

**TENDER DOCUMENT FOR  
DEPLOYMENT OF SECURITY AT HEAD OFFICE, DAIRY PLANT (CURTI-PONDA) AND  
CATTLE FEED PLANT (MARVASADA-USGAON).**

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**Last Date of Tender Submission: 25/11/2025 up to 5:00 p.m.**

**Date of Tender opening: 26/11/2025 at 10:00 a.m.**

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**SECTION I**

**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 and Administrative Building of the Union at Curti, Ponda 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 are as below:
  - a. Supervisor: 01
  - b. Security Guard without Arms: 01
  - b Security Watchman:18
7. Earnest Money Deposit (EMD): Tenderes / Bidders should submit "Earnest Money Deposit" (EMD) of Rs. 100,000/- (Rs. One Lakh 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. Upon awarding contract, Security deposit of Rs.4,00,000/- 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.
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 quote basic rates including applicable taxes for all the items..
13. 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.

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14. The selected Tenderer / bidder shall have to provide the required man power on regular basis as per verbal / written instructions of the Managing Director or any authorized official of the Union of the Union and communication in this regard is final and binding to the contractor..
15. The Union reserve the right to extend or reduce the period of the contractor or to cancel the contract without assigning any reason thereof.
16. Along with Tender Form, all the necessary Documents as mentioned in the said Form must be annexed without which Tender will be rejected.
17. If any bidder is awarded with the work, not does not carry out the work properly, his Security Deposit/EMD shall be forfeited.
18. The Agency shall make their own accommodation security personnel & they should stay outside the campus of the Union.
19. A list giving the addresses of the establishments where security service is presently provided by the tenderer should be enclosed with the tender form.
20. 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 25 nos. of trained personnel with annual turnover of minimum 25 lakhs.
21. The Union at its sole discretion and without assigning any reason thereof, reserve the right to accept / or reject the tender.

**CHAIRMAN, COA/MANAGING DIRECTOR**

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

**SECTION II**

**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 Supervisor in general shift, Guard and Watchman round the clock (in three shifts per day, 8hrs per shift). The Total Security Personnel shall be 20 in numbers which may be increase or decrease during the contract period.
  - 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 Hoisting 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 25 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. 50 Lakhs (Rupees Fifty Lakhs) per annum from security services related work in the last 03 (three) financial years i.e. 2022-23, 2023-24 & 2024-25 ended on 31.03.2025.
- (6) Agency must possess Minimum of last 5 (Five) years experience in security services at Central Govt./State Govt./PSUs/Autonomous institutions/Companies/ Cooperatives for not less than 25 trained personnel in job.
- (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 Supervisor is concerned he should be Computer literate.
  - ii. The Security Supervisors Guard and Watchman deployed by the Security agency must be medically fit and of good character and shall be between 18 to 45 years of age

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- respectively except Security Supervisor(as far as age is concerned) who shall be the ex-servicemen on the top of the Personnel deployed by the agency up to 60yrs 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 Executive of Security Agency. A photocopy of these cards along with data of the Security Personnel 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.
  - (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 Central Govt/State Govt./PSUs/Autonomous institutions/Companies/ Cooperatives. 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

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- (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. However, in case of cold room Shortage of Milk and Milk products during Dispatch process, the same shall be directly recovered from the Security Bill as per the report of the authorised officials of the Goa Milk Union.
- (24) The agency shall nominate a nodal officer for day to day communication. The security personnel shall be equipped with latest communication systems Night Guard/Watchman 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.

**CHAIRMAN, COA /MANAGING DIRECTOR  
FOR THE GOA STATE CO-OPERATIVE MILK PRODUCERS UNION LTD**

**SECTION III**

**AGENCY DETAIL**

<b>Sl No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of Tendering Agency	
2	Name of the Proprietor / Directors/ Partners	
3	Full Address of registered office with pincode, Telephone no./Mobile no./E-mail ID	
4	Telephone No. (Office) of five top officials with name, designation and E-mail ID.	
5	Website of the agency, if any	
6	Name and designation of authorized person with telephone no./mobile no./e-mail id.	

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**THE BIDDER/AGENCY HAS TO PROVIDE THE REQUIRED INFORMATION IN THE ABOVE FORMAT WITH COMPLETE INFORMATION DULY SIGNED AND SEALED BY THE AUTHORISED PERSON. SIMILARLY LEGIBLE SELF ATTESTED COPIES OF DOCUMENTS IF ANY SUPPORTING THE AFORESAID INFORMATION MAY ALSO BE ATTACHED.**

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 and Signature of the Authorised Person

Date:

**SECTION IV**

**ELIGIBILITY CRITERIA**

**PART I-TECHNICAL BID**

**Only those agencies which meet the following minimum criteria will be considered for opening of financial bid. Supporting valid self attested documents/annexure should be attached separately and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.**

Sr.No.	Particulars of documents	Enclosed	Page No. at which document is enclosed
1	Tender Fee, Tender Processing Fee and Earnest Money Deposit(EMD)	Yes/No	
2	In case the Agency/Firm is exempted from payment of Tender Fee/Tender Processing Fees/ 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	Yes/No	
3	Name, designation, address, contact details and photo ID of the authorized person of the security Firm/Agency to deal with	Yes/No	
4	ISO Certificate (Upload scanned self-attested copy)	Yes/No	
5	Certificate of incorporation/Registration of Firm/Agency (Upload scanned self-attested copy)	Yes/No	
6	License to run security agency(PSARA Certificate) (Upload scanned self-attested copy)	Yes/No	
7	Licence under Contract Labour (R&A) Act issued by Central/State Labour Commissioner. (Upload scanned self-attested copy)	Yes/No	
8	Labour Welfare Fund Contribution of Statement as	Yes/No	

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	on June 2025. (Upload scanned self-attested copy)		
9	P. F. Registration Certificate (Upload scanned self-attested copy)	Yes/No	
10	E.S. I.C. Registration Certificate (Upload scanned self-attested copy)	Yes/No	
11	GST Registration No.& latest GST return filed copy (Upload scanned self-attested copy)	Yes/No	
12	Agency shall furnish the Declaration Form in the following format as per <b>Annexure I</b> regarding contribution of PF/ ESI and other statutory liability (Upload scanned self-attested copy of said Declaration)	Yes/No	
13	PAN NO. & Income Tax Return file acknowledgement for the last three financial years 2022-23, 2023-24 & 2024-25. (Upload scanned self-attested copy of PAN NO. & ITR file Acknowledgments).	Yes/No	
14	Undertaking to be submitted that no case is pending in court of Law against the Proprietor/ Firm/Partner or the Company (Firm/company). (Upload scanned self attested copy)	Yes/No	
15	Certificate from Chartered Accountant about annual turnover of minimum 50 Lakhs for last 3 years. Details of the Financial Turnover of the Security Agency to be provided in the following format as per <b>Annexure II</b> . (Upload scanned self-attested copy).	Yes/No	
16	Minimum strength of 25 numbers of trained personnel. (Attach list with details viz Name, Address, date of Birth, Designation, Address). (Upload scanned self-attested copy).	Yes/No	
17	5years experience in providing Security Services at Central Govt./State Govt./PSUs/ Autonomous institutions/Companies/Cooperatives/ors. in the following format Agency to be provided in the following format as per <b>Annexure III</b> . (Upload scanned self-attested copy).	Yes/No	

ANNEXURE I (AS PER SR NO. 12)

**DECLARATION FORM**

I/We hereby declare that our Agency / Firm \_\_\_\_\_(Name)(Address) is having own PF and ESI Code and registered under GST

I/We declare that I/We will deduct PF & ESI contributions of our Personnel / staff from wages/salaries who are deployed on contractual engagement every month and deposit the PF and ESI contribution (Employer's and Employee's ) under Code No. \_\_\_\_\_of PF and under Code No. \_\_\_\_\_of ESI and produce duly acknowledged copies of Challans issued by the Authorities concerned to the Goa State Co-operative Milk Producers Union Ltd. for verification of Compliance.

I/We declare that I/We shall comply with all applicable GST and will comply with all GST regulations including timely filings of returns and payment of taxes failing which bills payable to me/us may be retained by the Goa State Co-operative Milk Producers Union Ltd.

I/We also authorize the Goa State Co-operative Milk Producers Union Ltd. to retain the bills payable to me/us till I/we furnish the challan/statement of all our Employees deployed for service and in case of continued default in depositing PF & ESI dues and deposit the same with respective Statutory Authorities, then I/We also authorize the Goa State Co-operative Milk Producers Union Ltd. to withhold equivalent amount towards said dues till required documents are furnished by me/us.

I/We shall follow the Goa State Co-operative Milk Producers Union Ltd.'s regulations on deployment of Contract Labour and shall comply with all other Statutory provisions applicable to our Firm/Agency under various Labour laws and other regulations.

Name of the proprietor:\_\_\_\_\_

Signature of the proprietor:\_\_\_\_\_

Seal/stamp of the Firm/Agency:\_\_\_\_\_

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

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

**ANNEXURE II (AS PER SR NO. 15)**

<b>Year</b>	<b>Total Turnover in Rupees</b> (in words and figures)
<b>2022-23</b>	
<b>2023-24</b>	
<b>2024-25</b>	

ANNEXURE III (AS PER SR NO. 17)

Year	Name of Employer, Address, Tel. No	Contract Commencement and completion date	Total Number of Security Personnel Deployed	Whether Central Govt./State Govt./PSUs/ Autonomous institutions/Companies/ Cooperatives/Others

**DECLARATION**

1. I,..... Son/Daughter/Wife of Shri\_\_\_\_\_ am the Proprietor/ Director/ Authorized Signatory to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. I have attached relevant documents which are duly signed, sealed and serially numbered.
4. The information / documents furnished along with the tender application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:Name:

Seal:

**NOTE:**

**THE BIDDER/AGENCY HAS TO PROVIDE THE REQUIRED INFORMATION AS STATED ABOVE DULY SIGNED AND SEALED BY THE AUTHORISED PERSON. SIMILARLY LEGIBLE VALID SELF ATTESTED DOCUMENTS IF ANY SUPPORTING THE AFORESAID INFORMATION MAY ALSO BE ATTACHED AND FAILURE TO COMPLY WITH THE SAME SHALL ATTRACT REJECTION OF TENDER**

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

**PERFORMA OF FINANCIAL BID (PART II)**

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. If the said format is found to be modified by the bidder, the bid will be rejected. The bidders are strictly advised to refrain from by quoting unrealistic prices at which they may not be able to provide services later.

Financial Bid to be submitted in the following format:

**NAME OF WORK: PROVIDING SECURITY SERVICES TO GOA MILK UNION**

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

<b>SR. NO.</b>	<b>ITEM DESCRIPTION</b>	<b>SUPERVISOR (1 No.)</b>	<b>WATCH-MAN ( 18 Nos.)</b>	<b>GUARD (WITHOUT ARMS) (1No.)</b>
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 Sr. No. 5 to 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)			
	<b>TOTAL QUOTED BID PRICE (IN FIGURE)</b> <b>RS.</b> _____			
	<b>(IN WORDS) RUPEES</b> _____			

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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.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Note: Goods and Service Tax (GST) as per prevalent rules shall be paid by Goa Milk Union, as applicable**

Signature of Authorized Person

Place:Name:

Seal:

**SECTION V**  
**Terms and Conditions of Contract**

**TERMS AND CONDITIONS FOR CONTRACT**

1. The initial period of contract shall be for one year from\_\_\_\_\_to \_\_\_\_\_ . However, the period of contract may be further extended by mutual agreement on yearly basis on same terms and conditions depending on performance of the Agency and at discretion of Goa Milk Union.
2. The Goa Milk Union, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Similarly, the agency can terminate the contract before the expiry of contract period by giving not less than Two months (60 days) notice. In case a contract is terminated by Goa Milk Union on account of the defaults committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by Goa Milk Union from his Security Deposit or pending bill or by raising a separate claim.
3. The type and number of Manpower required shall be as under:

<b>Sr. No.</b>	<b>Location(Premises)</b>	<b>Type of Manpower</b>	<b>Number of Manpower</b>
1	Adm. Gate	Watchman	3
2	Dairy plant Gate	Supervisor	1
		Watchman	4
3	Dairy Plant (Night Market Dispatch)	Watchman	7
		Guard without arm	1
4	CFP	Watchman	4
	<b>Total</b>		<b>20</b>

*(Note: The requirement may increase or come down as per Goa Milk Union requirement)*

4. The required contract manpower have to be made available during First (A) Shift (06:00-14:00 Hrs), Second (B) Shift (14:00-22:00 Hrs), Third (C) Shift (22:00-06:00 Hrs) and General Shift (09:30-05:30 Hrs). The exact requirement with skill category of labour shall be communicated separately. However, the above number and arrangement of deployment of the personnel is without prejudice to the right of Goa Milk Union to deploy the personnel in any other number or manner considered to be more suitable by Goa Milk Union in its interest.
5. The agency shall render the services on the rate contract basis at the contracted monthly rates finalized in the tender. The said payment shall 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 GSTare excluded from the above payments and the same shall be charged on total bill in addition to aforesaid payments as per the rates applicable from time to time.
6. 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..
7. The payment for services under this agreement shall be made on monthly basis on satisfactory completion of services within 10 days from the date of receipt of the bill after producing copy/s of payment of all statutory dues and Agency 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 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.

8. The Goa Milk Union reserves the right to withhold bills, if the Agency fails to produce proof for having remitted the ESI/PF dues. The payment for successive month will be released on receipt of the evidence of deposition of ESI/PF in the worker's account for the previous month. If the Agency does not produce satisfactory evidence regarding deposition of EPF and ESI dues, the Agency shall withhold payment of the component of EPF and ESI.
9. The Agency shall comply with all applicable GST Laws, rules and regulations including filing of GST returns and payment of GST failing which Goa Milk Union also reserves the right to withhold bills.
10. The Agency shall submit with his monthly bill the following:(a)A detailed wages sheet showing List of workmen with their name, no. of days worked during the month, wages admissible, EPF/ESI deductions, Net amount payable to each employee, signature of workmen for receiving the wages. (b) Copy of challan of the deposition of EPF/ESI in respect of previous month
11. The amount as shown in the challan of EPF/ESI must tally with the total deductions as reflected in wages sheet, failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor.
12. In the event of default in the payment of any sum to the 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.
13. 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.

14. The agency shall ensure that the manpower deputed are fit for the job and are also free from any communicable disease before their deployment at work place and not more than 45 years of age. The agency will get their antecedents, character and conduct verified. No personnel engaged should be below 18 years of age.
15. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to Goa Milk Union along with copy of Aadhar card and other testimonials before they are actually deployed for the job.
16. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Goa Milk Union at any time without assigning any reason whatsoever.
17. 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.
18. 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.
19. All liabilities arising out of accident or death of the personnel deputed while on duty shall be borne by the Agency.
20. The Agency shall discharge all functions in connection with the administration, superintendence and conduct of the personnel deputed 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.
21. Taxes, Labour Laws and Other Regulations:
  - i) The agency shall comply with all statutory requirements existing as well as those promulgate 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 whichever is/are applicable to the organization of 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 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 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 agency shall be responsible and liable for all the claims of its personnel.
- v) The agency must have license under the Contract Labour (R&A) Act from the appropriate Authority/State Labour Commissioner and produce the same while submitting 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 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) 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 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.

22. The personnel deployed by the Agency in the Goa Milk Union shall be removed immediately if the Goa Milk Union considers such removal necessary on administrative grounds. The 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.
23. If the Goa Milk Union incurs any expenses or any liability is put on them in connection with the deployment of the Personnel of Agency, the same shall be adjusted from the bill of the Agency.
24. 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.
25. 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.
26. The persons employed by the Agency will be the employees of the 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 personnel employed by the Agency shall have no right whatsoever to claim employment or other rights from the Goa Milk Union.

27. The personnel employed by the Agency shall not form/join any union and shall not make any claim on service or other matter from Goa Milk Union.
28. The 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.
29. None of the employees of the 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.
30. A representative of Agency shall be In-charge of the personnel provided and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of Goa Milk Union they shall work under directives and guidance of concerned HOD of the Goa Milk Union and will be answerable to Goa Milk Union This will, however, not diminish in any way, the agency's responsibility under contract to the Goa Milk Union.
31. A senior level representative of the Agency shall visit Goa Milk Union premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Goa Milk Union officer dealing with service under the contract for mutual feedback regarding the work performed by his/her personnel and removal of deficiencies, if any, observed in their working.
32. The Agency shall ensure that any replacement of the personnel, as required by Goa Milk Union for any reason specified or otherwise, shall be effected promptly without any additional cost to the Goa Milk Union. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Goa Milk Union at Agency's own cost.

33. The Agency shall provide reasonably good uniform as prescribed by Goa Milk Union to its personnel deployed at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
34. 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.
35. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Goa Milk Union.
36. The agency shall obtain necessary licenses under Labour Licence under the Contract Labour (Regulation and Abolition) Act, 1970 from the Competent Authority before the commencement of the contract. During the currency of the contract, the agency shall continue to have/maintain valid license under the contract Labour (R&A) Act, 1970. In case of any default, this contract will be liable to be terminated. The agency is required to provide copies of license and returns submitted to various authorities, under the labour enactment, to Goa Milk Union regularly.
37. The agency will give an affidavit and/or undertaking or both in favor of the Goa Milk Union, to the effect that he/she shall pay wages to his/her workers every month and shall also strictly comply with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act etc.
38. The Goa Milk Union stands indemnified from any legal or financial issues the bidders may have with its deployed manpower for work. The Goa Milk Union also stands indemnified for any damages/personal injury/death caused to the deployed manpower on account of the negligence of the agency or any person under his control in the discharge of bidder's contract with the Goa Milk Union for supply of security personnel on Contract basis.
39. The agency is fully responsible for obtaining licenses, insurances of employees, transportation, payment of salaries / wages to all concerned in respect of this contract and the Goa Milk Union will not be responsible in any manner.

40. The agency has to maintain the following registers (mandatory) under the Law in addition to other office Registers as required by the Goa Milk Union.

- a. Register of Persons employed.
- b. Employment Card.
- c. Service Certificate.
- d. Muster Roll
- e. Register of wages
- f. Register of Deductions for damage or loss
- g. Register of Fines
- h. Register of Advance
- i. Wage Slips.

41. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to Goa Milk Union.

42. As and when Goa Milk Union requires additional strength on temporary or emergent basis, the agency will depute such personnel under the same terms and conditions. For the same, a notice of one or two days will be given by the Goa Milk Union. Similarly, if the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Goa Milk Union shall deduct the requisite amount at the pro- rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

43. If the services provided by the agency are found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found within a week's time, then a penalty up to 10% of the monthly payment value may be deducted from the monthly bill. If the agency is not able to provide the services to the satisfaction of Goa Milk Union, the Goa Milk Union shall be free to get the services from open market at the risk and cost of the Contractor.

44. The Goa Milk Union shall have the right to ask for the removal of any

person of the agency who is not considered to be competent and orderly in discharge of his duties

45. Periodic medical checkup, vaccination and medical fitness certificate of required personnel provided to the Goa Milk Union is to be arranged and provided by the agency in desired format and cost as per actual shall be reimbursed by the Goa milk Union.
46. The agency shall have to agree to indemnify and keep indemnified the Goa Milk Union from any claims, loss or damages that may be caused to the Goa Milk Union on account of the agency's failure to comply with their obligations under the various laws towards their personnel employed by them or any loss or damage to Goa Milk Union caused due to acts/omissions of the agency.
47. The agency is liable to get all its personnel insured against any liability arising under the Employees' Compensation Act or under the Common Law. The agency agrees to indemnify the Goa Milk Union against any claim that the Goa Milk Union may have to meet in respect of their personnel engaged on account of any accident or for any other reason.
48. The agency shall also follow the directives and comply with submitting the records before the appropriate Govt. authority and Goa Milk Union as applicable from time to time.
49. Notwithstanding anything contained above it is expressly agreed and understood that the Goa Milk Union at its sole discretion will terminate the agreement in case of following contingencies:
  - (i) If the agency fails to execute the work entrusted to the satisfaction of Goa Milk Union of which Goa Milk Union shall be the sole judge.
  - (ii) If the agency fails to pay the wages to the personnel engaged by them by the 7<sup>th</sup> day after completion of each month.
  - (iii) If the agency fails to discharge their legal obligation towards the personnel employed at Goa Milk Union premises.

- (iv) If for any reason whatsoever, the agency is not able to perform their part under this agreement for a continuous period of five days or more.
  - (v) If the agency commits breach of any of the clauses of the agreement
  - (vi) If the Goa Milk Union is required to pay any damages and/or compensation and/or any payment to their employee/customers/visitors/guests on account of any negligent action on part of the agency.
50. The Income-tax and other statutory deductions as applicable shall be deducted from the bill unless exempted by the Income-tax or other Department.
51. The agency shall be solely liable for all payment/dues of the personnel employed and deployed by it. The agency shall fully indemnify the Goa Milk Union against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Goa Milk Union premises/facility. Under no circumstances, personnel of the agency shall be treated, regarded or considered or deemed to be the employees of the Goa Milk Union and the agency alone shall be responsible for their remuneration, wages and other benefits and service conditions of all the personnel deployed by the agency and the agency shall indemnify and keep indemnified the Goa Milk Union against any claim that may have to be met by the Goa Milk Union towards the employees of the agency, under any prevalent law.
52. The agency shall give an Undertaking for no criminal record of the engaged personnel duly certified by Police.
53. The decision of Goa Milk Union in regard to interpretation of the Terms & Conditions and the work order shall be final and binding on the Agency.
54. Goa Milk Union shall not be responsible for providing accommodation to any of the personnel deployed by the Agency.
55. The 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 personnel to be provided by the Agency. The Goa Milk Union shall not be under any obligation to provide employment to any of the personnel provided by the Agency after the expiry of the contract.

56. 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.

57. 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:

- a. Rs. 5,000/- (Rupees five thousand) on each such first occasion
- b. Rs. 10,000/- (Rupees ten thousand) on repetition of each such incident of similar in nature.

58. 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.

59. 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.

60. The security personnel of the Agency shall be only Indian National and their character and antecedents should be checked by the Agency without fail.

61. 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.

62. 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.
63. 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.
64. The Agency should ensure that no security personnel leave his duty post in unauthorized way without a replacement.
65. 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.
66. The dispatch/delivery of Veterinary medicines, Milk testing equipments, Milk Cans, Crates, letters, tapalsetc 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.
67. 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.
68. 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.
69. 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.

70. 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.
71. 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.
72. 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.
73. 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.
74. 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.
75. 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 .
76. The Agency shall deploy the security personnel at the work place with prior approval / consent of the Goa Milk Union only.
77. The security personnel provided by the Agency shall not accept any gratitude or reward in any form.
78. 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.

79. The security personnel to be provided by the Agency shall not take part in any activities of the staff union / association.
80. 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.
81. 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.
82. 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.
83. 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.

84. 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.
85. 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.
86. 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.
87. 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.
88. 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.
89. 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.
90. In case of any dispute of the Agency pertaining to present contract the matter will be referred to the Chairman of the COA/Board of the Goa Milk Union and his decision shall be final and binding on Second Party.
91. All matters and disputes arising out of this contract will be subject to the jurisdiction of the courts located at Ponda Taluka of Goa State only.