



(Incorporated under the State Financial Corporations Act No. LXIII OF 1951)

H.O: VELLAYAMBALAM, THIRUVANANTHAPURAM- 695033

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## **E-TENDER DOCUMENT- AUGUST-2022**

For

Providing Security Guards for Head Office at Thiruvananthapuram/ Ernakulam BO (Finance Tower), its taken over security properties of KFC's situated across Kerala

E-TENDER No. KFC/TDR/Admin/02/2022-23

**Tender Document Fee: Rs.1000**

(Not Transferable)

## INTRODUCTION

KFC is a trend setter and path breaker in the field of long-term finance, playing a major role in the development and industrialisation of Kerala. It was established as the Travancore Cochin Financial Corporation on 01.12.1953. Consequent to the reorganization of states on linguistic basis in November 1956, Kerala State was formed and the Travancore Cochin Financial Corporation was renamed as Kerala Financial Corporation.

The provisions of SFCs Act 1951 as amended in 2000 control and guide the functions of Corporation. The main objective of KFC is the rapid industrialization of the state by extending financial assistance to Micro, Small and Medium Enterprises in manufacturing and service sector. SFCs Act empowers KFC to formulate suitable loan schemes for achieving the above said objectives. Corporation can give financial assistance for setting up of new units and for the expansion/ modernization/ diversification of existing units in both manufacturing and service sectors.

**Notice Inviting E- Tender**

The tender is invited from registered Security Agencies having at least 50 security guards on their roll and minimum 5 years' experience in providing security services in central/state government Department, public sector companies/undertaking, Autonomous Bodies etc. for providing security Services in various offices/ taken over security properties located all over Kerala under KERALA FINANCIAL CORPORATION, Thiruvananthapuram on contract basis for a period of 3 years with effect from September / October 2022.

The applications are to be submitted through e-Tender (E-TENDER No. KFC/TDR/Admin/02/2022-23). The bidder must submit their application complete in all respects as per instructions contained in the tender document on or before the closing date and time. Applications received through other modes of communication shall be treated as invalid and rejected.

This EOI needs to be signed and sealed on every page as a token of acceptance. All necessary documents regarding experience, past performance and capacity/capability criteria etc. should be certified by the authorized signatory of the bidder firm on each page submitted.

KFC reserves the right to accept or reject any or all the applications in whole or part thereof without assigning any reason, thereof.

**Sd/-**

**Chairman & Managing Director  
Kerala Financial Corporation**

Thiruvananthapuram

23.08.2022

**SCHEDULE OF EVENTS FOR SUBMISSION OF EOI**

|    |  |   |
|----|--|---|
| 1  | Name of the Organization:                        | <b>Kerala Financial Corporation</b>   |
| 2  | Type of the Organization:                        | State Financial Corporation   |
| 3  | Tender Reference No:                             | E-TENDER No. KFC/TDR/Admin/02/2022-23   |
| 4  | EOI Title and description of work:               | For Providing Security Guards for Head Office at Thiruvananthapuram /Ernakulam BO (Finance Tower), its taken over security properties of KFC's Branch Offices all over Kerala |
| 5  | Tender Processing fee (nonrefundable)            | Rs.1000/- + GST @ 18 % (The Tender Fee will be accepted through Online Transfer)  |
| 6  | Earnest Money Deposit                            | Rs.25,000/- (EMD will be accepted through Online Transfer)  |
| 7  | Bank Guarantee                                   | Selected bidder has to produce bank guarantee worth Rs.1,50,000/- in favour of KFC payable at Thiruvananthapuram  |
| 8  | Date of E-tender Publication:                    | <b>23.08.2022</b>   |
| 9  | Last date for submission of Application:         | <b>06.09.2022 at 4.00 PM</b>  |
| 10 | Date, Time and place of opening of Technical bid | <b>12.09.2022 at 4.30 PM,<br/>Conference Hall, KFC Head office,<br/>Thiruvananthapuram</b>  |
| 11 | Date and Time of opening of Financial bid        | Opening of financial bid date, time, and venue will be conveyed to the technically qualified tenderers through email.   |
| 12 | EOI should be submitted duly addressing to:      | Chairman & Managing Director<br>KFC, Vellayambalam, Thiruvananthapuram, Pin-695033  |

**KERALA FINANCIAL CORPORATION, THIRUVANANTHAPURAM**

TENDER NO. KFC/TDR/Admin/02/2022-2023

**BID SUBMISSION FORM****LETTER OF BID**

To  
Chairman and Managing Director,  
KERALA FINANCIAL CORPORATION,  
Head Office, Vellayambalam  
Thiruvananthapuram -695033

Sir,

Ref:- Invitation of bids - TENDER No. KFC/TDR/Admin/02/2022-2023

I/We, the under signed declare(s) that:

1. I/We have examined and have no reservations to Bidding Documents, including addenda, if any, issued in accordance with instructions to Bidders.
2. I/We offer to execute in conformity with the bidding documents for providing Security services for the offices of Kerala Financial Corporation and taken over units of KFC located all over Kerala.
3. My/Our bid shall be valid for 120 days from the date fixed for the bid submission dead line in accordance with the Bidding Documents and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
4. If my/our bid is accepted, I/we commit to submit a security deposit as prescribed in accordance with the bidding documents.
5. I/We also declare that Government of Kerala/India or any other Government Body has not declared me/us ineligible or black listed me/us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the conditions that you are not bound to accept the highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,

**Authorized Signatory,**

(Authorized person shall attach a copy of authorization for signing on behalf of bidding company with full Name and Designation, to be printed on Bidder's letter head)

## **1. General Tender Terms & Conditions for e-Procurement**

This tender is an e-Tender invited from registered Security Agencies for Providing Security Guards for Head Office at Thiruvananthapuram /Ernakulam BO (Finance Tower), its taken over security properties of KFC situated across Kerala.

The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal. The tender timeline is available in the 'bid-details in brief section' of this tender published in <https://www.etenders.kerala.gov.in>.

### **A). Online Bidder Registration process:**

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on <https://www.etenders.kerala.gov.in> website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-257 7088, 2577188, 257 7388 or 0484-233 6006, 233 2262 and through email:

[etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for any assistance in this regard.

### **B). Online Tender Process:**

The tender process shall consist of the following stages:

- i. Downloading of tender document:** Tender document will be available for free download on <https://www.etenders.kerala.gov.in>.
- ii. Publishing of Corrigendum:** Corrigendum (if any) shall be published on <https://www.etenders.kerala.gov.in> and shall not be available elsewhere.
- iii. Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <https://www.etenders.kerala.gov.in>. All documents shall be submitted online. Failure to submit the documents online will attract disqualification. No manual submission of bid is allowed and manual bids shall not be accepted.

A copy of the bid which forms an exact copy of the uploaded bid in the e tender site with Technical proposal has to be submitted by the bidder through password protected soft copy of the same to email: [hoadmin@kfc.org](mailto:hoadmin@kfc.org). The password will be kept under bidders custody to be revealed only in case of a fall back where this alternate copy to be opened.

- iv. Opening of Technical Bid and Short-listing of Bidders:** The technical bids of bidders will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. Bids shortlisted through this process will be required to give a detailed presentation before the Investment committee of the Corporation, if required.

**C). Documents Comprising Bid:**

Technical proposal shall contain scanned copies of documents which is detailed in Clause 2.2 of Tender document.

The Corporation doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

**D). Tender Document Fees and Earnest Money Deposit (EMD)**

Tender documents downloaded from e-procurement portal of Govt of Kerala (<https://www.etenders.kerala.gov.in>) must be submitted on payment of a sum of Rs.1000/- + GST @ 18 % through online banking as mentioned in e-portal. The Tender must be accompanied by the EMD of Rs.25,000/- (Rupees Twenty Five thousand only) remitted through online banking as mentioned in e-portal. Tender Document Cost is Non-refundable & Non-transferable. Tenders not accompanied by Cost of Tender document and Earnest Money in the prescribed form shall be summarily rejected.

**E). SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Pre-qualification, Technical bid and financial bid online on <https://www.etenders.kerala.gov.in> along with online payment of tender document fee and EMD. It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission, otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

## **2. Minimum Eligibility Criteria**

2.1 The following shall be the minimum eligibility criteria for selection of Bidders technically:

### **a) Location :**

The bidder should be well- established security agency either based in Kerala or having operations in Kerala with minimum 5 years' experience in this field.

### **b) Legal Valid Entity**

The bidder may be Proprietary Firm, Partnership Firm, Limited Company, LLP, Corporate Body legally constituted, possessing required licence and registration valid for at least 12 months from the date of opening of the tender. Joint venture or Consortium of firms/companies are not acceptable.

### **c) Registration**

- 1) The bidder should have a valid licence issued by the Government of Kerala as per the Private security Agencies (Regulation) Act, 2005/Kerala Private security agencies rules-2010, The Contract Labour (Regulation and Abolition) Act, 1970, and Kerala shops and commercial establishment Act.
- 2) The bidder should have ESI and PF registrations in Kerala. **(Attested certificate establishing this criteria shall be submitted.)**
- 3) The Bidder should be registered with the Income Tax, and also under the Labour Laws, Employees' Provident Fund Organization, Employees' State Insurance Corporation in addition to any other statutory registration prescribed by the Government.
- 4) The bidder must have GST Registration and PAN Number.

### **d) Clearance**

The Bidder should also have clearance from GST and Income Tax departments. Relevant proof in support like copy of latest IT returns, GST returns shall be submitted.

### **e) Turnover**

The bidder should have achieved an average annual turnover of Rs.25 Lakhs during the last three preceding financial years ending 31.03.2022. (Attested/original Turnover/ Balance Sheet & P&L issued by Chartered Accountant shall be submitted. Provisional financials is acceptable for FY 2021-22).



## f) Experience

Minimum experience of 5 year in the field in which a minimum of two years experience in providing security to at least one Central or State Government institutions, Central or State PSUs or reputed private corporates. The Bidder/ Security Agency should not be black listed on previous occasions by any of the Government Departments/Institutions/Local Bodies/ Municipalities/ Public Sector undertakings etc

## 2.2 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2.1 (a) & (b), attested copy of Certificates of Incorporation issued by the respective Registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2.1(c), attested copies of PAN, licences, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2.1(d), attested copies of latest (2019-2020, 2020-2021 & 2021-2022) Income Tax and GST returns.
- (iv) In proof of having adhered to minimum eligibility criteria at 2.1(f), attested copy of experience certificate(s) for completed security services issued by the Govt./PSUs/Autonomous Bodies/Public Companies/Bank/ Government Department/Public or Private organization of repute shall be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2.1(e), attested copy of the audited balance sheets along with P/L account for the completed three financial years ie., for FYs 2019-2020, 2020-2021 & 2021-2022(provisional/audited) shall be acceptable.

## 3. Earnest Money Deposit

- a. The bids should be accompanied by an EMD of Rs.25,000/- (Rupees Twenty Five Thousand only), refundable without interest.
- b. No request for transfer of any previous deposit of EMD or Security Deposit or adjustment against any pending bill held by KFC in respect of any previous work shall be entertained.
- c. The bids without EMD shall be summarily rejected.
- d. The EMD may be forfeited:

- If the bidder withdraws his bid during the bid validity period specified in the bid document; or
- In case of successful bidder fails to execute the agreement within 10 days from date of award of contract
- Fails to sign the contract in accordance with the terms of the tender document
- Fails to furnish required Security Deposit in accordance with the terms of tender document within the time frame specified by the KFC.

#### **4. Validity of Bids**

The tender shall remain valid for acceptance for a period of 120 days from the date of submission of the tenders. If the Bidder withdraws his tender before the said period or makes any modification in terms and conditions of the tender, then KFC will have the right to reject his tender and forfeit the said EMD.

#### **5. Preparation of BIDS**

Bids and all accompanying documents shall be in English. Technical and Financial Bids should be prepared as per instructions in the Tender Document. Tender document shall be signed and stamped on all the pages. EMD and all the attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred to in Para: 2.2 shall be provided.

#### **6. Bid Opening Procedure:**

- 6.1 The technical bid shall be opened in the conference room of KFC, Head Office at Vellayambalam on 12.09.2022 at 4.30 pm by the committee authorized by the Chairman & Managing Director, KFC in the presence of Bidders or their authorized representatives who may wish to be present.
- 6.2 The financial bids of only those Bidders, whose technical bids are qualified, will be opened by the committee authorized for the purpose. The date, time and venue of opening of financial bid shall be intimated to the technically qualified bidders.
- 6.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the bids.
- 6.4 Absence of Bidder or his representative shall not impair the legality of the opening procedure.
- 6.5 All the Bidders or their representatives present shall be required to sign on the main bid envelop to ensure the correctness of the bid.
- 6.6 After opening the cover of Technical Bids and verifying the EMD amount, the technical bid shall be evaluated later to ensure that the Bidders meet the minimum criteria as specified in the tender document.

6.7 Bid shall be declared as valid or invalid based on preliminary scrutiny, ie. Verification of EMD, by the Tender Opening Committee. However detailed evaluation shall be done only in respect of Valid Bid.

6.8 The date fixed for opening of bid, if subsequently declared as holiday by the Govt. /KFC the revised date of schedule will be notified. However, in the absence of any such notification, the bid will be opened on the next working day at the same time and venue.

## **7. Clarification of Technical Bid Evaluation**

7.1 The technical bid shall be evaluated based on the documents submitted by the Bidder. KFC may, at its discretion, ask any Bidder for any clarification on his bid to facilitate examination, evaluation, and comparison of the bids and or the bidders and the bidders are required to answer the clarification asked.

7.2 If a Bidder fails to provide clarification on his bid by the date and time set in the KFC's request for clarification, his bid is liable to be rejected.

## **8. Financial Bid preparation, opening and evaluation procedure**

8.1 KFC will pay the consolidated fixed notified gross salary, to the Security Agency (Gross salary is inclusive of minimum wages, EPF and ESI contribution and the minimum wages payable to the Security Agency as notified by Government).

8.2 Absence duty beyond the statutory leave admissible under Shops and Commercial Establishments Act will attract deduction of monthly gross salary on pro-rata basis.

8.3 All payments to the employees of the Security Agency shall be made by the Security Agency only through the bank account of the employees.

8.4 Premium paid for insurance coverage under Employees' Compensation Act for employees not covered under ESI Act will be reimbursed by KFC at actuals.

8.5 Security Agency shall submit proof of remittance of EPF, ESI and payment of salary before 30<sup>th</sup> of each month for ensuring payment for next month.

8.6 GST as admissible will be paid extra.

8.7 The financial bids of all the technically qualified Bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

8.8 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bids. In the case of authorized representative, he should bring the authorization letter from the Bidder/Security Agencies.

8.9 The Administrative charges/service charges/supervisory charges, as indicated in the financial bid of each Bidder shall be read out on the spot. If there is any discrepancy between words and figures, the amount in words shall prevail.

### **9. Right of Acceptance**

- a. KFC reserves all rights to reject any bid including the ones submitted by Bidders who fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of the Chairman & Managing Director, KFC shall be final and binding.
- b. Any failure on the part of the Bidders to observe the prescribed procedure and any attempt to canvass for the contract work and influence the selection process shall be liable for rejection of the tenders.
- c. CMD, KFC has the right to award the work to one or more agencies for administrative convince.
- d. In case of failure to comply with any of the said provisions/terms and conditions by the successful bidder who has been awarded the contract, CMD, KFC reserves the right to award the contract to the next higher bidder or any other outside agency and recover the difference of price/cost/quote or loss from the defaulted bidder who has been awarded the contract initially and this will be binding on the Bidders.
- e. KFC may terminate the Contract if it is found out in future that the Bidder/Security Agency is black listed on previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public Sector undertakings etc..

### **10. Notification of award by issuance of "Letter of Acceptance"**

- a. After determining the successful evaluated Bidder, KFC shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to KFC duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same in token of acceptance of the terms and conditions.
- b. The issuance of the Letter of Acceptance to the Bidder shall constitute an integral part of the Contract and it will be binding on the Security Agencies.

### **11. Notice to Proceed**

After the acceptance of the LOA and receipt of security deposit from the successful Bidder, KFC shall issue the "NOTICE TO PROCEED", to the Security Agency authorizing him to deploy Security Guards. Name of security guards /supervisors deployed for duty with time and date should be reported to the Officer in charge of the office in KFC and at the Head Office.

## **12. Terms and Conditions**

- 1) The Security Agency will be wholly responsible to safeguard all the properties of KFC including land, trees, building, doors and windows, furniture, machinery and equipment's, computers, vehicles, library, all other articles of KFC, the records, documents etc. of KFC. They shall also effectively check the entry of unauthorized persons, intruders and trespassers into KFC's premises.
- 2) The Agency shall provide round the clock security by posting required number of personnel in 8 hourly shifts at KFC's premises and properties. The number of Security personnel required per shift shall be decided by KFC. The shift is to be regulated from 6 am to 2 pm, 2 pm to 10 pm and from 10 pm to 6 am or any other terms/timings fixed as per discussion with KFC officials. The personnel should report 15 mts. before commencement of the shift.
- 3) The Security Guard posted for duty should have completed Eighteen years of age but should not have attained the age of sixty five in case retired personnels.
- 4) The Security Agency shall furnish the Bio-data of the Security Guards to be deployed at the above said premises of KFC with identification card having passport size photograph of each person. Whenever there is change of personnel, advance information to that effect shall be given to KFC with the Bio-data of the said personnel.
- 5) The personnel of the Security guards engaged by the Security Agency shall be the employees or members of the Security Agency.
- 6) The Security Guard should have a good working knowledge of local language and knowledge of basic English desirable.
- 7) The Security Guard should have got training in basic security, First Aid, Firefighting, and Self Defence.
- 8) The payment shall be made on or before the seventh working day of the succeeding month, for which the Security Agency shall submit their bill on the last working day of the previous month.
- 9) The Security Agency shall be solely responsible for the payment of salaries, other benefits, perks and other legal obligations, if any, in respect of personnel engaged by them and comply with all satisfactory requirements.
- 10) The security agency shall ensure that no personnel engaged by them will engage in any type of activities prejudicial to the interest of the KFC.
- 11) The security agency shall provide decent and neat uniforms that are required for the Security staff and the Security staff must compulsorily wear the uniform while on duty in all the shifts. The uniform should be neat and tidy. Not wearing uniforms or found in inebriated condition while in duty will be treated as misconduct.
- 12) The security agency shall be responsible for replacement of the security personnel who are not well or proceeding on leave or otherwise absent, under intimation to the KFC.

- 13) The security guards are to be posted on rotational basis so that one security guard shall not be on duty continuously for more than 8 hrs in a day and 6 days in a week and they should be given one paid off day after every 6 working days engaged and the security agency must provide sufficient number of relievers who shall be deployed on rotation basis. They will be treated as Security Guards for all purpose and they are entitled to salary and other benefits that are eligible for the other security guards. The number of relieving guards shall be fixed taking into account the number of regular security guards at each location.
- 14) It shall be the responsibility of the security agency to maintain proper discipline among personnel engaged by them.
- 15) It is specifically made clear that the persons engaged or to be engaged for the work undertaken to be done by security agency, shall be preferably their members, that, for all statutory and other purposes, security agency shall be their employers and that security agency shall be responsible and liable for all statutory or other benefits and obligations which, the persons engaged by security agency are entitled to, including the benefits under ESI Act, PF Act, Minimum Wages Act and Workmen's Compensations Act and KFC is in no way responsible for such liabilities.
- 16) It is specifically made clear that there would be no employer-employee relationship between KFC and security agency or the persons engaged by security agency for fulfilling the obligations under this agreement. The security personnel shall have no claim for employment in the service of the Corporation.
- 17) KFC will not entertain any claim in damage or compensation or reimbursement of any expenses which is incurred by Security Agency either by compensating to the persons engaged for work in the Corporation or otherwise and that necessary insurance coverage shall be taken by security agency, in respect of security personal for any accident or injury in the course and out of their work / employment.
- 18) There will not be any employer-employee relationship between the security staff and Corporation and as such, any misconduct by the security staff on information given by the Corporation, shall be dealt with by the security agency. Further, such personnel, as and when their conduct and work are found to be unsatisfactory by the Corporation, are to be replaced with suitable hand by the security agency, immediately on making request in this behalf by the Corporation.
- 19) In the event of theft or pilferage of the Corporation's property during the tenure of the agreement, the security agency will be responsible for the loss sustained by the Corporation. The security agency will submit its report after necessary investigation and pursue the case if the Corporation is desirous to report such incident to police, and follow up the same if it is referred to a Court of Law and for such services, no extra remuneration shall be payable

- by the Corporation. This shall be without prejudice to the rights of the Corporation to investigate or hold enquiry in the matter in their own method.
- 20) If the security Guard posted by the Agency is not found in the unit at the time of inspection, wages for 7 days shall not be given by the Corporation and further that the services of the guards posted by the agency are found unsatisfactory or any misconduct is noticed, the Corporation shall have power to withhold the wages of the guards for such period or deduct wages from the total bill .
  - 21) The work of the security guards shall be supervised by the security agency and must report to the officer in charge Admin department every week for performance evaluation of the guards deployed
  - 22) KFC will have the right to reject any quotation without assigning any reason and award the contract to any other bidder if the Corporation is of the opinion that person who quoted the lowest rate is not having sufficient security personnel or does not satisfy the conditions stipulated in the tender document and there is suppression of facts in the application for pre-qualification and in the tender documents.
  - 23) If any loss or damage is caused to the property of the Corporation due to negligence or want of care or dereliction of duty on the part of the security personnel, the said loss or damage shall be compensated by the Security Agencies and KFC shall deduct from the security charges payable to the contractor or any other amount found payable from the Corporation.
  - 24) EMD of the successful bidders will be retained and the EMD of the other bidders will be refunded within 15 days from the date of execution of contract with the successful bidder. If the successful bidder does not come forward to execute the Agreement within 10 days of intimation the EMD will be forfeited, and the work will be awarded to any other Security Agency at the sole discretion of KFC. The successful Bidder shall execute an Agreement with KFC in required stamp paper within 10 days of issuance of letter intimating award of the contract failing which the EMD shall be forfeited. KFC shall prepare the draft Article of Agreements.
  - 25) The rate quoted shall be minimum for three years.
  - 26) The tender document will be part of the agreement with the Selected Security Agency and will be binding on them.

### **13. Indemnity**

#### **13.1 Indemnification & Limitation of Liability**

**13.1.1** Subject to Clause 13.1.2 below, Successful Bidder (the "Indemnifying Party") undertakes to indemnify KFC (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in Performance

or non-Performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party with respect to the Service provided by the Indemnifying Party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to the claim.

**13.1.2** The indemnities set out in Clause 13.1.1 shall be subject to the following conditions:

(i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnified Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

(iv) all settlements of claims subject to indemnification under this Clause will:

a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

(v) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

(vi) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

(vii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and



(viii) if a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

**13.1.3** The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

#### **14. Special Conditions:**

14.1 The successful Bidder (Security Agencies) who has been awarded the contract as above is wholly responsible for providing the Security Guards/Supervisors service to KFC.

14.2 Payment for the services rendered by the Security Agency through its employees shall be made to the Security Agency directly on monthly basis within 7 days from the date of submission of the bill of the previous month along with the proof of having remitted statutory payments like ESI, EPF etc. pertaining to the earlier month. ie. bill for the service of January along with the proof of remittance of statutory payments of December should be submitted for payment in February.

14.3 The Security Agency shall be solely responsible for the payment of salaries, other benefits and other legal obligations, if any, in respect of his employees engaged/deployed by him for providing services to KFC.

14.4 The selected security agency shall make a deposit by way of Bank Guarantee of Rs. 1.5 lakh in favour of CMD KFC payable at Thiruvananthapuram. Security deposit will not carry any interest and which will be refunded on termination of the contract after adjusting any amount due from the contractor.

14.5 If any short-fall or non-compliance of any of the conditions mentioned in the contract is noticed, penal action will be initiated by KFC and the decision of CMD, KFC in this regard shall be final and binding on the Security Agencies.

14.6 The Security Agency shall intimate KFC in any change in minimum wages payable to employees employed in private security sector in the state of Kerala prescribed by Government from time to time during the period of contract and also intimate the variable DA payable to Security personnel every six months based on the change in Consumer price index or due to revision in minimum wages notification in order to calculate the salary payable to security personnel. If subsequent to a decision of Government the minimum wages are updated, the rate payable will also be revised accordingly and the percentage of the service charge will remain at the same percentage.

## **15. Services Required by the KFC/General Specifications**

15.1 The Contactor shall provide Security Service in KFC's offices and security properties taken over by KFC located all over Kerala as required by KFC from time to time. The details of services, units required, qualification/experience, gross salary payable etc are shown in Annexure - A to this tender.

15.2 The Security Agency must also maintain all registers and documents under different Labour Legislations, as applicable.

## **16. Termination of Contract**

The contract can be terminated in the following contexts also.

- a. If the successful Bidder is declared insolvent.
- b. If the company/partnership firm is dissolved/wound up.
- c. If any of its director/partners is convicted in any criminal offence.
- d. Violation of the provisions of Acts, Rules, Schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
- e. Violation of terms and conditions of tender document/agreement.
- f. This contract may be terminated by the Security Agency by giving written notice of Three Months to KFC.
- g. KFC has the right to terminate the contract by giving one month notice without assigning any reason.

## **17. Governing Laws and Settlement of Disputes**

The Corporation and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective officers of the Corporation and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

- a. If the Corporation and Bidder officers are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the Bidder and Corporation respectively.
- b. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Corporation, the Corporation and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.
- c. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the contract or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator appointed by the Corporation.
- d. The award of the arbitrator shall be final and binding on the parties.
- e. The Arbitration and Conciliation Act 1996 or any statutory modification thereof

shall apply to the arbitration proceedings and the venue of the arbitration shall be the jurisdiction covering the Head Office of the Corporation. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be transmitted by any of the following modes i.e, registered post with acknowledgement due or by a reputed courier service or by e-mail in the manner as deemed fit by the Party giving such notice. All notices shall be deemed to have been validly served:

- after the expiry of seven days after posting if sent by registered post with A.D., or
- on the business date of receipt by the party, if sent by courier. or
- if it is received in email id of the party given in this e-tender document.

f. This tender document and the contract shall be governed and construed in accordance with the laws of India. The courts in Thiruvananthapuram alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document or the Contract. Notwithstanding the above, the Corporation shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, if it finds expedient to do so.

## PART - 1

## TECHNICAL BID

TENDER FORM FOR PRE-QUALIFICATION

|   |  |  |
|---|--|--|
| 1 | Name of Contractor/<br>Firm/Company    |  |
| 2 | Details of Contractor/<br>Firm/Company |  |
| 3 | Type (Tick whichever is<br>Applicable) | <input type="checkbox"/> Proprietor Firm<br><input type="checkbox"/> Partnership Firm<br><input type="checkbox"/> Private Ltd. Company<br><input type="checkbox"/> Public Ltd. Company<br><input type="checkbox"/> Limited liability Partnership<br><input type="checkbox"/> One Man Company |
| 4 | Registered Office Address              |  |
| 5 | Telephone No:                          | Off:   |
| 6 |  | Res:   |
| 7 | Name of Key Officials                  |  |
|   | Mobile Number                          |  |
|   | E-mail -Id                             |  |

|    |   |  |
|----|---|--|
|    |   |  |
| 8  | <b>Details of Branches</b>  |  |
|    | <b>In Kerala</b>  |  |
|    | <b>Outside Kerala</b>   |  |
| 9  | <b>Details of Experience in the relevant field with full details of the Organization / Clients where such services were provided along with copies of the satisfactory report (certificates from Organization / clients who were engaged a minimum of 10 numbers only will be considered) (please attach copies of work orders)</b> |  |
| 10 | <b>PAN (Income Tax)</b>   |  |
| 11 | <b>GST Registration No</b>  |  |
| 12 | <b>Registration No. under Kerala Shops and establishment Act (Attach copy of registration certificate)</b>  |  |
| 13 | <b>Contract Labour Registration No. (Attach copy of registration)</b>   |  |
| 14 | <b>PF &amp; ESI Registration No. (Copy of relevant documents should be enclosed) (Should have registrations in Kerala)</b>  |  |
| 15 | <b>Licence No. as per Rule 9(1) of Kerala Private Security Agencies Rules 2010(Attach copy of licence)</b>  |  |
| 16 | <b>Present total strength of employees</b><br>a. Security Officer<br>b. Security Supervisor<br>c. Security Guard<br>d. Security staff possessing Fireman License  |  |

|    |   |  |
|----|---|--|
| 17 | <b>Proof showing financial capability (Attach copies of Audited Turn over, Balance Sheet certified by Chartered Accountants for the last three years)</b> |  |
|----|---|--|

I/We have carefully read the terms and conditions of contract as contained in Tender and agree to abide by these terms. If, I/We fail to fulfil any of the terms and conditions of the contract, then KERALA FINANCIAL CORPORATION has the right to cancel the contract without any further correspondence and no financial liability. I/We promise to pay the compensation or fine in case of such default.

(Signature of Bidder)

Name & Designation Seal of the firm

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**PART-II**  
**FINANCIAL BID**

**Security Services**

| Sl. No.      | Details of Monthly Wages        | Security Personal (1 nos.)(Rate per person per month) (Rs.) |
|--------------|---------------------------------|---|
| 1            | Monthly Wages                   |   |
| 2            | EPF @12% on Basic + DA          |   |
| 3            | ESI @ 3.25% on Total Wages      |   |
| 4            | Sub: Total (1+2+3)              |   |
| 5            | Agency Charges@ % on Sr. No. 04 |   |
| <b>Total</b> |                                 |   |

Note: GST will be paid extra as applicable.

Signature of the Bidder: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Date:

Place:

Seal

NOTES:

1. The quoted rates/amount Service Charges is for complete items in all respect. It will be deemed to include all incidental charges, supervision, uniforms, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
2. The Tenderers quoted rates/amount are inclusive of all taxes, statutory contributions etc. except Service Tax which will be paid by Kerala Financial Corporation on actual against documentary proof on tax invoices raised by the tenderer.
3. Income Tax and other statutory deductions as applicable will be deducted from every bill