OPEN TENDER FOR SECURITY ARRANGEMENTS AT THE HEAD OFFICE OF NATIONAL BIODIVERSITY AUTHORITY, CHENNAI

The National Biodiversity Authority (NBA), Chennai, a statutory body established under the Biological Diversity Act, 2002, requires security arrangements on a 24 x 7 mode to its head office at Chennai at the following address: 5th Floor, TICEL Biopark, CSIR Road, Taramani, Chennai – 600113. Sealed bids are invited from registered and authorized contractors/agencies/service provider’s having experience and expertise in providing security services to Central Govt., State Govt., PSUs for providing Security Guards at NBA Chennai subject to the Terms & Conditions as mentioned in the tender document. The last date for receipt of tender documents is 5\textsuperscript{th} January, 2016 upto 15:00hours.

Tender Notification No. : NBA/3/108/GENL/SCRTY/16-17/

Name of the Work : Providing Security Service on a 24 x 7 mode

Service Location : Head Office, Chennai

Estimated Cost of work : Rs.18, 00,000/- per annum (approximate)

Earnest Money Deposit Amount : Rs. 54,000/-

Period of Contract : 1 year

Last date / Time of submission : 5\textsuperscript{th} January, 2016 upto 15:00hours

Address for submission of Bids : The Secretary, National Biodiversity Authority, 5\textsuperscript{th} Floor, TICEL Bio Park, CSIR Road, Taramani, Chennai – 600 113.

1. Interested bidders should ensure that their organization fulfils all the terms and conditions mentioned in the tender before sending their bids.

2. NBA reserves the right to modify, expand, restrict, scrap, refloat or cancel in whole/part, the tender process at any stage without assigning any reasons and decision of NBA in this regard shall be final and binding. Delivery of the responses along with documents at the prescribed address will be the sole responsibility of the responding bidder.
3. Interested bidder/s may fill in the tender forms and send in two separate covers – One cover superscribed as “Technical bid” containing Annexure I, II, III, V, VIII & EMD and other supporting documents and second cover superscribed as “Financial bid” containing Annexure IV and the envelope containing both the covers should be superscribed as “Open Tender for Security Arrangements on a 24 x 7 mode” and addressed to the Secretary, National Biodiversity Authority, 5th Floor, Ticel Biopark, CSIR Road, Taramani, Chennai – 600 113. The EMD should not be put in the cover containing “Financial Bid – Envelope B”.

4. The last date/time for the receipt of sealed tenders is 5th January, 2016 upto 15:00hours. The technical bids will be opened on 5th January, 2016 at 17:00 hours in the presence of the bidders or their authorized agents who may choose to be present. If 5th January, 2016 happens to be closed holiday the tenders will be received and opened on the next working day at the same time and venue. The opening of financial bids will be done at a later date.

Administrative Officer
National Biodiversity Authority, Chennai.
ANNEXURE I

GENERAL CONDITIONS OF THE TENDER AND SCOPE OF SERVICE

Introduction

The National Biodiversity Authority (NBA), Chennai, a statutory body established under the Biological Diversity Act, 2002, invites sealed tenders from registered and authorized contractors/agencies/service providers having experience and expertise in providing security services to Central Govt., State Govt., PSU for providing Security Guards on a 24 x 7 mode to its head office at Chennai at the following address: 5th Floor, TICEL Biopark, CSIR Road, Taramani, Chennai – 600113.

The Service provider agency, should provide 6 security guards {2 security guard per shift x 3 shifts (1 shift – 8 hour duty)} round the clock in National Biodiversity Authority, 5th floor, TICEL Biopark, CSIR Road, Taramani, Chennai – 600 113.

1. SCOPE OF SERVICE

The scopes of services to be rendered by the securities are as follow:

1.1 To ensure security of movable and immovable properties of NBA against theft or damage. They should take full responsibility for thefts and losses of properties and take immediate action to restore the articles or damages.

1.2 To check people on entry/exit based on Identity cards system, issue of passes or other systems introduced by NBA, Chennai and maintain visitor’s record.

1.3 Thorough checking of incoming and outgoing materials against proper Gate Pass duly signed by the authorized signatory.

1.4 To keep proper records of incoming and outgoing materials by maintaining a proper register.

1.5 To ensure that no hawkers, marketing persons or vendors are allowed inside the Campus without permission.

1.6 To bring to notice any suspicious activity noticed during discharge of duties by security guards.

1.7 To attend fire-fighting operations i.e. capable of handling fire hydrants, wet risers and attending fire alarm system whenever required.

1.8 To respond to phone calls during beyond office hours on emergency basis. A record of such phone calls received shall be maintained by them.

1.9 To manage keys of doors inside NBA office, vehicles etc. and issue to the authorized and designated Officers/persons only. The security personnel should handover all the keys to the NBA management after the expiry of the contract. In case of any loss, mishandling, etc., the cost of the same would be recovered from their bills or security deposit.
1.10 To switch off and switch on electrical points, closing of water taps etc., after the office hours.

1.11 To convey message whenever received to the concerned officials.

1.12 To maintain records of arrival and departure of staff cars.

1.13 Security Guards will not be changed by security agency so frequently until and unless so warranted and permitted by the NBA.

1.14 Security Guards shall be in position in full and proper uniform wearing identity cards, badges, etc., which shall be provided by the Security agency.

1.15 Sub-letting of contract shall not be permitted.

1.16 NBA will not be responsible to provide any residential accommodation to security personal deployed by security agency.

1.17 If any of the Security Guards are to be found involved in any kind of theft or sabotage or pilferage, the security agency shall be responsible for recovery of stolen articles and value thereof shall be deducted from the Bill. In addition, penalty of 10% of the bill shall also be recovered from security agency.

1.18 Each monthly bill shall be supported by an attendance sheet for service rendered by Security agency and shall produce documentary proof of PF/ESI /Service Tax etc. deposited to Govt. in respect of security guards deployed at NBA. PF/ESI Number shall be provided by security agency to NBA. Proper attendance register of all the security for all shifts at different locations will be maintained.

1.19 The agency may be required to coordinate/liaise with local authorities such as Tamil Nadu Police etc. in connection with the security services as per requirement of prevailing legislation in such matters as called for.

1.20 It is the responsibility of the security guards to maintain all the registers including security services such as Inward, Outward, Gate Pass, etc. They should also monitor and maintain the records for Drinking water supplies. In case any tampering or alterations of records are found, the NBA reserves the right to deduct one day salary of the concerned Security Guard.

1.21 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will render the bid ineligible.

1.22 The submission of tender will bind the bidder as to acceptance of all the conditions specified herein.
2. TECHNICAL CRITERIA

The following criteria should be fulfilled for qualifying in Technical bid:

2.1 The applicant should be a registered and authorized contractor/agency/service provider having experience and expertise in providing security services for Central Govt. Ministries/ Departments/ PSU/Autonomous bodies/ Statutory bodies of GOI/ International agencies like World Bank, UNDP etc. (Certificate for having performed the work/ service satisfactorily in the said ministry/ dept. /organization should be attached.)

2.2 The Agency should have a valid Provident Fund registration with the Regional PF Commissioner, PAN/TAN number/ESI registration/Sales Tax/Service Tax Registration Numbers, the details of which should be provided.

2.3 Copy of IT returns filed and Turnover (Profit and Loss Account) for the three financial years i.e. 2013-14, 2014-15 and 2015-16 duly audited by Chartered Accountant should be furnished.

2.4 Copies of work orders/award letters showing the experience of work in the last three years i.e. 2013-14, 2014-15 and 2015-16 should be provided.

2.5 The bidder should not have been blacklisted or debarred by any Government Organization/PSU etc. The firm/agency may furnish an undertaking to this effect on its letter head duly signed by authorized person of the firm/agency.

2.6 The Agencies shall furnish an Earnest Money deposit (EMD) in the form of DD drawn in favour of “National Biodiversity Authority” issued by any commercial Bank for an amount of Rs.54,000/- (Rupees Fifty Four Thousand only) along with the bid. The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days of opening of financial bid. The EMD of the selected contractor will be refunded without interest after awarding of contract and on receipt of performance guarantee.

2.7 The EMD may be forfeited, if a bidder withdraws his bid during the period of validity of the bid specified by the bidder in the Bid and/or on submission of false documents/ undertaking.

2.8 The agency must have its registered office or branch in Chennai. (Proof of existence such as rent agreement, certificate of incorporation etc should be furnished).

2.9 The Bidder should submit the following documents along with the technical bid:
(i) Demand Draft for EMD amount.
(ii) Experience certificates or work orders for providing Security Service to Government organizations/ PSUs for a period of at least 3 years.
(iii) Copy of relevant registration documents certifying the bidder’s entity as a proprietorship/ partnership/ company.
(iv) PAN/TAN number.
(v) Service tax registration number of the firm.
(vi) Copies of Turnover (Profit and Loss account).
(vii) The Provident Fund registration.
(viii) ESI registration.
(ix) Proof of existence such as rent agreement, certificate of incorporation etc. for office at Chennai

Note: Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.
3. OPENING OF TECHNICAL BID:

3.1 The bidders may prefer to be present at the time of opening of the bid. In case any of the authorized representatives of the bidder attends the tender opening he/she must bring an authorisation letter with identity card. The bidders/their representatives present there, shall sign a register evidencing their attendance.

3.2 The technical bids will be opened first in the Office of National Biodiversity Authority (NBA), 5th Floor, TICEL Biopark, CSIR Road, Taramani, Chennai – 600 113 on 5th January, 2016 at 17.00 hrs. In case 5th January, 2016 is declared as a holiday, then the tender will be opened at the same time/place on the next working day. The opening of financial bids will be done at a later date.

4. EVALUATION METHODOLOGY OF TECHNICAL BID:

4.1 All the tenders received will be scrutinized and the technical bids will be evaluated based on the bidder’s technical capabilities and experience in the field, awarding marks as illustrated in Annexure – V.

4.2 Only qualified technical bids will be considered for opening of Financial Bid.

4.3 Notwithstanding anything stated above, NBA reserves the right to assess bidder’s capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NBA and decision of NBA in this regard shall be final.

5. OPENING & EVALUATION METHODOLOGY OF FINANCIAL BID

5.1 The financial bids of only those bidders, who are found qualified on evaluation of the technical bids, shall be opened at a later date after intimation to technically qualified bidders. In case the date for opening of tender is declared to be a Holiday by the Central/State Govt. or Local administration, then it will be opened on the next working day.

5.2 All the rates should be quoted in figure and also in words in Financial Bid (Annexure – IV). Taxes, however, should be indicated separately. Any overwriting / Correction should be attested by the Bidder. In case, the rate quoted in figures differ from those quoted in words, the rates quoted in words will be taken for evaluation.

5.3 The evaluation methodology of financial bid is given in Annexure – VI.

6. FINAL EVALUATION

6.1 Final Evaluation will be made based on the Maximum scores obtained in technical and financial bids. For this purpose, 70 % weightage for technical qualification and 30 % for financial bid will taken into consideration as shown in Annexure - VII.

6.2 If more than one bidder scores the same as L1, the L1 will be considered based on the marks scored on technical bid.
7. TERMS & CONDITIONS OF THE CONTRACT

7.1 An agreement with detailed terms and conditions shall be made with the selected contractor.

7.2 All the terms and conditions as stated in the TENDER documents, Annexures and award of contract will constitute the contract between the Contractor and NBA.

7.3 The offer shall remain valid for a period of 90 days from the last date of submission of tender documents.

7.4 The Contractor shall abide by various rules and regulations of NBA as prevalent from time to time.

7.5 The Contractor shall comply with all existing Central Govt. labour legislation and Acts, such as Contract Labour Regulation Act, Workmen’s Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc., For any lapse or breach on the part of the contractor in respect of noncompliance of any Labour legislation in force during the validity of the contract, the Contractor would be fully responsible and shall indemnify the NBA, in case the NBA is held liable for the lapse on the part of the Contractor, in this regard.

7.6 Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

7.7 The Contractor and his security personnel shall comply with all instructions and directions of the NBA authorities given from time to time. In the event of any emergency situation, the security personnel of the Contractor shall comply with instructions given by the NBA authorities, without waiting for confirmation by the Contractor.

7.8 The Contractor shall maintain Attendance and Wages registers for all guards engaged under the contract at NBA and will also take out Workmen’s Compensation insurance policy. The Contractor must make the payment of wages to guards by 1st of every month. The wages of labour engaged for providing security services shall be as per minimum wages notified by the Govt. of India, Ministry of Labour & Employment, Chief Labour Commissioner Office Notification, from time to time. The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to NBA each month along with claim for payment.

7.9 The Security service contract shall be valid initially for a period of one year only from the date of award of the contract. The contract may be extended for further periods on mutual consent.

7.10 The agreement can be terminated by either party by giving three months notice in advance. If the agency fails to give three months notice in writing for termination of the agreement any amount due to the agency from this organization including performance security shall be forfeited.

7.11 All the security guards engaged by the Contractor for carrying out tasks under this contract, shall be deemed to be the employees of the Contractor’s Agency. The Agency shall be solely responsible
for their wages, fringe benefits, conduct, duty roster, leave-records, relievers etc., The Agency shall also provide its guards photo-identity cards which shall be checked by the Security in-charge staff as and when necessary.

7.12 The contractor shall ensure that the security guards engaged by him shall not smoke beedis, cigarettes or take alcoholic drinks or chew pan, tobacco items etc.,

7.13 The contractor shall be responsible to maintain the equipment’s and other articles if any supplied by the NBA in good condition. In case of any damage he shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the contractor himself.

7.14 On termination of the agreement, the contractor will hand over all the equipment/articles as supplied by the NBA in good working condition back to NBA.

7.15 NBA is not bound to provide any mode of transport in respect of men or material required for the contract.

7.16 The contractor has to deploy the security supervisor/guards during Function/Events/Holidays and Sundays also, at no extra cost.

7.17 The contractor shall ensure that either he himself or his representative is available for proper administration and supervision at the work place.

7.18 Sub-contracting of the contract is strictly prohibited.

7.19 Dispute, if any, arising out of the security services contract shall be settled by mutual discussion. The decision of NBA is final in the matter.

7.20 NBA reserves its right to act on this tender or to use its sole discretion in any manner, in proceeding or cancelling any or all matters connected to award of the contract for security services.

7.21 The Contractor shall be contactable at all times and message sent by phone/ E-mail/ Fax/ Special Messenger from the organization to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instruction issued by the organization in fulfilment of the contract from time to time.

7.22 For the purposes of this Contract, “Force majeure” means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The obligations of NBA and the Service provider agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control. The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.
(a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
(b) Has informed the other Party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.

7.23 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.24 The Service provider agency is entitled to the payments for the service provided before the happening of any event constituting force Majeure culminating in termination of contract. Decision of NBA in this regard will be final and binding upon the contractor / firm.

8. INDEMNITY

8.1 The contractor hereby agrees to keep indemnified, hold harmless NBA against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the contractor or any of the persons deployed by it pursuant hereto or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises.

9. CONDITIONS OF ENGAGEMENT

9.1 The Service provider agency has to furnish the bio-data of the appointed personnel with details of age, qualification, medical fitness, permanent and present address and phone numbers. Change of personnel shall be intimated in advance.

9.2 The Service provider agency shall ensure deployment of suitable persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the service provider will be got verified by the service provider through Police / District Authorities before their deployment and a certification to this effect submitted to this office in the form of an Affidavit.

9.3 The Service provider agency personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed by him.

9.4 The Service provider agency personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements / administrative / organizational matters as all may be of confidential / secret in nature.

9.5 Each guard would be deployed for eight hours. There will be two guards in one shift and they will
put signature in the Attendance Register maintained by this office.

9.6 No person shall be engaged continuously for more than 6 days. If the person is employed continuously for 6 days, one day rest must be given to the employee by the agency.

9.7 The security personnel should be available at the premises during the period cited and they should be available for duty on all days of a week.

9.8 As required under the labour laws, the security personnel shall be given one weekly-off, and the contractor shall arrange for substitute reliever in their place.

9.9 Penalty will be imposed on pro-rata basis for the number of guards absent on daily basis.

9.10 The Service provider agency has to immediately dismiss or remove from the site of work, any security staff, and substitute with another one, if he is found unsuitable for the work, if he commit acts like sleeping while on duty, negligent performance of duty, disobedience, dishonesty, indulging in illegal activities, any other misconduct, security risk, incompetence, conflict of interest, breach of confidentiality or improper conduct etc., upon receiving written notice from this office.

9.11 There is no Master and Servant relationship between the employees of the service provider and the purchaser (NBA, Chennai). Further, the said person of the service provider shall not claim any absorption.

9.12 In case of loss or damage done to the property / vehicle of the NBA by the personnel provided by the contractor, full damages will be recovered from the contractor and decision of the competent authority of NBA shall be binding on him.

10. Statutory Obligations:

10.1 In case the contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, NBA shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, NBA reserves the right to terminate the contract. In such an event, no compensation will be payable to the contractor.

10.2 All the records relating to the payment of wages by him to his employees shall be preserved for a period of at least 3 years by the contractor and should be made available even after the contract period is over, for any verification by the statutory authorities / NBA authorities / Vigilance/ Govt.

11. OTHER TERMS AND CONDITIONS

11.1 Offered rates should be valid for one year from the date of commencement of contract.

11.2 Deduction of statutory dues from the payments to the securities provided and timely remittance thereof would be the sole responsibility of the Contractor.

11.3 All liability regarding Government dues as well as any human loss/injury during the course of work will be personal responsibility of the Contractor. The NBA shall not be liable, in any case and
an undertaking to this effect should be furnished by the contractor. NBA shall not be responsible, either directly or indirectly, to pay any compensation for bodily injury to the contract labourer/worker in case of any accident/ mis-happening taking place at NBA premises.

12. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT, EFFECTIVENESS OF CONTRACT.

12.1 Commencement of Services
This Contract shall come into effect from the date of award of contract by NBA. The selected contractor is expected to commence the Assignment on the date and at the location i.e at Chennai to be specified in the award of contract to be issued by NBA as per its requirement. If the contractor fails to commence the assignment within the specified date as per award of contract, the contract shall be liable to be terminated.

12.2 Expiration of Contract
Unless terminated earlier, this Contract shall expire at the end of such time period after the effective date as specified. However, the contract may be extended for a further period on mutual consent.

12.3 Modification
After award of the contract, any minor changes in the modus of implementation can be agreed to mutually in writing.

12.4 Subletting
The contractor shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the contractor contravening this condition, NBA shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the contractor. In such case the EMD of the selected contractor, will be forfeited.

12.5 Termination
(i) By NBA
NBA may terminate this Contract, by not less than thirty (30) days written notice of termination to the contractor, to be given after the occurrence of any of the events specified below:

(i) If the contractor commits breach of contract or do not remedy / rectify a failure in the performance of their obligations under the Contract.
(ii) If the contractor become insolvent or bankrupt;
(iii) If NBA, in its sole discretion, decides to terminate this Contract.

13. PERFORMANCE GUARANTEE

(i) The successful bidders will have to submit performance security to ensure due performance of providing timely and efficient security service as the contractor to an amount of Rs.1,80,000/- (Rupees One Lakh and Eighty Thousand only) in the form of a Demand Draft / Bank Guarantee from a commercial bank in favour of National Biodiversity Authority.
(ii) A performance security deposit of Rs.1.80 lakhs will be forfeited in case of non compliance of
the terms of the agreement by the service provider.

(iii) The performance security will be valid for a period of 60 days beyond the validity of the contract.

14. PAYMENT

14.1. The agency shall raise the bill in duplicate duly certifying that the payment has been made along with the EPF & ESI statements of each individual for each month individually in the first/second week of the succeeding month. The payment will be made within two weeks from the date of receipt of the bill which is complete in all aspects after deduction of taxes, deductible at source under the laws in force.

14.3 No advance payment in part or full shall be made by NBA.

15. ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to make their best efforts to attempt to resolve all disputes with promptness, in equity and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English and the venue of arbitration shall be in Chennai. The sole arbitrator will be appointed by Chairman, NBA whose decision in this regard will be final & binding.

16. JURISDICTION

The parties hereby irrevocably consent to the sole jurisdiction of the Courts at Chennai only in connection with any actions or proceedings arising out or in relation to this TENDER.

17. REJECTION

17.1 Tenders received after the stipulated date will be rejected.

17.2 Tender is liable to be rejected if complete information is not provided as required.

17.3 Tenders which are not accompanied with the prescribed documents will be summarily rejected.

17.4 Tenders/rates quoted in other than the prescribed proforma shall be rejected.

17.5 Furnishing of any miscalculation in the financial bid (Annexure IV) shall be at the bidder’s risk and the cost and the bid may be liable for rejection.

17.6 NBA reserves the right to reject any or all tenders or cancel/withdraw the notice inviting tender without assigning any reason whatsoever and in such case no applicant shall have any claim arising out of such action.
ANNEXURE-II
OPEN TENDER FOR SECURITY ARRANGEMENTS AT THE HEAD OFFICE OF
NATIONAL BIODIVERSITY AUTHORITY, CHENNAI

TECHNICAL BID - ACCEPTANCE LETTER

Full Name and address of the applicant in addition to address and other relevant information needed for the complete Address:-

From:-

To
The Secretary,
National Biodiversity Authority,
5th Floor, TICEL BioPark,
CSIR Road,
Taramani,
Chennai – 600 113

Sir,

1. I / we have read all the particulars regarding the general information and other terms and conditions of the contract for security arrangements at the head office of National Biodiversity Authority, Chennai and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the TENDER at the rates given in Annexure IV to this TENDER and I / we agree to hold this offer open till One year from the date of entering a job contract with NBA. I / we shall be bound by a communication acceptance despatched within the prescribed time.

2. I / we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this TENDER. The documents to accompany this TENDER are at page Nos.

4. Every page so attached with this TENDER bears my signature and the official seal.

5. The Offer shall remain valid for acceptance for a period of 90 days from the last date of submission of Tender documents.

Signature & Seal of Applicant with date
Address

Name & Signature of witness
Address
ANNEXURE – III

TECHNICAL DETAILS (Technical Bid)

(TO BE SUBMITTED ON THE LETTER HEAD OF FIRM/AGENCY UNDER SIGNATURES OF THE AUTHORISED SIGNATORY)

1. Name of the Firm/Agency & Address
   (with telephone/fax/e-mail/website)

2. Constitution of the Firm/Agency
   a) Indian Companies Act 1956
   b) Indian Partnership Act, 1932: (please give names of partners)
   c) Any other Act, if not, the owner

3. For partnership firms whether registered under 'The Indian Partnership Act, 1932', please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the TENDER.
   i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorising the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
   ii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

4. Name and Full Address of their Bankers

5. Registration Number of the firm

6. ESI Number of Firm

7. EPF Number of Firm

8. Registration Number under Contract Act

9. Service Tax Registration Number of the firm

10. PAN Number

11. Experience in Number of years (Name and address of client departments may be indicated.)
   (Enclose copy of contract, details of satisfactory performance report/ work completion from their clients from Govt./PSUs)

12. Turnover for the last 3 years. (Chartered Accountant Certified copy of Profit & Loss account be attached) (i.e. 2013-14, 2014-15, 2015-16).

(All the above information must be accompanied with the certified copies of the documents, failing which the TENDER will be liable to be rejected.)
I/We hereby submit that the information submitted hereby are correct & best of my/our knowledge & belief. My/Our agency has not been debarred by any Govt. department/PSUs for providing Security services during last 3 years. In case of any information/documents found to be false, fake or incorrect, NBA is free to take action against my/our agency as deemed fit by them. I/we,__________________do also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of the Authorised person with seal)
Name and seal of the bidder

Note: A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed with the technical proposals.
Annexure – IV - Financial Details

(Security Arrangements at the Head Office of National Biodiversity Authority, Chennai)

Financial Bid

(To be submitted on letterhead of service provider/agency under signatures of the authorised agency)

To
The Secretary,
National Biodiversity Authority,
5th Floor, TICEL BioPark,
CSIR Road,
Taramani,
Chennai – 600 113.

I / we wish to submit our TENDER for security arrangements at the head office of National Biodiversity Authority, Chennai, on the following rates:

Contract Fees – Per day (8 hours X 1 shift)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a). Minimum wages per shift of 1 security guards without arms as Govt. of India, Ministry of Labour and Employment, Office of the Labour Commissioner - Minimum wages act.</td>
<td>Rs. 414/-</td>
</tr>
<tr>
<td>(b). Agency’s contribution towards EPF for 01 security guard per day @ 13.36% on (a)</td>
<td>Rs. 55.31/-</td>
</tr>
<tr>
<td>(c). Agency's contribution towards ESI for 01 security guard per month @ 4.75% on (a)</td>
<td>Rs. 19.67/-</td>
</tr>
</tbody>
</table>

Sub Total: (a+b+c) | Rs. 489/--

(d). Other charges if any should be in lump sum | Rs.................................

(e). Service charges should quote in percentage by the bidder .................%. [Should not be less than the TDS applicable percentage] (Total of a+b+c+d @.......... %) | Rs.................................

Grand Total (a+ b+ c+ d+ Service charges): | Rs.................................

The rates quoted will be valid for a period of one year from the date of acceptance of the tender. Taxes, however, should be indicated separately. We have carefully read the terms and conditions and agree to abide by these in letter and spirit.

Signature of the Authorised Signatory

Name and seal of the bidder

Place & Date
### ANNEXURE – V

#### TECHNICAL BID EVALUATION

<table>
<thead>
<tr>
<th>Experience in Central/State Govt. Ministries/PSU/Govt.undertaking / Autonomous/statutory bodies / International agencies such as World Bank / UNDP etc. with proof (Minimum Two years in providing Security arrangements)</th>
<th>Constitution of the firm/Agency (Proof to be given)</th>
<th>Copy of work orders/award letters showing the experience other than column 1 in any of the last 3 years ie. 2013-14, 2014-15, 2015-16</th>
<th>*Turnover of following three years ie., 2013-14, 2014-15, 2015-16.</th>
<th>TOTAL SCORE</th>
</tr>
</thead>
</table>
| Max. Marks : 30 marks  
- Each work orders - 5 Marks. | Max. Marks : 15 Marks  
- Public Ltd. Company/Private Ltd. Company – 15 Marks  
- Partnership firm – 10 Marks  
- Proprietorship firm – 5 Marks | Max. Marks : 25 marks  
- Each work order - 5 Marks | Max. Marks : 30 Marks  
- 3 years average  
- 5 Crore- 20 Crores -15 Marks  
- Above 20 Crores – Less than 50Crores – 25 Marks.  
- Above 50 Crores - 30 Marks | 100 |

* Minimum Qualifying marks – 60 marks  
* Turnover will be taken from Profit and Loss account.
FINANCIAL BID EVALUATION

Bid evaluation Criteria and selection procedure

A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS)** process. 70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.

**Evaluation Criteria for Financial Proposal**

The price bids of only those Firm/Agencies who qualify technically will be opened. The proposal with the lowest cost bid will be given a financial score of 100 and the other proposals will be given financial score that are inversely proportionate to their cost bids.

For e.g assuming that out of technically qualified bids a firm “A” who has quoted the lowest in the overall calculation (i.e Rs. 10000/-) is lowest one, it will be given a financial score of 100. Other technically qualified firms who have quoted above L1 will be given the financial score as worked out in the following examples.

<table>
<thead>
<tr>
<th>Firms</th>
<th>Bid Rate</th>
<th>Financial Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm “B” -</td>
<td>12000</td>
<td>10000/12000 x 100 = 83.33333 = Round off = 83 scores</td>
</tr>
<tr>
<td>Firm “C” -</td>
<td>14500</td>
<td>10000/14500 x 100 = 68.96552 = Round off = 69 scores</td>
</tr>
<tr>
<td>Firm “D” -</td>
<td>13000</td>
<td>10000/16500 x 100 = 60.60606 = Round Off = 77 Scores</td>
</tr>
</tbody>
</table>

For working out the combined score, the NBA will use the following formula:

Total points = [70% x T (S)] + [30% x F (S)] where

T(s) stands for technical score
F(s) stands for financial score as worked out above

For e.g if a firm scores 50 marks in Technical bid and 83 marks in Financial bid the total points will be worked out as follows: -

[70/100x 50] + [30/100x 83]
Total = 35+24.9 = 60 points.

The proposals will be ranked in terms of total points scored. The proposal with the highest total Points (H-1) will be considered for award of contract.
ANNEXURE –VII

FINAL EVALUATION

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of the Firm/Agency (2)</th>
<th>Weightage of Technical Bid (70% of technical scores)</th>
<th>Weightage of financial Bid (30% of financial scores)</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>70% X T(S)</td>
<td>30% X F (S)</td>
<td>Col(3) + Col(4)</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
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<tr>
<td>4</td>
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<td>5</td>
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</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(i) Evaluation will be done by clubbing the weightage assigned for both technical and financial bids and the highest mark scorer (H1) will be awarded the contract.

(ii) If more than one bidder score the same as H1, the winning bidder will be considered based on the marks scored on technical bid.
## ANNEXURE – VIII

### CHECKLIST

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>To be submitted with</th>
<th>Declaration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ANNEXURE – I, II, III, V &amp; VIII</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Earnest Money Deposit</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Signed copy of Tender document (each page)</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Experience certificates</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>(i)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iv)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(v)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Registration of the firm</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>Provident Fund registration with the Regional PF Commissioner</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>7</td>
<td>ESI registration</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>PAN / TAN document</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>9</td>
<td>Service tax registration</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>Profit &amp; Loss Account</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>12</td>
<td>Proof of existence such as rent agreement, certificate of incorporation etc. for office at Chennai</td>
<td>Technical Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td>13</td>
<td>Financial Bid</td>
<td>Financial Bid cover</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>(i) ANNEXURE – IV (sealed cover)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>