities of work to be done. The units rates noted below are those Governing payment for extras or deductions or omissions according to the condition of the contract, as set forth in the preliminary specification and other conditions of contract.
- (b) The rates **excluding GST** quoted are for the work of Providing Man power engaging sweeper and watch man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB),Guindy,Chennai-32 from August 2024 to July 2025 in site and complete in every respect.

Item	Probable quantity (in figures & words)	Description of work	Special	RATE (in figures & words)	UNIT (in figures & words)	Amount in figures.
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#### Vide separate sheet enclosed

Note: the second sub division of this column (i.e. column 2) is for entering description in words such as number.

Contractor

Sd/-(xxxxx) Superintending Engineer, TNSAMB, Chennai – 32.

#### SECTION-I

#### **GENERAL INSTRUCTIONS**

- 1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
- In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Chennai city only.
- 3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 4. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job.
- 5. Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
- 6. It is implied that the tenderer has to be obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract by himself and has satisfied him/her before making the offer, Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
- 7. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work that that originally anticipated.
- 8. The tenderer who are confident of executing the contract in time by employing the required resources should only participate in this tender offer.
- 9. The tender schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied himself/herself with the terms and conditions of the tender document.

#### 10. SUBMISSION OF BIDS

The tenders should be submitted in wax sealed covers super scribed " Providing Man power engaging sweeper and watch man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB), Guindy, Chennai-32 from August 2024 to July 2025 to O/o. The Superintending Engineer , Tamilnadu State Agricultural Marketing Board, Thiru-vi-ka Industrial Estate, Guindy, Chennai-600032. Tender without wax seal cover will summarily rejected.

The tender should be addressed to the Superintending Engineer , TNSAMB, Chennai and should be deposited in the tender box placed in the chamber of O/o. Superintending Engineer, TNSAMB, Chennai or by registered/speed post.

#### Method of preparation of bid

 Bid for each tender should be submitted in two separate sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Should contain EMD and
		documents related to the tender
Second	Financial Bid	Rates duly quoted by the tenderer
		in the prescribed format

On all these envelopes the name of the firm and whether "Technical" OR "Financial" bid must be clearly mentioned and should be property sealed, Seal means wax sealed. The document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected.

- b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in O/o.CEO, TNSAMB, Chennai. The tenderer thus should give certificate that none of his/her relative is working in O/o.CEO, TNSAMB, Chennai. A declaration to this effect should also furnished by the tenderer as per Annexure.

#### 11. **LATE BIDS:**

Tenders received after the specified time of closing of the tender and the same shall be and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

- 12. The tenderer shall quote the rate in English only, both in words and figures only in the manner as specified for every mentioned item separately.
- 13. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.
- 14. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorized representative, a duly certified copy of the power of attorney, signs it in that behalf shall accompany the tender. In case of the partnership firm, attested true copy of the partnership deed must be submitted along with the tender, Similarly in case of company the attested copy of Memorandum of Article & Association should be enclosed.
- 15. The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also will sign wherever required in the tender document as his acceptance of each term and conditions of the contract
- 16. Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of Executive Engineer, TNSAMB, Chennai, payable at Chennai as mentioned in the notice inviting tender Earnest Money in the form of cheque or in any other form will not be accepted.
- 17. Interest shall NOT be payable on the Earnest Money deposit.

18. The Earnest Money of the successful tenderer will be adjusted towards security deposits and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within three months from the date of opening of tenders.

#### **DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER (Technical Bid)**

- 19. The following documents must be submitted by the bidder with technical bid.
  - a) Proforma for bidder's details
  - b) Earnest Money Deposit in the form of DD in favour of **Executive Engineer**, TNSAMB, Chennai payable at Chennai.
  - c) Tender document(s), in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialled with date by the tenderer or his authorized representative.
  - d) The contacting firm / agency / company should be registered with appropriate authorities in the **Chennai city** and attested copy of registration may be attached (EPF, ESI, Service Tax, Income Tax & Labour)
  - e) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
  - f) Certificate regarding 'non-black-listed'
  - g) Self-attested copy of service tax registration certificate, if applicable, issued by competent authority.
  - h) Self-attested copy of EPF.
  - i) ESI registration, should be done in **Chennai district only**, with competent authority.
  - j) Self-attested Copy of PAN/GIR Card.
  - k) Copy of Income tax returns filed for the last three years.
  - Certified extracts of the Bank Account containing transactions during the last three years.
  - m) Copy of experience certificate of similar work for at least three years for supplying Security Services to Government Departments for outsourcing the services during last three years, in **Chennai**.
  - n) Self-attested copy of service tax/GST registration.
  - o) The Contractor should furnish a certificate for having paid employee's provident fund scheme as may be specified by the Central Provident Fund Commissioner, in respect of the membership of employees and enrolled as member as per section 5 read with sub section (1) of section 7 of the employees provident fund and miscellaneous provision act 1952(19 of 1952). A copy of registration from Regional Provident Fund Commissioner should also be enclosed.
  - p) Latest copy of GST remitted should be attached.
  - q) Certificate in respect of renewal of business of private security agency from the Director General of Police and Controlling Authority Chennai.
  - The tenderer should submit licence from the controlling authority as per section 7 of Private Security Agency (Regulation Act 2005).(Mandatory)

#### 20. **REJECTION OF TENDERS**

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders;

- a) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
- b) If the tender is not duly signed, or not found proper or complete to the satisfaction of Superintending Engineer, TNSAMB in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- e) Without assigning any reason thereof.
- 21. The tender submitted by tenderer will remain valid for acceptance for maximum period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of Superintending Engineer, TNSAMB to revoke or cancel his tender or to vary the tender submitted or in term thereof. The Superintending Engineer, TNSAMB shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the Superintending Engineer, TNSAMB in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the Superintending Engineer, TNSAMB in writing.
- 22. The Superintending Engineer, TNSAMB reserves the right to award the contract. The decision of Superintending Engineer, TNSAMB, Chennai in this regard shall be final and binding.

#### 23. SIGNING OF THE CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement within 10(Ten) working days of being called upon on a non-judicial stamp paper of Rs.100/- (Rupees One hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and Superintending Engineer, TNSAMB are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

24. The Superintending Engineer, TNSAMB reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of Superintending Engineer, TNSAMB under this clause shall not construe the breach of contract.

#### 25. **FORFEITURE OF EARNEST MONEY**

- In the event of failure of the tenderer to execute the Agreement or failure to remit the required **security deposit of 5% of agreement value including GST** within ten working days of being called upon to do so, the amount of Earnest Money shall stand forfeited. The acceptance of the tender will be reconsidered or revoked or cancelled at the discretion of Superintending Engineer, TNSAMB which will not amount to imposing of penalty.
- 27. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be

summarily rejected and action to black-list the tenderer will be taken by the competent authority.

- 28. No Gazetted Officer employed in CEO, TNSAMB is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Government as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the CEO, TNSAMB for his illegal act.
- 29 CEO, TNSAMB assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
- 30. No communication from the tenderer in the form of any clarification or information/document lost sign of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the Superintending Engineer, TNSAMB.
- 31. Superintending Engineer, TNSAMB reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
- 32. Superintending Engineer, TNSAMB is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
- 33. The tender form and Document shall be non-transferable.
- 34. These instructions to the Tenderer shall be deemed to form part of the Agreement / Contract for the work.
- 35. The agreement will be in force for a period of one year commencing from the date of execution of agreement. The CEO, TNSAMB, Chennai may also extend the period of contract by mutual consent of both the parties for a further period of one year from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor.

#### **SECTION - II**

#### **SPECIAL TERMS AND CONDITIONS**

- 1. The tenderers are at liberty to be present or authorize not more than one representative to be present at the time of opening of tenders.
- 2. The outsourcing Company / Firm / Agency should be registered with the appropriate registration authority.
- 3. The Company / Firm / Agency should be registered with Income Tax and Service Tax departments.

- 4. The tenderer signing the tender should specify clearly whether he is signing as:
  - i. Sole Proprietor
  - ii. Partner
  - iii. Under the power of attorney or
  - iv. Director / Manager / Secretary etc.

As the case may be copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.

- 5. Quantum of work mentioned may increase/decrease as per requirement from time to time.
- 6. The contractor must engage sufficient man power during working hours so as to ensure that work does not suffer. One representative of contractor or contractor himself must be in continuous touch with all the officers to whom work is assigned.
- 7. If any tender is withdrawn before the expiry of validity and after the acceptance of the tender, the Earnest Money of the tenderer will be forfeited.
- 8. Successful tenderer is to execute an agreement in the proper form on a stamp of Rs.100/- the cost of which will be borne by the tenderer himself within the same period of time after deposit of Security. Such agreement must conform to terms of Notice inviting Tender and such other condition in the tender offer as may be agreed upon by Superintending Engineer, TNSAMB, Chennai. The submission of more than one tender under different name is prohibited.
- For inferior quality or incorrect execution of contract, the in-charge officer will be empowered to deduct from bills 10% amount of work order in addition to excess payment made to rectify or replace as per terms of the contract. No payment will be made for such execution.
- 10. If the work is not performed by the personals on any day/days in a month, deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs.250/- per working day will be imposed if work is not performed for continuously three days.
- 11. The responsibility for the work done by the security guards (unarmed) will be with the contractor.
- 12. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminate.
- 13. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
- 14. The Superintending Engineer, TNSAMB, Chennai will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions out of above, the Superintending Engineer, TNSAMB, Chennai reserve the rights to forfeit Earnest Money / Security Deposit.
- 15. Rate for providing services should be quoted clearly in writing with words and figures.

- 16. The officials engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the CEO, TNSAMB.
- 17. Security Guards are required for O/o.CEO, TNSAMB, Chennai on all days for usual office hours and duty timings will be specified based on requirement. This office is a public office which may be required to be functioned on 24 x 7 (3 shift) basis in public interest. At any point of time if the office is required to be opened on Sunday/holidays the security personnel is to be present and this point may kept in view. If office remains open on Sunday or Holiday the services of security guard needs to be provided without any extra payment.

# The number of Security Guards can be increased or decreased as per the requirement from time to time.

- 18. The contractor shall ensure that any details of office, operational process, technical knowhow, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentially must be maintained.**
- 19. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard. The persons should have mobile connection for easy access by the office at any point of time.
- 20. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of labourers so employed and deployed in this office. The persons deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o.CEO, TNSAMB, Chennai.
- 21. The contractor shall be solely responsible for the redressed of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issued whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any staff deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

#### **SECTION - III**

#### **FORM OF CONTRACT / AGREEMENT**

To be executed by the Successful Tenderer for Providing Man power engaging sweeper and watch man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB),Guindy,Chennai-32 from August 2024 to July 2025 arrangements in Tamil Nadu State Agricultural Marketing Board, fixtures and fittings in its campus.)This agreement executed on this the day of Month

2023 between the Chief Executive Officer Tamil Nadu State Agricultural Marketing Board, Thiru - vi- ka Estate, Guindy, Chennai 60 032, hereinafter referred to as Party of the First part and hereinafter referred to as Party of the Second Part

Ser	vices has accepted a l	oid by the Service	e Provider / Contra	actor for providing services in
the	sum	of	Rs.	(Rupees
			securi	ty guards – 9 Nos and
	•	0		rders obtained from the Tamil
	•		nd the effective da	ate of this contract starts from
_	gust 2024 onwards upto	•		
GE	NERAL INSTRUCTION	l		
1.	The security agency	has to render th	e services the Ta	amil Nadu State Agricultural
	Marketing Board, Che	nnai for a period	of one year from th	ne commencement of work in
	Tamil Nadu State Agr	icultural Marketing	Board as describ	ed below: -
(a)	To post at the above	premises only ma	ale persons in the	age group of 20 to 45 years
	possessing sound hea	alth, good physica	I and free from dis	ease as Security Guards.
(b)	To regulate entry of	persons to and f	rom the office by	verifying the Identity Cards,
	authorized visitors slip	s and not allowing	g unauthorized pei	sons.
(c)	To safeguard the pro	perty/ materials (n	novable and immo	vable) in the above premises
	against any theft, pilfe	rage, burglary, co	nspiracy, mischief	and misuse.
(d)	To see and check that	at the materials th	at are being sent	from outside the Tamil Nadu
	State Agricultural Mai	keting Board/ Hea	ad Office premises	s should be with proper gate
	pass/ delivery advice	authentication etc	<b>.</b>	
				Sd/-(xxxx)
	Contractor			Superintending Enginee TNSAMB Chennai-32

- The security agency shall perform their duty on all days including Sunday and National Holidays and carry out the instructions that will be given by the authorities of the Tamil Nadu State Agricultural Marketing Board from time to time.
- The security agency will provide Security Guards as mentioned above and the requirements will be reviewed from time to time. The Tamil Nadu State Agricultural Marketing Board reserves its right to increase or decrease the number of the Security personnel's provided by the security agency and the security agency will provide such strength of Security guards as may be directed by authorities of the Tamil Nadu State Agricultural Marketing Board at the cost mentioned in the tender document.
- The Security Agency shall Mention the cost of Services per month for shift of Eight hours/ Twelve hours duty for each Security Guard. This is inclusive of all charges like Salary, Allowances, Provident Fund contributions, E.S.I Contributions, Leave Salary, Bonus Gratuity and other Statutory Payments etc., The Tamil Nadu State Agricultural Marketing Board shall not be liable or responsible for such payment. The security agency shall ensure that the Security Guards do not approach the Tamil Nadu State Agricultural Marketing Board for any payment on any ground.
- The cost of services mentioned by the Security Agency in clause 3 above would be firm and stable during the complete period of contract and the security agency will not ask the Tamil Nadu State Agricultural Marketing Board for any increase in this regard during the currency of the contract for any reason whatsoever.
- The security agency shall provide tidy Uniforms as desired by the Tamil Nadu State Agricultural Marketing Board to the Security personnel deputed for security arrangements at the premises at their own cost. The uniform shall be as follows. Full Trousers, collar slack, shirt tuck in, cap, shoe, Badge, belt. And gum boot for night shift securities.
- The Security agency shall be responsible for the proper conduct of the security personnel and it shall be the responsibility of the security agency to have proper control and supervision of the security personnel provided in the premises and the security agency shall ensure that the security personnel employed by them and provided in the premises shall discharge their duties efficiently and diligently.
- The security agency shall make necessary arrangements for frequent and surprise checks and supervision of the Security Personnel posted for the Security at the premises at least thrice a week and the report will be submitted the Tamil Nadu State Agricultural Marketing Board periodically.

- 8 The Tamil Nadu State Agricultural Marketing Board shall not in any way be liable for any injury, loss or damage sustained by the security personnel in carrying out their duties.
- 9 The security agency shall agree that the persons employed by them and posed in the premises shall not have any claim whatsoever against the Tamil Nadu State Agricultural Marketing Board and the security agency should undertake to indemnify the Tamil Nadu State Agricultural Marketing Board against any loss or damage that may be put to by reason of any claim made by the security personnel employed by them and posted in the premises.
- The Security agency shall indemnify the amount for any loss/ damage sustained by the Tamil Nadu State Agricultural Marketing Board by any action of Security Guard. The Security Guards shall not use the premises for any purpose other than the Security work.
- 11 The Security agency shall ensure that the Security Guards appointed shall not indulge in any unlawful activities and the security agency shall take full responsibility in this regard.
- 12 The security agency shall see that Security Guards shall not allow the premises to be used by unauthorized persons for any purpose.
- 13 The security agency shall furnish full residential address of the Security Guards and other photograph as and when they are posted.
- 14 The security agency shall ensure that the Security Guards keep the premises in good condition in all respects.
- The security agency shall replace Security Guards periodically (i.e. once in every three months) so that they do not become friendly with the Tamil Nadu State Agricultural Marketing Board staff. The security agency shall also replace any Security Guards at the request of the Tamil Nadu State Agricultural Marketing Board without asking for any reasons thereof.
- 16 The security agency shall post Security Guards exclusively for the Tamil Nadu State Agricultural Marketing Board premises and the Security Guards should not be simultaneously asked to guard other premises.
- 17 The Agreement is liable to be terminated by either party after giving 30 days notice of their intention to do so in writing without assigning any reason whatsoever.
- The security agency shall also undertake any other security assignment in the Tamil Nadu State Agricultural Marketing Board premises that is feasible with the existing strength that is entrusted to them by the Tamil Nadu State Agricultural Marketing Board with regard to the Security Arrangements from time to time, in addition to the above.
- 19 The Security personal should not disclose any information to unauthorized person.
- The security agency which possess licence under the private Security Agencies (Regulation) Act 2005 alone is eligible to obtain tender application.
- The tender shall follow the requirements of the Private Security Agencies (Regulation Act) (2005 Central Act, 29/2005) and the Tamil Nadu private Security Agencies Rules 2008.

22	The Earnest Money Depos	it remitted by the Contractor vide	/ DD	drawn in
	for Rs	/- will be refunded after completio	n of the contract	period.

- 23 The Tamil Nadu State Agricultural Marketing Board will provide one room free of cost (rent and electricity) to the contractor to facilitate security guards, dress change over and to keep records in safe custody.
- 24 Security Personnel should not allow any Visitor or unauthorized person without confirmation of his immediate head Security officer.
- 25 Security personnel should follow all the policies, procedures guidelines and rules laid by the Tamil Nadu State Agricultural Marketing Board.
- 26. Security personnel background verification certificates should be given for Deployment at our premises within 15 days from the date of deployment.
- 27. Subsequent replacement the certificate can be produced within 7 days.
- 28. Security Personnel should not be changed often, if to be changed it should be brought to the notice of the Tamil Nadu State Agricultural Marketing Board.
- Security Personnel should carry/wear proper uniform / ID Card / Baton. Whistle Jacket / Rain Coats / Gum boot.
- 30. Security Personnel should ensure the cars / two wheelers are parked in their respective allotted car slots. This can be done under the supervision of Security Officer / Commando.
- 31. Security Personnel should check and ensure the correctness of assets registered in the asset register.
- 32. Security personnel should ensure that Tag with visitor pass be with the visitor while entering the Tamil Nadu State Agricultural Marketing Board and at the same time has to get back that while going out.
- 33. SERVICE PROVIDER shall be responsible for the Security Personnel's payment of Salary / Provident Fund Contribution/ESI and all other statutory requirements. Copy of such remittance will be provided to the Tamil Nadu State Agricultural Marketing Board on any occasion for the purpose of verification, if demanded by the Tamil Nadu State Agricultural Marketing Board.
- 34. SERVICE PROVIDER shall be responsible for the Security of movable and immovable property of the Tamil Nadu State Agricultural Marketing Board on the said premises which should be identified to the SERVICE PROVIDER by the Tamil Nadu State Agricultural Marketing Board physically and handed over by the Tamil Nadu State Agricultural Marketing Board to the SERVICE PROVIDER in the form of an inventory, which should be regularly updated by the Tamil Nadu State Agricultural Marketing Board. The SERVICE PROVIDER will not be responsible for the Security of the materials which are undeclared.
- 35. SERVICE PROVIDER shall contact the person authorized by the Tamil Nadu State

- Agricultural Marketing Board in case of emergency and act according to act according to the instructions.
- 36. SERVICE PROVIDER shall regulate unauthorized person entry to the Tamil Nadu State Agricultural Marketing Board and will maintain an entry/exist book for visitors/vehicles movements/statutory officers movement etc. as directed by the Tamil Nadu State Agricultural Marketing Board.
- 37. SERVICE PROVIDER shall be responsible for the proper behaviour and conduct of its guards deputed and deployed by them and ensures that they adhere to the rules and regulation of The Tamil Nadu State Agricultural Marketing Board in this regard The Tamil Nadu State Agricultural Marketing Board shall inform in writing to SERVICE PROVIDER for an act of misbehaviour or indulging in any form of indiscipline of lapse in their duties or sleeping during duty hours or abstaining from duty hours by any Security guards for taking necessary action against them
- 38 SERVICE PROVIDER shall provide extra security personnel at the specified place as and when required by the Tamil Nadu State Agricultural Marketing Board at agreed rates. SERVICE PROVIDER will have right to shift or shuffle the security guards form the premises of The Tamil Nadu State Agricultural Marketing Board and replace with new lot of Security guards for the purpose of internal and external security reasons.
- 39 SERVICE PROVIDER shall ensure that it deploys specially trained and competent security personnel and shall provide such personnel, with such equipments, uniforms and paraphernalia as mentioned in the Work Order
- In case the contractor failed to provide security services, the Registrar or anyone duly authorized by him shall have the power to take any action that may be deemed fit in the circumstances of this The Tamil Nadu State Agricultural Marketing Board
- Penalty will be levied at the rate specified in Point No. 15 of Tender Document 10% of the total value of the contract or equal to the actual loss sustained whichever is greater, if any loss or damage is done by the contractor. Besides such performance may entail black listing of the contractor.
- The contractor shall furnish the bill of cost on completion of one month service. After verification action will be taken by the Tamil Nadu State Agricultural Marketing Board for the payment of the bill of cost.
- The contract or any part share of interest in it, is not to be transferred or assigned by the Agency directly or indirectly or any person or persons whomsoever without the written consent of the Chief Executive Officer The Tamil Nadu State Agricultural Marketing Board Chennai 600 032.
- 44 Any notice to the contractor shall be deemed to be sufficiently served, if given or left in

- writing at their usual or last known place of abode or business.
- Any modification to the terms and conditions shall be made only with the mutual consent of both parties to the agreement.
- The contractor hereby agrees that he shall not divulge any part of the service transferred to him by the Tamil Nadu State Agricultural Marketing Board to any third parties and assures that he will take all necessary steps to prevent theft accidental disclosure of service by or to any third parties.
  - The Contractor also undertakes that the services transferred from the Tamil Nadu State Agricultural Marketing Board Shall not be duplicated unless it is necessary for execution of the contract. It shall be the primary responsibility of the contractor to provide service it is the essence of the contract.
- 47. Both the parties will endeavour to settle any dispute arising out of this contract between them amicably among themselves. If the dispute is not resolved, then the dispute shall be referred to a sole arbitrator appointed by the Tamil Nadu State Agricultural Marketing Board an shall be governed by the Arbitration and Conciliation Act, 1996. The Language of the arbitration shall be English and the place of arbitration shall be Chennai.
- The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions(s) will entail termination of the contract without prejudice to the right of the Tamil Nadu State Agricultural Marketing Board and to recover any consequential loss from the successful Tenderer.

#### OTHER TERMS AND CONDITIONS

- The Tamil Nadu State Agricultural Marketing Board has the right to remove any security personnel or other employee on the basis of reasonably considers to be undesirable. Same way the Agency can remove their staff with prior notice of not less than 15 days to the Tamil Nadu State Agricultural Marketing Board.
- Agency is responsible for security personal's personal inquiry/ death while performing their duties.
- 3 All statutory obligations of Security staff should be met by Agency.
- 4 Continuous shifts for a single guard is prohibited unless there is emergency.
- Agency should ensure that security personnel deputed deployed by it to the Tamil Nadu State Agricultural Marketing Board
- Agency should not post security guards from other areas unless emergency with approval of the Tamil Nadu State Agricultural Marketing Board Agency should ensure that the head count is maintained and should for penalty in case of vacant posts.
- Agency should make surprise checks to supervise the performance of their Security staff deployed in the Tamil Nadu State Agricultural Marketing Board
- 8 Any other conditions will be levied from time on the basis of assessment.

IN WITNESSES WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DAY, MONTHE AND YEAR FIRST ABOVE WRITTEN.

#### **WITNESS:**

- 1.
- 2.

## **ACCEPTANCE**

The Chief Executive Officer, Tamil Nadu State Agricultural Marketing Board, Thiru - vi- Ka Estate, Guindy, Chennai 600 032. hereby accept the contract in accordance with the conditions of contract and work order there to in annexure.

Chief Executive Officer
For and on behalf of
Tamil Nadu State Agricultural Marketing Board,
Chennai-32.

## **WITNESS:**

- 1.
- 2.

#### **SECTION - IV**

#### **INSTRUCTION TO FILL THE AGREEMENT**

- The Agreement should be executed on a Non Judicial Stamp Paper of Government of Tamil Nadu worth Rs. 100/- (Rupees One Hundred only). On Non -Judicial Stamp Paper is not available.
- The Agreement should be executed in bond paper or in thick papers which may last long and not in thin papers like many folding sheets etc.,
- 3 The Agreement apart from Stamp paper should be signed at the bottom of all pages with full signature and date and official seal by both the parties.
- 4 Signature of witnesses with their addresses should be obtained in the Agreement.
- Any corrections made in the Agreement should be attested with full signature and date under official seal by both the parties.
- If the stamp tenderer is the partnership concern the copy of the partnership Deed, Copy of the certificate of Registration should be enclosed with the Tender Document.
- If the tenderer is private Limited (or) Public Limited Company copy of the certificate of incorporation, copy of memorandum and article of association and Board resolution the particular director should sign in the Tender Document.

# **ANNEXURE I - TECHNICAL BID**

Tend	er No
	Bidder's details for outsourcing services to O/o CEO, TNSAMB, Chenna
1	Name of Tendering Company/ Firm/ Agency (Attach attested copy of certificate of registration)
2	Name of proprietor/Director of Company/ Firm/ Agency
3	Full Address of Reg. Office  Telephone No.  FAX No.  E - Mail Address
4	Full address of Operating / Branch office  Telephone No.  FAX No.
5	E - Mail Address PAN/ GIR NO (Attach self attested copy)
6	Service Tax Registration No./GST No.  (Attach self attested copy)
7	E.P. F Registration No. (Attach self attested copy)
8	E.S.I Registration No. (Attach self attested copy)
9	Labour Registration No. (Attach self attested copy)
10	The Company /Firm Agency should have a minimum financial turnover of Rs.64.00 lakhs per annum during the last three financial years.

Certified extracts of the Bank Account containing transactions during the last three years to be attached.

11 Copy of Income tax returns filed for the last three financial years to be attached

Give details of the major similar contracts during the last three years to Government Departments for outsourcing services in Chennai, in the following format. Self Attested copies of work orders may also be attached.

S.No	Details of client along with	Amount Contract	Duration of Contract	
	address telephone and FAX Numbers	(RS. Lacs)	From	То
1				
2				
3				

(if the space provided is insufficient, a separate sheet may be attached)

3. Additional information, if any

Signature & Seal of the Tenderer

(Attach separated sheet, if required)

Signature of authorized person	
Date:	
Name:	
Place:	Seal:

# ANNEXURE - I I

# **SCHEDULE OF REQIREMENTS:**

Providing services of security Guards.

1	Service	Providing of manpower in the office of Chief Executive Officer, Tamil Nadu State Agricultural Marketing Board, Guindy, Chennai - 600 032. The Number of Security Guard can be increased or decreased as per requirement from time to time.
2	Period of Contract	Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period of up to one year by CEO TNSAMB, Chennai on the same rate, terms and conditions.
3	Quantity	Security guard to be provided: Nine Security Guards (3 Shifts each 3 Nos), Ten sweepers and in the office of Chief Executive Officer, Tamil Nadu State Agricultural Marketing Board, Guindy, Chennai - 600 032 on all days in case of emergency on Sunday/ Holidays also.  The number of Security Guard can be increased or decreased as per requirement form time to time for 24x7 hours.
4	Duty hours	8 hours for security guard on all week days. Duty timings will be specified based on requirement.
5	Notice Period	i. For regular requirements one day in advance.     ii. Telephone intimation shall be considered as notice
6	Reporting place	Office of Chief Executive Officer, Tamil Nadu State Agricultural Marketing Board, Guindy Thiru-vi.ka Estate, Guindy, Chennai-600 032.
7	Penalties	In case of non-time/unauthorized absence penalty at the rate of Rs 250/- per day shall be imposed in addition to deduction of proportionate wages as per clause 15 of Section II.
8	Special Requirements	Payment of any Government tax (Income Tax, GST and any other taxes as levied by Government of India / State Government) for engaging the security guards in the office of Chief Executive Officer will be liability of contractor.
9	Verification of Antecedents	The contractor should get verification (of personnel sent for duty to this office) from the local police.

# ANNEXURE - III COMPULSORY PROFORMA

# THIS PROFORMA MUST BE FILLED UP CLEARLY AND ACCURATELY, FAILING WHICH YOUR OFFER WILL NOT BE CONSIDERED

- 1 Year of Establishment
- 2 Cadre Strength of Security guards engaged in Security duties in and around Chennai
- 3 Do you have any Clients in State/ Central/Quasi Government organization ( If 'Yes") please furnish a list of such offices along certificates in proof)
- 4 Please provide details of certificate(s) of accreditation issued by reputed organization such as ISO.
- 5 Please provide the following information
  - a) Proprietor Name & address
  - b) Address of Registered Office
  - c) Details of Branch Offices and addresses
  - d) Particulars of Cadre strength of Security guards in various places
  - e) Email- Contact Phone Number details
  - f) Contact person(s) for making complaint
- 6 Do the Security Agencies have possessed registration as per rules in force?

	( if 'Yes' please furnish copy of relevant registration certificates)	
7	Please give particulars of Service provided by the Agency.	
8)	Please indicate any special features of the service of opinion give it superiority over other competitive sections.	
Da <sup>i</sup> Pla	ate: ace:	Signature of proprietor and Seal of Security Agency

# **ANNEXURE - IV**

# **DECLARATION**

Proprietor/Partners(s)
hereby declare that the Firm / Company namely M/s has not been
black-listed or debarred in the past by CEO/any other Government or Semi-Government
Organization from taking part in tenders.
Was / were black-listed/debarred by CEO/any other Government or Semi-Government
Organization (Name of the Organization) from taking part in
tenders for a period of years w.e.f
and now I/We/firm/Company is entitled to take part in the tenders from
In case the above information is found false at any time, I/We are fully aware that the
tender/contract will be rejected/ cancelled and EMD shall be forfeited.
Date:
Signature of the Tenderer with seal

Signature & Seal of the Tenderer

# Price Bid -Cover-II ANNEXURE - V

For Providing Man power engaging sweeper and watch man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB),Guindy,Chennai-32 from August 2024 to July 2025

#### Schedule -A

SI. No.	Component of Rate	Conditions	Amount for one Manpower per month  Rs.(In figures) Rs. (In words)
1	Monthly rate	Subject to the minimum wages as per, 1948 as applicable to Tamil Nadu (Chennai district) for unskilled daily wage workers per monthly basis.	
2	Employer's share of Provident Fund @ % of (1) above	As applicable under relevant rules	
3	Employer's State Insurance @ % of (1)above	As applicable under relevant rules	
4	Other Charges if any @ % of (1) above (details & rate are to be furnished)	As applicable under relevant rules	
5	Sub Total		
6	Contractor's Administrative/ Service Charges @ % if (5) above		
7	Total (5+6)		
8	Service Tax Liability @ % of (7) above	As applicable under relevant rules	
9	Grand Total (7+8)		

3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable to Tamil Nadu for **unskilled Daily Wage Workers on per month basis** (as per Chennai district collector rates) and other bylaws applicable (Inclusive of all statutory liabilities, taxes, levies, cess etc.)

4. Note: Separate sheet for each category to be enclosed

Signature of authorized person
--------------------------------

Date: Full Name: Place: Seal:

Notes:

The rates quoted by the bidder should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract

The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each manpower during the month.

# Name of work: Providing Man power engaging sweeper and watch man /security guard(Unarmed) for one year for the premises of Agro Tech Green park (TNSAMB),Guindy,Chennai-32 from August 2024 to July 2025

SI. No.	Qua	ntity	Description	TNB PC No.	Rate in Rupees. (In figures and words) per month	Unit.	Amount Rs.
1.	9.00	Nos	Male person in the age group of 20 to 45 years possessing sound health and free from disease for security guards.	Spl.		1No (One Number)	
2.	10.00	Nos	Male/ Female in the age group of 20 to 45 years possessing sound health and free from disease for sweepers.	Spl.		1No (One Number)	
			Total Rs.				
			GST 18%				
			Grand Total Rs.				

(Rupees	Only)
	(Sd)/-xxxx
\$	Superintending Engineer,
	TNSAMB. Chennai - 32.

(or) Say Rs.

/ True Copy /

Contractor.

Senior Draughting Officer, TNSAMB, Chennai - 32.