OFFICE OF THE
EXECUTIVE DIRECTOR

Email: bannerghattazoo@gmail.com

BANNERGHATTA BIOLOGICAL PARK, BANNERGHATTA, BANGALORE –560 083

No. A3/BBP/e-Tender/S.Guards/CR-1/2020-21 Date: 05/08/2020

DETAILED E-TENDER NOTIFICATION

It is hereby notified for the general information to the public that the Executive Director, Bannerghatta Biological Park, Bangalore herein after referred as Tender Inviting Authority, has invited e-Tender for “Providing Security Personnel for one year” i.e. for a period of one year from the date of agreement, as detailed in the in the schedule below and subject to terms and conditions noted below.

<table>
<thead>
<tr>
<th>SCHEDULE OF EVENTS</th>
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<tbody>
<tr>
<td>1</td>
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<td>3</td>
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<td>4</td>
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<td>5</td>
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</tbody>
</table>

Staff requirement is as follows

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Category Personnel</th>
<th>Nos required tentatively/day</th>
<th>Minimum Rate of wages per month</th>
<th>Ref. of minimum wages fixed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Security Supervisors) (Ex-Security man)</td>
<td>4 Nos.</td>
<td>38641.00</td>
<td>As per the minimum wages fixed by the Directorate General of Resettlement, Ministry of Defense, Government of India</td>
</tr>
<tr>
<td>2</td>
<td>Security Guards (Ex-Security man)</td>
<td>26.00 Nos.</td>
<td>29053.00</td>
<td>No.KAE/123/LA/2015, dated:29-02-2016</td>
</tr>
<tr>
<td>3</td>
<td>Security Guards (Civil security guards)</td>
<td>30 Nos.</td>
<td>12553.20</td>
<td></td>
</tr>
</tbody>
</table>


TECHNICAL CRITERIA FOR TENDER QUALIFICATION TO BE UPLOADED

1. The list of documents to be submitted with tender are
   a. Registration certificate from Labour department (Form C) for having registered under pertinent Act and competent Govt Authority.
   b. Registration under Employees Provident Fund (EPF) and last FY remitted challans.
   c. Registration under Employees State Insurance and last FY remitted challans.
   d. PAN under I.T Act in the name of proprietor or firm or company & copy of latest returns filed.
   e. Copy of GST registration. (Challans of previous FY should be uploaded)
   f. Copy of Professional Tax registration certificate issued by GOK( last FY paid challans).
   g. Employee Welfare fund returns (last year).
   h. ISO certificate along with annual audit report. (documentary evidence to be uploaded).
   i. Copy of registration under Karnataka Private Security Regulation Act, 2005 and Karnataka Security Agencies Rules 2008 issued by the Deputy Inspector General of Police (Internal security Division, Bangalore)
   j. Turnover certificates for the past 3 years from 2017-18 to 2019-20, with minimum turnover of 15.00 Crores cumulatively (Copies of audited statement & Turnover certificate issued by CA to be uploaded).
   k. List of past and present clients, from the past 3 years, with e-mail address & contact phone numbers (land line & mobile numbers) - work certificate should be uploaded.
   l. The bidder should have experience in providing services Ex Servicemen (25%) and Civil security guards(75%) for a minimum period of one year in the last three years to any of similar establishment(satisfactory certificate to the effect should be uploaded)
   m. Company equipped with night patrolling vehicle and facility (Supporting documents to be uploaded)
   n. Copy of Certificate from FSAI (Fire and Security Association of India)
   o. Copy of Trade License issued by Local Govt Body.
   p. The bidder should have Local office in Bangalore (documentary proof to be uploaded).
   q. The bidder should not have been black listed or have any criminal cases registered against them. None of the contracts by the bidder should have been terminated /for closed on account of default or non fulfillment of contractual obligations in any Govt dept. (Self declaration to be uploaded)

   Note 1:- In case of non-production of any of the above documents, or any false certificate found before or after tender finalization, EMD / Security Deposit shall be forfeited, besides initiating legal action, if required.

2. The tender should be accompanied with EMD of ₹ 2,00,000/- (Rupees Two lakhs only) which shall be through e-Procurement portal.
   Mode of Payments:
   i. Credit Card
   ii. Debit Card
   iii. NEFT
   iv. OTC

For more help contact e-procurement cell – 080-22371090/22340060/22340948
3. Any tender submitted without the earnest money deposit (EMD) shall not be accepted at any cost and shall stand rejected.

4. The EMD of the unsuccessful tenderers will be returned/ refunded after the tender is finally accepted.

5. The period of contract is for one year from the date of agreement or till finalization of next tender, whichever is later. However, in case of tender contract being extended, the successful tenderer is bound to continue the contract at the agreed rate of present tender for a period of three months.

6. Tentatively, approximate number of Security Guards required is as mentioned earlier. However, the number may increase or decrease from month to month depending upon the requirement of zoo.

7. In addition to the above numbers, under exigencies, with the approval of competent authority the Executive Director may engage extra Security Guards at the approved rates on need basis.

8. Ex-servicemen wages is fixed as per the minimum wages fixed by the Directorate General of Resettlement, Ministry of Defense, Government of India [(Basic wages + VDA) +HRA+ Uniform Outfit allowance + Uniform washing allowance only].

9. **The eligible tenderer is required to quote his expected charges as PERCENTAGE OF SERVICE CHARGES on monthly NET WAGES in the e-portal.** i.e Percentage on Minimum Wages (Basic+VDA)+EPF+ESI+other charges. To arrive net wages, the tenderer should first generate monthly wages bill in respect of all security personnel deployed to BBP showing eligible wages for the number of days worked. After arriving gross wages deductions like employees share of EPF, ESI, annual Welfare Fund Contributions if any etc., will be deducted. Then the remaining will be **net wages**.

10. The service charges will be payable on the net wages only. The income tax deductible at source is on gross amount of bill as per rules and the same will be deducted out of service charges. All other components of the bill like net wages, EPF, ESI Service Tax etc., except service charges are to be compulsorily paid to the respective Labourers and Departments.

11. In addition to prevailing minimum wages, statutory payments like, employer share of EPF, ESI, Annual Labour Welfare Fund contribution and GST will be paid to the successful tenderer for enabling him to remit to the concerned authorities as per prevailing rules.

12. Approved minimum wages rates of Labour Department of Karnataka are applicable for workers.

13. Revised rate of minimum wages are applicable as and when the rates are revised during the period of contract. The Contractor is bound to pay the prescribed minimum wage rates applicable.
14. Every worker shall be eligible for one weekly paid leave. Therefore for every six days worked, he will be entitled for one paid leave.

15. The undersigned will pay only for the workers deployed for the work with BBP. BBP will not pay the salary to any manager or supervisor.

16. Since the job in BBP is specialized, the frequent changing of security personnel will not be permitted. The photo ID cards of all persons will be provided and their attendance will be taken through biometric system. In case of any replacement required due to unavoidable situation prior permission of the unit officer shall be taken.

17. The security personnel supplied by Contractors shall be screened by a committee or respective Unit Officers. And on the recommendations of Committee or respective unit officers, the undersigned reserves right to reject deployment of unsuitable security personnel and to ask for substitute, who shall also be subjected to screening.

18. The security personnel both gents and ladies for deployment in the BBP should be well trained in all aspect of security duties & preferably in the age group between 25 to 45 years with good health and physical fitness to carry out the work manually. Care should be taken to ensure that there are no security personnel with unsound mind, ill health, contagious diseases, dismissed/removed from the service of any other institutions, etc., Age is relaxable in deserving cases. Bio-data, Certificates in respect of all the personnel should be verified by the successful agency before deployment for duty and if required should be furnished to the undersigned.

19. The tenderer should adopt the system of “Rotation of Security personnel” to avoid familiarity with the workers of the BBP.

20. The security Guards should not work for more than 8 hours per shift.

21. The tenderer should not deploy any Guard, worked in one shift, to another shift in a day without sufficient reasons, except under inevitable circumstances. In particular, Guards who work in night shift must not be continued for the day shift.

22. The tenderer should mention father/ mother name, EPF & ESI numbers of each security personnel in the copy of attendance register, which should be enclosed with monthly bill or furnished separately.

23. If the lowest rate found to be on higher side, the undersigned reserve right to negotiate with the lowest tenderer. In case of not arriving at reasonable lowest rate, tenders will be rejected and will be re-tendered.

24. In case of two or more tenderers quoting identical lowest rates of service charges, the matter will be decided by the Committee keeping in view the previous experience and credibility in similar field.

25. The successful tenderer shall execute an agreement on bond paper of ` 200/- within ten days from the date of accepting the tender for the due fulfillment of the contract conditions.

26. The ` 2.00 lakhs EMD already produced with the tender will be treated as part of the security deposit for the fulfillment for the contract. However during the agreement the successful should submit additional ` 3.00 lakhs so that total security deposit will be ` 5.00 lakhs. The security deposit shall be kept with the Executive Director, Bannerghatta Biological Park till the completion of the contract period.

27. After satisfactory completion of tender period and transfer of all EPF and ESI records of security personnel regarding filing of all periodical returns to EPF, ESI, GST, etc., security deposit will be refunded without interest.

28. In case of lowest tenderer fails to execute agreement within ten days from the date of confirmation letter, his EMD will be forfeited. At this stage the undersigned reserves right to invite the 2nd lowest tenderer for negotiation or to go for re-tender.
29. In case the 2\textsuperscript{nd} lowest tenderer is invited for negotiation and the undersigned accept his negotiation rate or tendered rate, he is bound to execute agreement. If he too fails to do so within a week from the date of confirmation letter, his EMD will also be liable to be forfeited.

30. In case of splitting of wages in the Pay Roll of tenderers, EPF and ESI of employees shall be calculated on whole amount and it should correspond with employer share paid by BBP management. In case the successful tenderer fails to remit the EPF, ESI etc claimed from BBP management, action will be taken to recover such difference amount and penal action will be initiated.

31. The intended person / firm etc., should not be defaulter in complying with concerned statutes in this institute or in any other institute / department. In this connection, the undersigned will have rights to verify credentials with existing and previous principal employers of tenderers and also with EPF office, ESI office, GST Office, etc.,

32. The tenderers should have minimum 3 years experience in supply of man power to Government Departments/Government under- takings/reputed organizations abiding all labour laws.

33. The intended person / firm etc., shall be responsible for all acts, omissions, and commissions by their respective labourers, representatives and nominees.

34. The security personnel of intended person / firm etc., should abide by the zoo rules and regulations with regard to their conduct and character. Therefore, the successful tenderer should be careful in selecting suitable persons. They should be free from any criminal records in any police station.

35. In case of any complaints against any security personnel, it shall be dealt with law of land. The Contractor and the security personnel should appear before Zoo officers or Police Officers or any other Law enforcing Officers for necessary enquiry and further action thereon. However, an opportunity shall be given to such persons for providing his innocence or justifying his action.

36. In case of proven theft the agency or firm will depute its investigators to conduct an inquiry and will submit the report accordingly. If required the matter will be reported to police and the agency or firm will pursue the case with the police and other authorities. However, if it is proved that, the theft is directly due to the negligence of the security staff it will be compensated to one month's gross payment of the staff on duty and forfeit the EMD amount and will be terminated permanently according to the law. In addition necessary legal action will be taken against the firm.

37. The works to be carried out are, patrolling of required areas at all times during the day & night on 24 hours basis, keep track of Zoo personnel, materials, vehicles etc., moving in & moving out, conducting search and checking of tickets at the entrance gate, protection of Zoo property inside Zoo, Butterfly Park, Rescue Center and Safari areas, parking stand, systematic parking of vehicles with valid tickets, prevention of thefts, encroachments, stray cattle, hawkers, etc. Also control vandalism, teasing, misbehaviors, visitors carrying plastic bags/covers, Licensees carrying unlicensed goods to sell inside Zoo/Butterfly Park/Safari, removing such refuses wherever found, prevention of violation of zoo rules by visitors and any other security related duties as assigned by the Executive Director or by his authorized officers from time to time.

38. The Security personnel of tenderer shall also be responsible for providing intelligence report, which shall include reports on any kind of illegal activities by poachers or smugglers, plots against the interest of Zoo objectives and or any kind of dissent among the employees or union or selling of unlicensed goods by licensees etc.

39. The security personnel deployed should have minimum qualification of S.S.L.C for submitting reports in writing, attending telephones & expertise in handling of wireless sets and more importantly should have presence of mind to handle the situations.
40. The Executive Director, BBP will not undertake the arrangement of living accommodations to the security personnel deployed to zoo. Further at any time cooking by the security staff in the zoo campus will not be permitted.

41. The Agency should provide proper uniform which consists of pant, shirts, cap, line yard with whistle, belt, shoes, socks, badges, muffler, sweater, raincoats, identification card, batons etc.,

42. The successful agency should ensure that personnel engaged for zoo security is free from any criminal cases. Any security personnel deployed, if found indulging in criminal activities should be immediately replaced.

43. In case, any accidents to security personnel inside zoo premises, the tenderer or his authorized representatives should arrange immediately for medical treatment at ESI dispensary or any other authorized hospitals.

44. The tenderer should have trained their personnel to handle fire fighting equipments as part of their services & also to render first aid service in case of any accidents to others inside zoo.

45. The agency should ensure necessary substitute at his own expenses in case of sickness, absenteeism of any personnel and ensure that required number of personnel is maintained at all times.

46. The Executive Director, Bannerghatta Biological Park is empowered to take decision for calling short term at the risk and cost of the original contractor, if the security staffs will absent continuously without the knowledge of this organization from duties in Bannerghatta Biological Park and causes inconvenience to the administration affairs. In this case the security deposit shall stand forfeited to Zoo Authority of Karnataka.

47. That the Executive Director, BBP will have the right to impose fine and recover the value of Zoo property either stolen or damaged due to negligence of security agency or for misconduct of their security staff or other omissions or commissions as detailed below.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Nature of violation</th>
<th>Penalty</th>
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<tbody>
<tr>
<td>a.</td>
<td>Sleeping on duty</td>
<td>₹ 500/- each time</td>
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<tr>
<td>b.</td>
<td>Visitors or any persons getting unauthorized entry into Zoo premises/Safari/Vehicles without ticket at Parking Stand or in BBP premises.</td>
<td>₹ 500/- each time</td>
</tr>
<tr>
<td>c.</td>
<td>Loss or damage of any property of Zoo</td>
<td>Double the value of property as assessed by the Executive Director or any authorized Officer.</td>
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<tr>
<td>d.</td>
<td>Damage to any portion of boundary or fencing</td>
<td>Double the value – do- fine of ₹ 500 each time</td>
</tr>
<tr>
<td></td>
<td>Unnamed text</td>
<td>Punishment</td>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>e.</td>
<td>Unauthorized fishing, cutting trees/grass etc.</td>
<td>Double the value – do- fine of ₹ 500 each time</td>
</tr>
<tr>
<td>f.</td>
<td>Not reporting any important events in time</td>
<td>₹ 500/- each time</td>
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<tr>
<td>g.</td>
<td>Night duty without torch</td>
<td>₹ 200/- each time</td>
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<tr>
<td>h.</td>
<td>Duty without uniform</td>
<td>₹ 300/- each time</td>
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<tr>
<td>i.</td>
<td>Killing of animals/sabotage activity /injury to animals inflicted</td>
<td>Termination of Contract with a fine of ₹ 1.00 Lakh &amp; criminal action</td>
</tr>
<tr>
<td>j.</td>
<td>Allowing unlicensed articles to sell by licensees &amp; not reporting the same</td>
<td>₹ 1000/- each time.</td>
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<tr>
<td>k.</td>
<td>Misappropriation of wages, ESI, EPF, etc., claimed from Zoo management.</td>
<td>Upto ₹ 5,000/- each time and legal action.</td>
</tr>
<tr>
<td>l.</td>
<td>Absent of any guards in any shift</td>
<td>₹ 200/-</td>
</tr>
<tr>
<td>m.</td>
<td>Any other violations including repetition of above violations</td>
<td>Forfeiture of SD/BG &amp; termination of contract or as decided by Executive Director</td>
</tr>
</tbody>
</table>

48. The workers are required to work as per instructions of the authorized Unit Officers.

49. Half yearly returns of ESI or any other periodical returns to any other concerned authorities should also be filed within the prescribed time limit and copy submitted to the undersigned.

50. If any worker quit and join the service with any other new employer, EPF & ESI records of such worker should be transferred to such new employer within a month. Otherwise security deposit shall not be released.

51. The successful tenderer should maintain required book of accounts/records, such as personal files, Pay Roll, EPF account book, ESI account book, Fines, Penalties, undisbursed wages, leave account, attendance, etc. In addition to concerned departmental inspectors, these records are to be produced to the undersigned for verification and submit copies / extracts, if required.

52. If the tenderer is other than individual, the representatives of such firm, company etc., and the Board of Directors are personally accountable for any statutory violations or default.

53. The successful tenderer should be available easily in person or through an authorized person and respond immediately for any message from the office of the undersigned. In case of ill health or accidents to any of his workers, the tenderer should positively respond and take care to provide immediate medical treatment at nearby ESI hospital or any other hospital at his risk and cost.

54. The undersigned reserves right to accept or reject any tenders and to cancel the tender process and reject all tenders at any time prior to the award of contract.
55. The Zoo Authority of Karnataka shall not be liable in any manner for the non-implementation of various other laws like Labour Laws, Provident Fund Laws, etc. It is the responsibility of the contractor to ensure that these statutory obligations are discharged promptly.

56. From the viewpoint of security of Zoo properties, safety & comfort of animals, visitors and over all image of this institution, the undersigned further reserve right to add, delete or modify any terms and conditions prior to award of contract or after award of contract, depending upon practical experiences and observations by the visitors, dignitaries, superior officers and experts in the field of Zoo Management.

57. Further, in case of any query, clarification can be had from the undersigned and also refer website https://eproc.karnataka.gov.in The tenderers need to be registered in e-procurement cell, Room No. 141, Gate No. 2, 1st floor, M.S. Building, Bangalore to obtain user ID and Password for participating in e-Tender. For more details please contact e-procurement cell – 080-22371090/22340060/22340948

Executive Director,
Bannerghatta Biological Park,
Bannerghatta, Bangalore.