



TENDER DOCUMENT
FOR PROVIDING SECURITY SERVICE

Last Date of Tender Submission: 28/01/2023 up to 1:00 pm

Date of Tender opening: 28/01/2023 at 3:00 pm

THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD., CURTI, PONDA GOA.

GENERAL TERMS AND CONDITIONS FOR TENDER

1. The Scope of the Work to be carried out by the successful bidder is mentioned as per **Annexure I**.
2. The Tenderers/Bidders are to submit TWO PART TENDER (both Part-A, Technical bid as per **Annexure II** and Part-B Commercial Bid as **Annexure III**).
3. Part-A Pre-qualification/Technical Bid and Part-B Commercial bid as per the format provided hereunder should be submitted in two different covers duly superscribed as **Pre-qualifications/Technical Bid in one cover and as Commercial Bid** in another and again put in a larger wax sealed cover duly superscribed "Tender for providing Security Services at Dairy Plant, Administrative Building of the Union at Curti Ponda and at Cattle Feed Factory, Usgao, Goa to be , addressed to the Managing Director of the Goa State Co-operative Milk Producers Union Ltd., Curti, Ponda Goa and submit either in person or by post so as to reach on or before the time and date specified. Tenders received after the specified date and time shall be **summarily rejected**.
4. All the pages in both Part-A. Technical Bid and Part-B Commercial Bid should be signed at the bottom of each page without omission by the authorized signatory with name and seal of the firm.
5. Tender submitted in any other mode apart from prescribed Forms by the Union shall be summarily rejected.
6. The present requirement of security personnel is as below:
 - a. Security Officer : 1.
 - b. Security Supervisor: 4.
 - c. Security Head Guard Fire Fighting: 1.
 - d. Security Guard without Arms: 11.
 - e. Security Watchman: 24
7. Earnest Money Deposit (EMD): Tenderes / Bidders should submit "Earnest Money Deposit" (EMD) of Rs. 25,000/- (Rs. Twenty Five Thousand Only) by Demand Draft of any Nationalized Bank in favour of "THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD" payable at Curti, Ponda Goa. If the Tenderer is entitled for EMD exemption then necessary documents to be annexed/produced. In the event of bidder backing out before actual award or execution of agreement, Union will have right to forfeit the EMD. In case the successful tenderer declines the offer of contract for whatsoever reason(s) his /her EMD will be forfeited.
8. The Earnest Money Deposit (EMD) will be converted into security deposit in case of the successfully bidder.
9. Upon awarding contract, Security deposit of Rs.7,00,000/- shall be deposited by successful Tenderer before execution of an Agreement on the stamp paper of Rs. 1000/-, the cost of which to be borne by the successful Tenderer/Bidder and the Security Deposit shall be refundable to the contractor only after satisfactory completion of the contract with due procedure. The General/Special terms and conditions of the contract shall be as per the **Annexure IV**.
10. No Interest will be paid either on EMD or Security Deposit.

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11. The Union reserve the right to recover losses or damages if any, to the Union on account of any other non-compliance of the General Terms and Conditions of the contracts.
12. The Contract is liable to cancellation by forfeiting the security deposit as per discretion of management, if the contractor is found to be indulging in unethical practices, theft or doing any malpractices which is against the rules and regulations of the Union.
13. Tender documents received without **Earnest Money Deposit (EMD)** shall be rejected.
14. The Party should quotes basic rates including applicable taxes for all the items..
15. In case of failure / non compliance by the selected party/Contractor, if situation so demands to depute any other party for the same, then the difference if any shall be recovered from the contractor or the amount will be adjusted from the amount of security deposit of the contractor.
16. The selected Tenderer / bidder shall have to provide the required man power on regular basis as per verbal / written instructions of the Managing Director of the Union and communication in this regard is final and binding to the contractor..
17. The Union reserve the right to extend or reduce the period of the contractor or to cancel the contract without assigning any reason thereof.
18. Along with Tender Form, all the necessary Documents as mentioned in the said Form must be annexed without which Tender will be rejected.
19. If any bidder is awarded with the work, not does not carry out the work properly, his Security Deposit/EMD shall be forfeited.
20. The Agency shall make their own accommodation security personnel & they should stay outside the campus of the Union.
21. A list giving the addresses of the establishments where security service is presently provided by the tenderer should be enclosed with the tender form.
22. The Agency should have minimum 5 years of experience of providing security service in reputed Industrial Unit and should have ex-servicemen on top of the organization having minimum strength of 50 nos. of trained personnel with annual turnover of minimum 75 lakhs.
23. The Union at its sole discretion and without assigning any reason thereof, reserve the right to accept / or reject the tender.

**MANAGING DIRECTOR
FOR THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD**

THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD., CURTI, PONDA GOA.

ANNEXURE I

Scope of Work & Other Conditions

- (1) Security Services will be required at the following places:
 - i. Administrative Office of the Goa Milk Union, Curti, Ponda Goa.
 - ii. Dairy Plant of the Goa Milk Union, Curti, Ponda Goa.
 - iii. Cattle Feed Plant, Marvasada, Usgaon, Ponda Goa of the Goa Milk Union.
 - iv. Any other place designated later by Goa Milk Union.

- (2) Security Services will include-
 - i. Providing Security Officer in general shift and Supervisors, Head Guards, Security Guards, Watchman round the clock (in three shifts per day, 8 hrs per shift). The Total Security Personnel shall be 41 in numbers which may be increase or decrease during the contract period and which shall include 2 or more lady Watchperson as per requirement of Union.
 - ii. Security of the assets of the Goa Milk Union against theft, burglaries, dacoits, pilferage and misappropriation etc.
 - iii. Prevention of injury/assault to persons/visitors/farmers/staff of Goa Milk Union and maintenance of Law and Order of the Goa Milk Union.
 - iv. Providing protection to everyone, considering liberal and open culture among all.
 - v. Preventing the presence of cattle, dogs, snakes, tree poachers, anti- social elements etc. in the premises of the Goa Milk Union.
 - vi. Assisting Goa Milk Union in handling emergencies like fire, flood, earthquake etc.
 - vii. Maintaining records of visitors as directed by Goa Milk Union.
 - viii. Regulating incoming and outgoing movement of material and vehicular traffic.
 - ix. Patrolling of Goa Milk Union Campus.
 - x. Flag Hosting and Flag Lowering during Independence Day in the Goa Milk Union.
 - xi. Taking care of vehicles parked in parking area(s) of the Goa Milk Union Campus.
 - xii. Locking and Unlocking of offices, gates, doors, windows etc and keeping safe custody of keys of Goa Milk Union.
 - xiii. Monitoring effective consumption of lights and equipments.
 - xiv. Maintaining log-book at main gate for all the vehicles.
 - xv. Adhering to the Standard Operating Procedure (SOP) issued by Goa Milk Union.
 - xvi. Delivery/Receipt of Milk and Milk Products, Medicines, Cattle Feed, Correspondence/documents, equipments etc. as per the direction of Goa Milk Union.
 - xvii. Any other related work assigned by Goa Milk Union at later stage.

- (3) Security agency should have minimum 50 trained personnel on their payroll as on last date of submission of bid are only eligible to apply.

- (4) The agency shall have organized training arrangements for security personnel with clear recruitment policies.

- (5) The bidder should have financial turnover of minimum Rs. 75 Lakhs (Rupees Seventy-five Lakhs) per year from security services related work in the last 03 (three) financial years.

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- (6) The Agency should have minimum 5 years of experience of providing security service in reputed Industrial Unit/Factory/Company and should have ex-servicemen on top of the organization having minimum strength of 50 numbers of trained personnel with annual turnover of minimum 75 lakhs.
- (7) Employee of the agency:
 - i. Every personnel deputed by the Security Agency shall be literate/educated, who have a working knowledge of Hindi, English, Marathi and Konkani. As far as Officer, Supervisor and Head Guard are concerned they should be Computer literate.
 - ii. The Security Officer, Supervisors, Head Guards, Guards and Watchman deployed by the Security agency must be medically fit and of good character and shall be between 18 to 40 years of age respectively except Security Officer (as far as age is concerned) who shall be the ex-servicemen on the top of the Personnel deployed by the agency up to 60 yrs of age. The personnel of the security agency shall keep themselves neat and clean always.
 - iii. Anyone found below the minimum standard mentioned above shall be removed immediately by the Goa Milk Union and penal action shall be taken against the security agency as per penalty clause of General Terms & Conditions.
- (8) Uniform of security Personnel etc: The Security Agency shall provide proper Uniform including boots/shoes, belt, badge, whistle, caps, canes / stick, torch, jerseys (woolen sweaters) & rain coat etc. to every personnel deployed by the agency in the Goa Milk Union Campus at their own costs and expenses. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.
- (9) The Security Agency personnel shall carry an identity card duly attested by the Goa Milk Union/Executive of Security Agency. A photocopy of these cards along with computer data shall be given to the Goa Milk Union for record/ verification etc.
- (10) The Security agency personnel shall be experienced with the first-aid treatment and fire-fighting equipments.
- (11) The Security agency shall ensure biometric attendance of its security personnel on the machine provided by the Goa Milk Union.
- (12) The Goa Milk Union shall have the right to check up, from time to time, the Security personnel on duty, the uniforms worn by the security personnel, their fitness etc up to the satisfaction of the Goa Milk Union.
- (13) The Security Agency shall have a regular system of training the Security Personnel before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
- (14) The agency shall be capable to provide vehicles and licensed radio / wireless equipment's for communication to its personnel.
- (15) The Goa Milk Union will not provide any residential space for accommodation and transportation to the agency. The agency has to make its own arrangement for the residential accommodation and the transportation to the deployed staff.
- (16) **Misconduct:** The conduct/characters/antecedents and proper bonafide of the personnel shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its personnel to the Goa Milk Union.

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- (17) There should be no case pending with the police against the Proprietor of the Agency/Firm/Partner/Personnel of the Agency and Agency should not be blacklisted by any Industrial Unit/Factory/Compan. All the security personnel should be police verified and record should be submitted to the Goa Milk Union.
- (18) The Security Agency shall maintain record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The security agency shall also be responsible to lodge complaints with police authorities in such instances after prior permission of Goa Milk Union and take follow-up action for recovery of lost material/equipment.
- (19) The Goa Milk Union shall identify time to time the requirement of personnel, to be deployed for the security of the campus, in consultation with the Security Agency. The Goa Milk Union reserves the right to increase or decrease the numbers of the security personnel in addition to the prescribed manpower, whenever required, Security Agency has to provide additional manpower at the rates quoted in the tender.
- (20) The Security Agency shall have a proper system of checking the personnel on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
- (21) The Security agency shall maintain Complaint Book at the main entrance gate.
- (22) Penalty wherever mentioned in this document will be imposed as per penalty clause of General Terms & Conditions
- (23) The responsibility for taking appropriate security measures shall be entirely that of the Security agency. The Goa Milk Union will be entitled for compensation against the Security agency, in case an inquiry by Goa Milk Union establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its personnel. The said compensation shall be in addition to the findings and recommendations that the enquiry may propose. After enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security agency or if the personnel of the Security agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Goa Milk Union or its employees to whom loss is caused, shall be totally indemnified/compensated by the Security agency on actual basis.
- (24) The agency shall nominate a nodal officer for day to day communication. The security personnel shall be equipped with latest communication systems like radio sets. Night Guards shall be equipped with proper protection and illuminating/lighting devices. While working at the premises of the Goa Milk Union, they shall work under directives and guidance of Managing Director or any other person/Official deputed by Goa Milk Union.

**MANAGING DIRECTOR
FOR THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD**

**THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD.,
CURTI, PONDA GOA.**

ANNEXURE II
TECHNICAL BID

SR. NO.	Particulars of Technical Bid	Details as per requirement of Tender Conditions
1	Name of the Bidding Firm /Agency	
2	Name of Proprietor / Partner / Director along with proof as authorized person to sign the document & deed etc.	
3	Full Address of Registered Office/Authorized Person and its Mobile No./Fax No. E. Mail address etc	
4	Details of incorporation/Registration Certificate of the applicant Firm/Agency	
5	Tender cost payment details /Receipt No. and Date:	
6	E.M.D. amount remitted(Details of DD)	
7	In case the Agency/Firm is exempted from payment of Tender Fee/ Earnest Money under any scheme of the union/ State Government, copy of the Certificate of registration of the Security Firm/Agency under the specific scheme of the Union/State Government	
8	License to run Security Agency (PSARA Certificate)	
9	ISO Certificate.	
10	Labour Welfare Fund Contribution Statement as on date.	
11	E.S.I. Registration	
12	E.P.F. Registration	

Contd..

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TECHNICAL BID

SI No	Particulars of Technical Bid	Details as per requirement of Tender Conditions
13	PAN No. & Income Tax Return file acknowledgement for the last three financial years.	
14	Certificate from Chartered Accountant Firm about annual turnover of minimum 75 Lakhs for last 3 years.	
15	GST Registration No.	
16	Minimum 5 years of experience of providing security service in reputed Industrial Unit/Factory/Company and about ex-servicemen on top of the organization.	
17	Minimum strength of 50 numbers of trained personnel	

THE BIDDERS/TENDERERS NEED TO ATTACH THE RELEVANT DOCUMENTS/CERTIFICATES DULY SIGNED, SEALED AND SERIALLY NUMBERED PERTAINING TO ABOVE REQUIREMENT WHEREVER APPLICABLE AND FAILURE TO COMPLY WITH THE SAME SHALL ATTRACT REJECTION OF TENDER.

“It is certified that all above information’s are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

**NAME & SIGNATURE OF THE TENDERER
With Seal of the Agency/Firm**

Date:

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ANNEXURE III **PART II – COMMERCIAL BID**

The Goa Milk Union shall open the financial bids of only those bidders who have been declared technically qualified by the Tender Evaluation Committee. The bidder must submit their financial bid in the prescribed format and no other format is acceptable.

FORMAT FOR QUOTING RATES FOR PROVIDING SECURITY SERVICES TO GOA MILK UNION ON MONTHLY BASIS (RATES ARE TO BE GIVEN IN RUPEES ONLY)

SR. NO.	ITEM DESCRIPTION	OFFICER (1 No.)	SUPERVISOR (4 Nos.)	HEAD GUARD (FIRE FIGHTING) (1 No.)	GUARD (WITHOUT ARMS) (11 Nos.)	WATCH-MAN (24 Nos.)
1	Minimum wages per month including VDA					
2	EPF					
3	ESI					
4	Weekly Off/Leave relief in lieu of Holiday/National Holidays					
5	Total Sr. No. 1 to 4					
6	LWF					
7	Bonus Per Month					
8	Total(5+6+7)					
9	Service charges (To be quoted in % on Sr. No. 8)					
10	Grand Total in figure (Sr. No. 8+9)					
11	Grand Total in Words (Sr. No. 8+9)					

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- (i) The above template must not be modified/replaced by the bidder and the same should be **submitted as it is** after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)
- (ii) Wages should include VDA which should not be less than the minimum wages prescribed under the notification issued by the respective State Governments. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of minimum wages as per Local State Government shall be incorporated in the rates as and when applicable. The agency shall also comply with all statutory requirements under ESI scheme, EPF and the payment of the Bonus Act, 1965, The rates of EPF, ESI and Bonus are to be calculated as per Government of India Notification on the subject matter.
- (iii) Payment will be made after deduction the applicable TDS and on producing copy of payment of all statutory dues.

**NAME & SIGNATURE OF THE TENDERER
with Seal of the Agency/Firm**

Date:

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ANNEXURE IV

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. *Period of Contract:* Contract period will initially be for One year.
The contract may be extended subject to satisfactory performance and at the sole discretion of Goa Milk Union on an annual basis for a further period of up to two years. In the event of bidder backing out before actual award or execution of agreement, Goa Milk Union will have right to forfeit the Bank Guarantee.
2. *Exit Clause:* Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by Goa Milk Union by giving one-month notice without giving any reason and by the agency by giving three-month notice.
3. *Contract Agreement:* The successful bidder shall be bound to execute an agreement on a non-judicial stamp paper of 1000/- (Rupees One Thousand only) and the cost of the said stamp paper to be borne by the Agency. The Goa Milk Union reserves the right to amend the terms & conditions of contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.
4. Intending tenderers are advised to inspect and examine at their own cost, the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.
5. *Sub-Contracting:* The agency shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner except with the specific approval of Goa Milk Union.
6. *Taxes, Labour Laws and Other Regulations:*
 - i) The Security agency shall comply with all statutory requirements existing as well as those promulgated from time to time viz. P.F. Act, ESI Act, Bonus Act, Central/State Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Migrant Labour Act and/or such other Acts or Laws of Central, State, Municipal and local governmental agency or authority etc

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whichever is/are applicable to the organization of Security agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.

- ii) The Security agency is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
- iii) The Security agency shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance with any statutory provisions/ obligations. The agency shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.
- iv) The Security agency shall be responsible and liable for all the claims of its personnel.
- v) The Security agency must have license under the Contract Labour (R&A) Act from the appropriate Authority/State Labour Commissioner and produce the same while submitting e-tender. The agency would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as per Law for inspection by visiting Labour Enforcement Officers.
- vi) The Security agency shall obtain adequate insurance policy in respect of its workmen/Personnel engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- vii) Further, Security agency shall not involve in the matters of Goa Milk Union in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Security agency shall be solely responsible.
The Security agency shall indemnify and keep indemnified Goa Milk Union against all losses and claims for injuries and or damages to any person or property. The agency shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Goods & Service Tax (GST), Royalty, Works contract etc. and shall keep the Goa Milk Union indemnified against all penalties and liabilities of kind for breach of any such statute, ordinance or law / regulations or Byelaws. The agency shall not employ child labour. Payment to workers/Personnel must be according to Central/State Minimum Wages Act.

7. The personnel deployed by the Security Agency in the Goa Milk Union

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shall be removed immediately if the Goa Milk Union considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character had any sort of intoxicating item on duty and shall replace him with substitute personnel either on its own or on the demand of the Goa Milk Union. In case of removal of such personnel, no claim shall be maintainable against Goa Milk Union.

8. If the Goa Milk Union incurs any expenses or any liability is put on them in connection with the deployment of the Personnel of Security Agency, the same shall be adjusted from the bill of Security Agency.
9. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Goa Milk Union/ Govt. of India / any State or any Union Territory.
10. Payment of Bills: The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through NEFT/RTGS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the Goa Milk Union. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
11. The persons employed by the Agency for the security of the Goa Milk Union will be the employees of the Security Agency and the Goa Milk Union shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Goa Milk Union and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment or other rights from the Goa Milk Union.
12. The Security personnel employed by the Security Agency shall not form/join any union and shall not make any claim on service or other matter from Goa Milk Union.
13. The Security Agency shall be responsible for all injuries and accidents to persons employed by them and under no circumstances Goa Milk Union will be responsible to compensate them under any Act/law.
14. None of the employees of the Security Agency shall enter into any kind of private work within or outside the campus of the Goa Milk Union. Non-compliance with this provision will be deemed to be violation of the contract inviting penal action as per penalty clause of General Terms & Conditions.
15. The Security Supervisors, Head Guards, Guards and Watchmen shall be required to work in three shifts eight hours basis. However no such personnel shall be allowed to perform continuous duty beyond one shift. The Total Security Personnel shall be 41 in numbers which may be increase or decrease during the contract period and which shall include 2

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- lady Watchperson which may be increase or decrease during the contract period.
16. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
 17. In exceptional circumstances, the Goa Milk Union may request the bidders' consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
 18. Anyone or more the following action / commission / omission are likely to cause summary rejection of tender:
 - (i) Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
 - (ii) Any conditional bid or bid offering rebate.
 - (iii) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
 - (iv) Any effort by a bidder to influence the Goa Milk Union in the bid evaluation, bid comparison or contract award decision.
 - (v) Any bid received with period of validity of bid shorter than 90 days.
 19. The Goa Milk Union is not bound to award contract at the lowest price received in the tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders.
 20. Feedback: Goa Milk Union may ask the agency to submit monthly feedback collected from the users. On the basis of feedback, Goa Milk Union may at its own discretion impose financial penalty as per penalty clause of General Terms & Conditions depending on gravity of the issue and in case of similar repetition, Goa Milk Union can cancel the contract unilaterally without notice and bank guarantee will be forfeited.
 21. Authority of person signing document: A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the Goa Milk Union may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.
 22. Interpretation: All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.

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23. **PENALTY**
Penalty for complaint, non-adherence of terms & condition specified in tender document, indiscipline & unsatisfactory operation of security services and the incidence given in the various clauses of this document for the purpose, may be levied as per below:
- i) Rs. 5,000/- (Rupees five thousand) on each such first occasion
 - ii) Rs. 10,000/- (Rupees ten thousand) on repetition of each such incident of similar in nature
24. The Goa Milk Union reserves the right to reject the tender in whole, or in part, without assigning any reasons thereof.
25. The Goa Milk Union reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Goa Milk Union.
26. The decision of the Managing Director of Goa Milk Union will be final in all respect and will be acceptable to all the tenderers.
27. **Jurisdiction:** All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Ponda Taluka of Goa State only.

SPECIAL TERMS AND CONDITIONS

1. The Contractor may submit its bill by 6th day of every month and payment will be made within 10 days from the date of receipt of the bill and Contractor shall make payment to its Employees on or before 10th day of the Month without fail, irrespective of payment of monthly bill by Goa Milk Union.
2. That the 'UNION' shall pay to the 'AGENCY' on the basis of security force employed at the required premises of the 'UNION' as per monthly rates Quoted in the Tender and approved by Union.
3. The above payment includes the P.F., E.S.I. Weekly Off/Leave relief in lieu of Holiday/National Holidays, LWF, Bonus and the service charges subject to revision in said rates. The Service Tax are excluded from the above payments and the same shall be charged on total bill of the SECURITY separately in addition to aforesaid payments as per the rates applicable from time to time.
4. Wages should include VDA which should not be less than the minimum wages prescribed under the notification issued by the respective State Governments. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of minimum wages as per Local State Government shall be incorporated in the rates as and when applicable. The agency shall also comply with all statutory requirements under ESI scheme, EPF and the payment of the Bonus Act, 1965, The rates of EPF,

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- ESI and Bonus are to be calculated as per Government of India Notification on the subject matter.
5. Payment will be made after deduction the applicable TDS and on producing copy of payment of all statutory dues.
 6. For any act on the part of the Security Personnel leading to non-supply, part supply of milk/milk products etc of the Goa Milk Union to the consumers, the losses will be recovered from the Security Agency/Contractor.
 7. The Agency will be responsible for the safety and security of the men, machines and buildings of the Goa Milk Union and further protection to cash deposit in the Account Section of Goa Milk Union will have to be provided by the Agency.
 8. It will be the responsibility of the Agency to switch on and off lights, fans, etc. as may be prescribed to do so from time to time by the authorized persons/officials of Goa Milk Union.
 9. The Agency will have to keep all original / duplicate keys of all rooms, campus etc of the Milk Union as required for it's functioning in secured and convenient place.
 10. It shall be the responsibility of the CONTRACTOR to intimate to the Department of Labour of the State Government of Goa about details of security personnel deployed by the contractor at the Goa Milk Union.
 11. The Agency shall provide a list of the security personnel to be deployed at the work place and seek permission of the Goa Milk Union before their deployment. In the event of any change in deployment of security personnel at the initiative of the Agency or at the request of the Goa Milk Union fresh list of security personnel shall be made available.
 12. The Agency shall ensure that security personnel deployed are between 18 to 40 years of age respectively except Security Officer (as far as age is concerned) who shall be the ex-servicemen on the top of the Personnel deployed by the agency up to 60 yrs of and are fit for the job and are also free from any communicable disease before their deployment at work place.
 13. The character and antecedents of security personnel shall be got verified by the Agency from local police authority before deployment and an undertaking in this regard shall be submitted to the Goa Milk Union.
 14. The Agency shall have to maintain register of attendance of day to day deployment of the security personnel at the Goa Milk Union. This will be countersigned by the authorized officer of the Goa Milk Union.
 15. All liabilities arising out of accident or death of the security personnel while on duty shall be borne by the Agency.
 16. The Agency shall discharge all functions in connection with the administration, superintendence and conduct of the security arrangements as per the direction enumerated herein and in accordance with other directions which the Goa Milk Union may issue from time to time and which have been mutually agreed upon between the two parties.
 17. The Goa Milk Union shall have the right, to get any security personnel

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- removed who is considered to be undesirable/ unfit for security services. The Agency also reserves the right to change the security personnel with prior intimation to the Goa Milk Union.
18. In the discharges of his duties, the security personnel deployed should also be disciplined, courteous and should exhibit decent behavior and pleasant manners while dealing with the staff/visitors at the wok. Goa Milk Union reserves the right to have any security personnel removed in case of genuine complaint (s) against the security personnel or unsatisfactory performance on their part or otherwise. The Agency shall have to arrange for suitable replacement in such cases.
 19. The Agency should issue identity cards to their Security Personnel/employees, which they should always carry with them and make available for inspection to the authorized Officials of the Milk Union at any time. The names of the Security Personnel who are on duty should be displayed on the Board at Main gate of Goa Milk Union.
 20. The Agency shall deploy personnel who are courteous, trained including training in fire safety measures, well mannered and disciplined. The security personnel should be educated and conversant in Konkani/Marathi/Hindi/English language and should be extremely courteous with the visitors visiting the Milk Union and should be more alert while on duty dealing with the employees of the Milk Union. The security personnel so engaged should observe decency and decorum during the course of their employment with the Milk Union.
 21. All security personnel to be posted at Goa Milk Union complex should be physically healthy and medically fit. Agency on request by Goa Milk Union should also required to produce routine medical report of the Security Personnel/Employees for non contagious disease. All the legal formalities required in engaging the Security Personnel/Employees will be the responsibility of the Agency.
 22. The Agency should provide proper uniform, rain coats, gum boots, lathis, torches etc. to their employees. The Agency will ensure that the persons on duty are in neat and with clean uniform.
 23. The services of the Agency like guard of Honour will be utilized by Goa Milk Union while celebrating National Day, Independence Day etc for which Security Personnel should be trained for such function by the Agency.
 24. The Agency should see that no unauthorized persons shall be permitted to enter the premises of the Milk Union or no persons shall enter the premises through the fence or no animals such as cows, buffaloes, goats, dogs etc. shall be allowed in the premises of the Union.
 25. Any event of accidents, injuries by fire, short circuit, overflowing of water, leakage of water, damage caused to any property of the Union shall be reported immediately by the security personnel to the Goa Milk Union.
 26. In case of lapses on the part of the Agency, the Union may impose appropriate penalty after joint assessment by the in-charge of the agency and GMU authorities.

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27. The Milk Union will not accept any claim in the event of any of the Agency's employees sustaining any injury, damages or loss of life of the person either inside or outside of the Union's premises.
28. The workers / staff of the Agency will have nothing to do with Goa Milk Union and shall have no presumptive right of absorption in the services of Union.
29. In case the workers/Employees engaged by the Agency have any grievances, they will take it up with the agency without creating any disturbance in the campus. Under no circumstances agitation means are to be resorted to by workers/employees of the agency on the premises of the Union. On the expiry of the contract, the agency undertakes to leave the premises in peace with all the workers/employees without creating any disturbances. The agency will be solely responsible if the workers/Employees engaged by it misbehave or create problems.
30. Fire protection equipment and facilities have been provided in the campus and it will be the responsibility of the agency to ensure that they are in order and got properly replenished as and when required. The security personnel should be well trained to handle such fire fighting equipment, first aid, snake bite, dog bite kits etc by Agency.
31. The security personnel of the Agency shall be only Indian National and their character and antecedents should be checked by the Agency without fail.
32. The security personnel of the Agency shall not involve themselves in any type of discussions or agitations, arguments, quarrel or fighting with any of the Milk Union staff and shall behave politely and firmly while adhering to their duties. Any matter creating difficulties in their duties shall be brought to the notice of the Goa Milk Union
33. The Contractor shall change the security personnel on demand by the Goa Milk Union within 24 hrs, if he commits unethical acts like Sleeping, Intoxicating, Negligence in performing duties, Disobedience, theft, Dishonesty, indulging in illegal activities while on duty at Goa Milk Union.
34. The Agency at the instruction of the authorized Person/Officials of the Goa Milk Union should have to practice Alcometer, Metal Detector on the Staff/visitors at the Main Gate of the Goa Milk Union from time to time.
35. The Agency should ensure that no security personnel leave his duty post in unauthorized way without a replacement.
36. The Agency should maintain Inward/Outward Log Books of the Vehicles utilized by Goa Milk Union along with Employee/Materials movement register of the Goa Milk Union on day to day basis.
37. The dispatch/delivery of Veterinary medicines, Milk testing equipments, Milk Cans, Crates, letters, tapals etc of the Goa Milk Union to be undertaken under the supervision of Security Personnel of the Agency as per the direction of the authorized Officials of Goa Milk Union from time to time.
38. The security personnel shall not in any manner cause interference, annoyance, nuisance to the management of the Goa Milk Union, its work, its officers/ employees.

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39. The security personnel will have to report to the administration in-charge of the Goa Milk Union at least 15 minutes in advance of the commencement of the shift and seek necessary orders/ instructions before start of the duty.
40. The Agency shall maintain attendance register and duly countersigned by Goa Milk Union and the attendance report in this regard shall be submitted to the Goa Milk Union along with the Monthly bill for payment of wages to its Personnel/staff.
41. Any damage or loss caused to the Goa Milk Union attributable to any act of commission / omission of the Agency or the security personnel deployed at the work place, in whatever form, shall be recovered from the Agency.
42. The security personnel engaged by the Agency shall be dressed in neat and clean uniform (including proper name badges), failing which would invite a penalty of Rs.500/- per occasion and habitual offenders in this regard shall be removed from the Goa Milk Union. No other claim on whatever account shall be entertained by the Goa Milk Union.
43. In the event of any of security personnel engaged by the Agency is /are absent and the Agency fails to provide suitable substitute on time, a penalty equal to double the wages of number of security personnel absent on that particular day shall be levied by the Goa Milk Union and the same shall be deducted from the payments due to the Agency.
44. In case any public complaint attributable to misconduct / misbehavior of the security personnel engaged by the Agency, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from the payments due to the Agency. Habitual offenders shall have to be removed by the Agency and suitable substitute shall be provided on time.
45. The Agency shall ensure that neither the security agency nor the security personnel deployed by them, shall at any time, without the approval of the Goa Milk Union in writing, disclose any information about the affairs of Goa Milk Union that comes to their knowledge during the contract. This clause shall not be applicable to the information which is already in public domain.
46. Any liability arising out of any litigation due to any act of the security personnel deployed by the Agency shall be directly borne by the Agency .
47. The Agency shall deploy the security personnel at the work place with prior approval / consent of the Goa Milk Union only.
48. The security personnel provided by the Agency shall not accept any gratitude or reward in any form.
49. In the event of any security personnel engaged by the Agency is found to be indulging in any corrupt practices causing any loss of revenue to the Goa Milk Union it shall be entitled to terminate the contract forthwith forfeiting the Performance Guarantee submitted by the Agency.
50. The security personnel to be provided by the Agency shall not take part in any activities of the staff union / association.
51. The Agency shall not engage any sub contractor or transfer the contract to any third party in any manner.

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52. The Agency shall indemnify the Goa Milk Union against all claims, damage, losses and expenses attributable to the CONTRACTOR arising out of the contractual obligation.
53. In the event of default in the payment of any sum to the security personnel by the Agency for execution of this contract and a claim is filed in the office of the Competent Labour Authorities and proof thereof, is furnished to the satisfaction of the Labour Authorities, the Goa Milk Union may, failing payment of the said sum by the Agency make payment of such claim on behalf of the Agency to the Labour Authorities and any sums so paid shall be recoverable by the Goa Milk Union from the Agency by way of deduction from future payments or from the Performance Security.
54. If any sum, as the result of any direction / order from the Competent Labour Authorities / Court of Law or claim or application made under any of the Labour laws or Regulation, due to non compliance of the statutory obligations by the Agency arising out of the contract, is directed to be paid by the Goa Milk Union shall be entitled to recover the amount from the Agency by way of deduction from future payments or from the Performance Security.
55. Goa Milk Union shall not be responsible for providing accommodation to any of the security personnel deployed by the Agency.
56. The security personnel to be provided by the Agency to the Goa Milk Union shall be purely on contractual basis. The Goa Milk Union does not recognize any employee-employer relationship with any of the security personnel to be provided by the Agency. The Goa Milk Union shall not be under any obligation to provide employment to any of the security personnel provided by the Agency after the expiry of the contract.
57. In case any overpayment in respect of any service provided by the Agency is discovered as alleged to have been made at the instance of Agency under the contract, it shall be recovered by the Goa Milk Union from the Agency.
58. In case any underpayment in respect of any service provided by the Agency is discovered, the amount shall be duly paid to the Agency by the Goa Milk Union.
59. The Agency shall disburse wages to the security personnel deployed with the Goa Milk Union every month through ECS or CHEQUE only and submit proof of disbursement to the Goa Milk Union on monthly basis.
60. The contractor shall submit proof of depositing employee's contribution towards EPF / ESI etc. in respect of each of the security personnel deployed with the Goa Milk Union on quarterly basis.
61. The Milk Union has a right to increase or decrease the security points / manpower at any time and it will be binding on the the Agency to do so with mutual understanding with the Milk Union. The Agency will also have to follow the telephonic instructions given by the authorized persons/ Officials of the Milk Union.
62. All formalities and procedures prescribed under the Contract Labour (Regulation & Abolition) Act, 1970, payment of Wages Act and other related Act should be strictly adhered to by Security Agency.

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- 63 The Agency should have obtained the licence under The Private Security Agencies (Regulation) Act, 2005 and under Security Guards (Regulation of employment and welfare) Act, 1981.
- 64 The necessary legal registers, forms, returns etc. required as per the law are to be maintained and complied with by the Agency and should be available for inspection to Milk Union at any time.
- 65 The Agency must be registered with the Regional Labour Commissioner, Goa, as an Agency carrying out Security Services on Contractual basis, under the Contract Labour (Regulation & Abolition) Act, 1970 and submit a copy of the licence within a month from the date of commencement of the work to Milk Union at its own cost.
- 66 The appropriate payment of wages and other benefits to the employees/security personnel of the agency shall be the exclusive responsibility of the Agency and persons so employed by the Agency shall have no Claim of whatsoever in nature with the Milk Union.
- 67 In case of any dispute, the matter will be referred to the Chairman of the Goa Milk Union and his decision will be final and binding on both the parties

**MANAGING DIRECTOR
FOR THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD**

**THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD.,
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