Tender Notice No.01/2015 dated 15.05.2015

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A. Notice Inviting Tender (NIT)

Indian Institute of Technology Kharagpur (IIT, KGP), an Institute of national importance, invites Sealed Tenders from experienced registered agency having a valid license under Contract Labour (Regulation and Abolition) Act, 1970. The Securities Services, covering the Main and New Academic Complex, Halls of Residences, Guest Houses (Kharagpur and Kolkata), Rajarhat Kolkata Centre and other areas of the Kharagpur campus, on outsourcing/contractual basis.

The tender document with complete details of tender including experience required, scope of work and terms and conditions can be downloaded from the website www.iitkgp.ac.in. The cost of the tender document is Rs. 5,000.00 which has to be submitted in the form of Demand Draft drawn in favour of “Indian Institute of Technology’ payable at, Kharagpur. The last date for submission of Sealed tender is June 19, 2015 upto 14.00 hrs. The technical Bids will be opened on June 19, 2015 at 15.30 hrs.

EMD of Rs. 8,40,000.00 has to be submitted in the form of Demand Draft drawn in favour of “Indian Institute of Technology’ payable at, payable at SBI, IIT Kharagpur. EMD in any other form is not acceptable. Tender receipt without EMD will be summarily rejected. Late and delayed tenders will be summarily rejected.

The Institute reserves the right to set pre-qualification criterion (refer pre-qualification list and, questionnaire attached, which must be filled by all the tenderers) and evaluation of suitability of the Agencies. This evaluation will primarily be based on legal and financial standing, together with capacity to deliver such services based on size, track record and experience, as on date. It is essential that interested agencies may provide the Institute with sufficient information so that their capability can be properly assessed, instilling confidence that the organization have the financial, legal, personnel, infrastructural and capability track record to deliver security services of bigger order. It should be noted that all personnel contracted by the Agency, under the said contract will be required to obtain appropriate security clearance from the District Administration/Police Department.

Phone: 03222-282022,282024
Fax:91-3222-282020
E-mail: registrar@hijli.iitkgp.ernet.in

Registrar
For Director, IITKharagpur
TENDER FORM COST : Rs.5,000.00

TENDER FOR : PROVIDING SECURITY SERVICES AT IIT Kharagpur

TENDER NO. : IIT/ENQ/NWP/Security/2015, Dated 15.05.2015

1. SERIAL NUMBER OF THE TENDER FORM

2. DATE OF ISSUE: 15th May, 2015

3. NAME & ADDRESS OF THE APPLICANT

4. PRE-BID CONFERENCE : June 05, 2015 at 15.30 hrs

5. LAST DATE FOR SUBMISSION OF TENDER: June 19, 2015 upto 14.00hrs

6. TECHNICAL BID WILL BE OPENED ON: June 19, 2015 at 15.30hrs

7. ADDRESS FOR SUBMISSION AND OPENING OF TENDER:

   The Registrar
   Indian Institute of Technology
   Kharagpur – 721302
   District: West Midnapore
   State: West Bengal

   (Tender Form is Non Transferable)

SIGNATURE OF THE OFFICER ISSUING TENDER FORM

SIGNATURE OF THE OFFICER RECEIVING TENDER FORM
1. Eligibility Conditions:

1.1 The present tender is being invited for deployment of Security Guards at the Main and New Academic Complex, Halls of Residences, Guest Houses (Kharagpur and Kolkata), Rajarhat Kolkata Centre and other areas of the Kharagpur campus, under which the contractor shall provide trained security personnel/ ex-serviceman as stated in Appendix VII and will make best endeavors to provide Security in area as specified IIT, Kharagpur. The tender shall be evaluated initially considering the following criteria. Bidders who fulfill the following criteria (detailed in Appendix – I to VI) are eligible to submit the tender:-

1.2 Proof of Registration of the bidder under relevant law, such as Companies Act, and / or Shops & Establishment Act etc. For partnership firms, full name and address of each partner along with certified copy of registered partnership deed, copy of trade license. For proprietorship firms, full name and address of proprietor along with certified copy of trade license.

1.3 All bidders should submit along with their tender, copies of the valid license no. under Contract Labour Act, PAN Card, PF Registration Certificate, ESI Registration Certificate, Service Tax Registration no. along with ST-1, Financial Information, Affidavit, Undertaking etc as per given format.

1.4 The intending bidder must have experience in performance of similar nature of contract for last preceding five years ending 31st March 2015 in Central/State Govt. Depts./Organization/PSUs or in reputed establishments/ Educational Institutions. The intending bidders must submit documentary evidence in support of above in the form of certified copy of work order, completion certificate, or payment/vouchers.

1.5. The bidder must have a minimum average turnover of Rs. 10, 00, 00,000.00 (Rupees ten Core only) annually during the last preceding three years ending 31st March 2014. All bidders should submit copies of audited statement of Accounts for the last three years ending 31 March 2014 along with the tender documents. In case of exemption from the requirement of Audit of statement of Accounts, necessary certificate should be provided.

1.6 The bidder must submit copy of acknowledgement of Income Tax return for last three previous years ending 31st March 2014.

1.7. The Agency must have more than 1500 men on roll, having proper training from Training Centre, who have at least 3 years of experience.

1.8. The Agency should be able to deploy fit and healthy smart guards in the average age group of more than 18 years and less than 45 years. No over aged security personnel will be eligible for performing duty at IIT Kharagpur.

1.9. The trained Security Guard/ ex-serviceman engaged for duty must be conversant in handling standard fire fighting equipments.

Signature of the Bidder
with date and Seal
1.10. The Agency should have Zonal or Regional Head Quarters in Kharagpur/Paschim Midnapore/Kolkata.

1.11. The Agency must have well-structured Training Center. A Technical Committee from the Institute may visit the Training Academy during the process of short listing agencies to as certain their facilities and trainings being imparted.

1.12. The bidder shall be required to deposit a sum of Rs. 5,000.00 (Rupees Five Thousand only) towards the cost of Tender Documents and Rs. 8,40,000.00 (Rupees eight Lakh Fourty Thousand only) as Earnest Money in the form of Demand Drafts in favour of “Indian Institute Technology - Kharagpur” Payable at Kharagpur. Tenders submitted without the cost of Tender Documents and the Earnest Money is liable to be rejected.

1.13 **Weight age will be given to the Security Agency, if they possess:**

1. ISO9000Certification
2. Running contract in large educational Institutions/Government organizations
3. Disaster Management Service
4. Awards obtained by the Agency
5. Long years of service in the security and related fields
6. Sound financial status
7. Knowledge of Hindi/English his preferred for the Guards, in case of Agency having its Registered Office from states, other than West Bengal.

Signature of the Bidder
with date and Seal
2. Instructions to Bidders

2.1 Sealed tenders are invited by Registrar, IIT, KGP in Two Cover format from the intending bidders.

2.2 The Bidder shall give an undertaking that he will comply with all conditions in the tender documents. For this purpose, the tender documents shall be completed in all respects and duly signed and stamped on each page by an authorised representative of the Bidder.

2.3 Double Cover Bid Tender: Bidders are required to submit their offers in a sealed cover superscripting the name of the tender and containing two separate envelopes as detailed below:

Envelope I: Should be superscripted with the name of the work and the words “Technical Bid” and should contain
(a) Appendix – I (Technical bid)
(b) Appendix – II (Undertaking)
(c) Appendix – III (Affidavit)
(d) Appendix – IV (Details of work of similar nature)
(e) Appendix – V (Solvency certificate)
(f) Appendix – VI (Financial information)
(g) Appendix – VII (Required strength)
(h) Other essential certificates, Earnest Money and Cost of Tender Documents and signed tender documents.

2.4 Envelope 2: Should be superscripted with the name of the work and the words “Price Bid”. It should contain only the “Price Bid” as per Appendix VIII. The bidder shall quote his rate in the Price Bid both in figures and in words.

2.5 The sealed outer envelope shall be addressed to:

The Registrar,
Indian Institute of Technology
Kharagpur- 721302

2.6 All Tenders submitted by hand should be dropped in the Tender Box kept at the office of Assistant Registrar (E-III), IIT Kharagpur at 19th June, 2015 by 14.00 Hrs. of due date.

2.7 Tenders sent by Fax/E-mail and those received late after the prescribed date and time will not be entertained. IIT, KGP will not be responsible for any postal losses or delays in submission of documents.

2.8 All communications with regard to this tender are to be addressed to the above address

2.9 The completed tenders should be submitted before **14.00 hrs on 9th June 2015** at the above address.

Signature of the Bidder
with date and Seal
2.10 IIT Kharagpur, in its sole discretion, may extend the tender due date by issuing a corrigendum in the website.

2.11 The Technical Bids will be opened in the presence of the representatives of the bidders who choose to attend the tender opening at **15.30 hrs on 19th June 2015 at Indian Institute of Technology – Kharagpur at Committee Room.**

2.12 In case the day of opening of tender is declared a holiday, the opening shall be held on the next working day at the same time.

2.13 The offer will remain valid for a period of 90 days from the date of opening of Price Bid. If required, the validity shall be extended for further period by mutual consent.

2.14 The Tender Documents should be typewritten / computerized or neatly handwritten. The tender documents are non-transferable.

2.15 Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting.

2.16 The Bidders are advised not to attach superfluous/additional information beyond the requirements of the Bid. No information will be entertained after technical bid is submitted, unless it is called for by IIT, KGP.

2.17 Documents submitted in connection with the tender will be treated as confidential and will not be returned.

2.18 IIT, KGP reserves the right to choose, accept or reject any or all requests/offers, in full or part, at any stage, reduces or increase the number of personnel without assigning any reasons there for. The quantity/number of personnel shown in the document is only indicative. IIT, KHARAGPUR further reserves the right to split the order among more than one bidder, if considered necessary.

Signature of the Bidder with date and Seal
3. Scope of Work

3.1. **Area of work:** Plant, equipment and property of entire campus of IIT, Kharagpur, Kolkata Guest House and Rajarhat, Kolkata Centre.

3.2. **Visit at IIT, Kharagpur:** The bidder is required to provide Security Guards to the IIT, Kharagpur and is advised to visit on any working day between 10.00 hrs. and 16.00 hrs except Saturday, Sunday and holidays and acquaint himself with the area and operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the IIT, Kharagpur and is aware of the operational conditions prior to the submission of the tender documents. The bidder or his authorized representative may meet Security Officer for any clarification.

3.3. Contractor will render expert advice on regular basis for ensuring the protection of plant, equipment and property of IIT, Kharagpur.

3.4. The contractor shall furnish the list of each and every person employed by him and directed to work at IIT, Kharagpur/ Kolkata Guest House/ Kolkata Centre, Rajarhat premises together with a copy of their latest photograph.

3.5. The Security Agency will issue detailed working instructions to their Security Personnel, which will be a prior approved by the Security Officer, IIT Kharagpur. This inter alia implies that, each individual should know their roles and responsibilities.

3.6. Security Guards once posted to the Unit will not be shifted without the prior permission of the Security Officer, IIT Kharagpur. Similarly any newly posted Security Guard, will be put on duty only after the interview is conducted and clearance of the Security Officer, IIT Kharagpur.

3.7. Bio-data with pass port size photograph in respect to fall personnel detailed for duty will be submitted to the Security Officer, IIT Kharagpur within 15 days of receipt of the terms and conditions. Once the bio-data is submitted, any personnel inducted on duty will not be changed, up to a minimum period of 6 months.

3.8. Roll call of all guards in the shift duties will be conducted at designated place (within IIT Kharagpur duty campus), who will report to the Duty Officer, Security Section. Roll call will fall in at least 30 minutes before mounting of the shift; Security Guards will be checked for their proper turnout, shave and hair cut.

3.9. If any Security Guard is found not alert or away from his duty post without valid reason, that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted in to man hours/ man days at the end of the month and will be reflected as disallowance in the monthly bill.

Signature of the Bidder with date and Seal
3.10. In the event of any misdemeanor, likes leaping during duty, be in gander the influence of liquor / drugs or indecent/insolent behavior of duty place by any Security Guard, such personnel will be removed from duty immediately and shall not be detailed at the Institute in future. This condition will apply also to those personnel found abetting with another person in any sorts of misdeeds.

3.11. Personnel on off duty (weekly off etc.) will not be allowed to visit any duty Posts.

3.12. The security agency will not employ resident in the IIT Campus, wards of IIT Employees, and Hostel Management Ex-employees of outgoing Security Agencies.

3.13. The right to decrease the strength of personnel posted at anytime, rests with the IIT Kharagpur. The Company will provide increase upto 40% of the posted strength, within seven days notice, in contingency situations.

3.14. The following documents will be maintained by the Unit-in-Charge of the Company:

(i) Daily Attendance Register
(ii) Guard Checking Register
(iii) Daily Orders Register
(iv) Occurrence Register
(v) Documents related to and covered by Labour Department to bed is played and authenticated by Local Labour Officer.
(vi) Beat Book- by the respective Security Guard

**Note:** The stationery to maintain above documentation will be provided by the Agency. These documents will be put up to the Security Officer, IIT Kharagpur, as and when required by him.

3.15. Uniforms, gum boots, torches, whistles, raincoats and cycles for the Security Agency Staff will be provided by the Agency themselves. Uniforms will not be of Khaki or Olive Green colour or prohibited under law of the land.

3.16. There shall be periodical surprise checks of Guards by Officer(s) of the agency during day and night. Report from Duty Officer of Security Section and the Security Officer, IIT Kharagpur shall be reflected in the Guard Checking Register and reported to Security Officer/Duty Officer in writing.

3.17 The Shift-in-Charge posted will make frequent round of all posts/ location during their tenure of duty. Instructions for the rounds will be taken in person from the Duty Officer. They will report to the Duty Officer if the anything to reporter otherwise every four hours and maintain along of these reports in the Occurrence

Signature of the Bidder with date and Seal
3.18. The Institute will forfeit the EMD and/or Security Deposit, submitted in the form of Demand Draft or Indemnity bond/ Bank guarantee/ Cash deposit, in case the Agency discontinue their service without prior notice and any loss is incurred to the Institute properties due to security lapse.

3.19. In case of any loss/damage caused, not due to natural calamities, or an act of God, to the property (properties) of the Institute where the complicity or laxity of the Security personnel of the Agency is suspected, after filing an FIR, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by Agency. If the enquiry is not able to pinpoint the responsibility, the decision of the Competent Authority of IIT Kharagpur will be final and binding on both parties.

3.20. It shall be binding on the Agency and the staff that, during the association with IIT Kharagpur if they are given, prepare, produce or otherwise receive any drawings, samples, prototypes, products, equipment or knowledge of such items, they must not divulge the same to any party, private or public. Such activities will attract immediate termination of this contract engagement, with appropriate compensation to IIT Kharagpur.

3.21. The engagement can be terminated with one month’s notice from either side.

3.22. Leave Relief: No person shall be sent on leave unless, cleared by the Security Officer. In all such cases, relief will be positioned prior to sending the personnel to leave.

3.23. The Agency shall be solely responsible for all acts of commission and/or omission on the part of their security personnel posted at the IIT Kharagpur.

3.24. The Agency shall immediately notify IIT Kharagpur in writing of the occurrence of any event which may result in or which may give as on to be live that there may be work stoppage, slowdown, labour dispute, strike, any labour related disruption of its own staff impediment or disruption in the due performance of the obligations of the Company under this Agreement. The Company also agrees that in the event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in this Agreement; IIT Kharagpur may at its sole discretion terminate this Agreement forthwith.

3.25. The Security personnel provided should be personnel of high integrity and confidence. The antecedent so the persons engaged should be verified by the Agency/Local Police Authorities/Home Department, as applicable, to the satisfaction of IIT Kharagpur.

Signature of the Bidder with date and Seal
3.26. The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Agency shall meet any other requirements of IIT, Kharagpur from time to time, relating to the Security of the Institute.

3.27. The Agency shall be responsible and liable for and shall indemnify IIT Kharagpur and keep IIT Kharagpur indemnified and safe and harmless at all times, against any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and action in any nature whatsoever made or instituted against or caused to or suffered by IIT Kharagpur or indirectly by reason if:

   (i) any wrongful , incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligation she re under, service, act or omission of or by the Agency and/or any of its staff, and/ or
   (ii) any theft, robbery, fraud or other wrongful actor omission by the Agency and/or any of its staff.

3.28. The Institute feels the following requirements:

   (i) 30% Ex-serviceman shall be deployed for duties including as gunner for escorting purpose with arms and ammunition supplied by the Institute, if required.

   (ii) In case of need, detailed person must have armed license, so that armed man could be deployed as and when required.

   (iii) Accommodation will be provided to the main outsourced Agency by the Institute at different demarcated places, with normal facilities/license fee.

   (iv) Liaison with any trade union and trade union activities will attract the cancellation of services of the Agency forthwith.

   (v) Senior officer of the Agency not below the rank of Branch/Zonal Manager will liaise with Security Officer of Institute or any representative of the Security Section, in connection with security arrangement.

   (vi) In case of need, Agency should be able to supply and detail extra manpower wherever applicable.

Signature of the Bidder
with date and Seal
(vii) Institute will not be responsible for any accident/illness and any other casualties during the stay of the security personnel at the campus. Only first aid medical facility will be provided by IIT Hospital. In case of admission in the hospital depending on availability of bed, all the expenditure will be borne by the Agency unit concerned.

(viii) In connection with security arrangement, for derailment/distribution and administration requirement, the order of Security Officer, IIT Kharagpur will be final and binding.

(ix) The present strength of security guards will be the benchmark, while deciding the final requirement. The Agency shall indicate and quote for the personnel in defined hierarchy, viz., Unit Commander, ASO, Security Supervisor, Security Guard (Ex. Service man), Vehicle Driver and Security Guard (Gentleman & lady).

3.29. The contractor shall pay his workmen deputed at IIT KGP, the wages not less than the monthly rate as mentioned in Appendix VIII. However component no. 1 of Appendix VIII may be revised as and when rate of the Minimum wages is revised by notification issued by Government of west Bengal for Zone A from time to time. Component Nos. 4 & 5 of Appendix VIII may be revised subject to revision of the rate by the respective Statutory Authority and submission of necessary documents by the successful bidder. Under no circumstances component no. 2 of Appendix VIII will be increased. Wages payment to the deputed security personnel as mentioned Appendix VIII will be proportionately reduced due to their absence from duty.

3.30. The contractor shall obtain a license from the State Labour Department under the Contract Labour (Regulation & Abolition) Act, 1970 and if necessary, shall also have a separate ESI, PF code number and shall be responsible to cover all their employees under ESI and PF from the date of their engagement and documents in proof thereof shall be submitted to IIT, KHARAGPUR office for verification and records. The contractor will be responsible for compliance for the above regard.

3.31. The contractor shall submit copies of monthly ESI, PF, and Service Tax (if applicable) remittance of every month respectively with respect to the previous month to IIT, KGP for records. This is necessary for processing of the monthly bills.

3.32. The contractor shall deploy adequate number of personnel, so as to cater to the security arrangements with provision for adequate relievers. The contractor shall carry out supervision/overseeing of his own employees deployed in premises of IIT, KGP or by his appointed supervisors. IIT, KGP will have right and discretion to ensure that jobs are carried out as per contract.

Signature of the Bidder
with date and Seal
3.33. In case any of the security personnel goes on leave for more than 2 days, alternative arrangement shall be done by the contractor.

3.34. The contractor will be responsible for safety and security of Assets inside and outside of the premises of IIT, KGP.

3.35. It will be the sole responsibility of the contractor that the men engaged are trained and the IIT, KGP will not be liable for any mishap, directly or indirectly.

3.36. The security works will be periodically checked by the Competent Authority, or any person authorized by him to ensure quality of work.

3.37. Only physically fit personnel shall be deployed for duty by the contractor.

3.38. No agent, middleman or any intermediary will be engaged to provide any service, or any other item of work related to the performance of this contract.

3.39. Offer must be submitted in accordance with the instruction laid down in detailed tender documents.
4. GENERAL TERMS & CONDITIONS

4.1 Duration of Contract: The contract shall be valid initially for one year and may be extended, if necessary, for mutually agreed periods of time.

4.2 Price: The bidders should quote their service charge which is inclusive of all as specified in the prescribed format (Appendix – VIII). Service tax will be applicable as per rule. The total amount (Component No. 11) must be legible, written in computer or type written or neatly hand written both in words and figures. In case of discrepancy, the amount written in word will prevail.

4.3 Minimum Wages: The successful bidder shall have to comply with minimum stipulated by Govt. West Bengal’s notification in force for Zone A and other statutory dues as per rules /notifications etc. with regard to payment of wages to the personnel deputed at IIT, KGP for the above work. As and when the rates of minimum wages is increased/decreased by the Govt. of West Bengal, the successful bidder should inform IIT, KGP regarding revision of rates to the tune of increase and decrease of minimum wages and related statutory dues. Other statutory payment will be revised subject to production of notification/order etc., of the respective authority. All the revision will be subject to the approval of the Competent Authority of IIT, KGP.

4.4 Agreement: The work should be taken up within 15(fifteen) days from the date of issue of work order. The successful bidder shall execute an Agreement with IIT, KGP on Non Judicial Stamp Paper of appropriate value before the commencement of work.

4.5 Refund of EMD to the unsuccessful bidder: EMD will only be refunded to the unsuccessful bidders within 30 days after finalization of Tender and no interest will be paid for the same.

4.6 Security Deposit: The successful bidder shall within 15-days of the date of issue of Work Order deposit with IIT, KGP a sum equal to 10% of the value of the accepted tender less EMD already deposited as security deposit, in the form of Demand Draft/Bank Guarantee failing which IIT, KGP may at its discretion cancel the Work Order and forfeit the Earnest Money Deposit furnished along with the tender. The security deposit amount of 10% of the contract value so deposited will be refunded after 60 (sixty) days from the date of completion of all contractual obligations of the contractor duly certified by an officer designated for the purpose. No interest will be paid for the security deposit. In case of extension of the contract, Bank Guarantee may be suitably extended up to 60 (sixty) days from the date of completion of all contractual obligations of the contractor duly certified by an officer designated for the purpose.

4.7 Termination without Compensation: In the event of violation of any terms and conditions of the Tender documents or the agreement, it would be construed, as a breach of contract and IIT, KGP will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the contractor towards successful implementation of the contract may be forfeited.

Signature of the Bidder with date and Seal
4.8 **Pre-bid Meeting:** A pre-bid meeting is scheduled to be held on **5th June at 15.30 hrs at Committee Room, IIT Kharagpur** to clarify any issue regarding the bidding documents in general and the operational conditions in particular. All prospective bidders or their authorised representatives should attend the said meeting to acquaint themselves with the ground realities existing in the Institute.

4.9 **Amendment of Tender Documents:** At any time prior to the last date for submission of tenders, IIT KGP may, for any reason, modify the tender document. Such modification will be hosted in the website only.

4.10 **Conditional bid:** Conditional bids are liable to rejection summarily.

4.11 **Compliance with Laws:** The contractor shall ensure full compliance with all statutory laws of the Government of India/ Government of West Bengal with regard to this contract and shall be solely responsible for the same. The contractor shall keep IIT, KGP fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

4.12 **Delay in downloading:** IIT, KGP shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.

4.13 **Correctness of downloaded bid:** Bidders will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents is incomplete or with changed contents, the same will be summarily rejected.

4.14 **Submission of Bills:** The bills shall be submitted in triplicate in the following month for payment. The proof of payment of salary, deposit of PF, ESI, Service Tax, weekly off, etc. has to be provided to IIT, KGP for verification every month. The bills will not be processed if documentary evidence in respect of the above is not submitted.

4.15 **Monthly Bills:** The Contractor should provide monthly bills for payment along with a copy of Attendance Roll of the previous month duly signed by him/them and the designated personnel of IIT, KGP in each location.

4.16 **Payment Terms:** Payments will be made within 15 days through cheque/ECS/NEFT/ RTGS after receipt of invoice/bills. However, any increase/decrease in total payment will be given effect to if revision as notified by Govt. Of West Bengal/ Govt. of India in respect of statutory dues like rate of minimum wages, EPF, ESI etc. is intimated to IIT, KGP. No advance payments will be made and approved by IIT, Kharagpur.

4.17 **Income Tax:** IIT, KGP will deduct Income Tax at source as per Income Tax Act from the contractor’s bill at the prevailing rates of such sum as income.

Signature of the Bidder with date and Seal
4.18 Acceptance of bids & withdrawals: The right of final acceptance of the tender is entirely vested with the Director, IIT, KGP who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of IIT, KGP to communicate with rejected bidders. After acceptance of the tender, the bidder shall have no right to withdraw his tender. The tender acceptance authority may also reject all the tenders for reasons such as change in scope of work, lack of anticipated financial resources, court orders, accident, calamities etc. and other unforeseen circumstances.

4.19 Tender Evaluation Criteria: The committee of IIT, KGP will prepare a list of firms based on compliance of terms and conditions of the tender. The tenders, which do not conform to the conditions stated in the tender, shall be rejected. Price bids of eligible bidders will be opened on a subsequent date. It shall be deemed that the bidder is aware of the operational conditions as stated in Clauses 3.2 & 4.8, prior to submission of the price bid which will be evaluated accordingly.

4.20 Alterations/Modifications: The IIT, KGP reserves the right to make alterations in the number of personnel deployed as per actual requirement. The contractor shall deploy such personnel also at the rate as agreed to in the Work Order.

4.21 Performance of Contractor: In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIT, KGP reserves the right to impose penalty as deemed fit.

4.22 Any act on the part of the bidder to influence anybody in the IIT, KGP is liable for rejection of his tender.

4.23 The contractor will indemnify IIT, KGP from any claim/statutory non-compliance/damage/compensation etc. arising out of this contract.

4.24 The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

4.25 All liabilities arising out of accident, death, loss or damage while on duty shall be borne by the contractor.

4.26 Any case of theft, loss or damage to the property of IIT, KGP on account of malfeasance, negligence, connivance or any other misdemeanour on the part of the Contractor/Security Personnel if so established prime facie by IIT, KGP Authorities, the contractor shall have to make good the loss to IIT, KGP.

Signature of the Bidder
with date and Seal
4.27 The contractor and its staff shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse the areas of responsibility given to them by IIT, KGP and shall not knowingly lend to any person or company any of the effects of the IIT, KGP under its control. In case any damage is caused to IIT, KGP’s property by the contractor or his deployed person, the contractor shall be liable to reimburse the cost of such damage to IIT, KGP, failing which security money will be adjusted and balance (if any) will be deducted from the running bill of the Contractor.

4.28 The Security Personnel deployed should be trained in security duty, smart, having good physique, not below 18 years of age and more than 45 years of age. They should be trained to handle and make best use of all types of Fire–Fighting and Safety Equipments and should know basic First Aid. They must have reasonable knowledge in spoken and written Bengali and Hindi.

4.29 IIT, KGP shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The IIT, KGP does not recognize any employee employer relationship with any of the workers of the contractor.

4.30 The Contract may be terminated/short closed by giving not less than one month’s notice by either side.

4.31 If any dispute arises regarding payment of wages and other statutory dues to the workmen deployed at IIT, KGP will not be held responsible for that under any circumstances. All bidders must take these into account at the time of bidding.

4.32 The contractor shall be bound to submit any statutory document on demand by the competent authority of IIT Kharagpur.

4.33 The contractor shall maintain all records about the statutory compliance as per the Government of West Bengal/ Govt. of India rules and regulations at their premises. IIT, KGP will have the right to verify each and every document.

4.34 Settlement of Disputes: It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of IIT KGP. The Bidder shall make request in writing to the Director for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by IIT KGP. The decision of the Director, IIT, KGP will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Kolkata jurisdiction.

4.35 Jurisdiction: The Court of Kolkata in the State of West Bengal only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

Signature of the Bidder with date and Seal
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Name of the Organization/Firm, location of office with complete address with Telephone/Fax nos. and e-mail address.</td>
</tr>
<tr>
<td>02</td>
<td>Nature of Organization (whether Private/Public Sector Undertaking/Sole proprietor/Partnership/Cooperative Society etc.) Documentary proof to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/ partner for signing the documents for this tender be attached)</td>
</tr>
<tr>
<td>03</td>
<td>The contractor should have successfully provided security services in large industrial R&amp;D Institute/ Government Organization/Autonomous bodies/Multinational Companies/Educational Institutions etc. and should have supplied similar number of trained security personal at least three sites and should have successfully completed the full tenure of contract. Relevant certificates of successful completion of contract should be enclosed from three sites of Security Contract. The contractor should have at least one running contract in hand of equivalent or more value (attach proof).</td>
</tr>
<tr>
<td>04</td>
<td>The contractor should have valid registration with appropriate Government Labour Department. Attach a copy of proof.</td>
</tr>
<tr>
<td>05</td>
<td>Financial resources, assets in terms of firm’s property (fixed and moveable) held</td>
</tr>
<tr>
<td>06</td>
<td>A copy of audited Balance Sheet for Financial Years 2011-12, 2012-13 and 2013-14 to be attached</td>
</tr>
<tr>
<td>07</td>
<td>(a) TAN/PAN No. of the firm with the copy of the same.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>(b) Does the firm have PF, ESI Code nos. issued by the concerned authorities? Enclose the copy of same.</td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>Solvency Certificate of an amount not less than Rs. 100.00 lakhs issued by a scheduled bank within the last six months is attached.</td>
</tr>
<tr>
<td>09</td>
<td>Has the firm attached Appendix-II containing the Undertaking duly signed?</td>
</tr>
<tr>
<td>10</td>
<td>Has the firm attached Affidavit in the prescribed format as at Appendix-III?</td>
</tr>
<tr>
<td>11</td>
<td>Has the firm submitted Cost of Tender Document of Rs. 5,000.00 valid for 90 days? If so, details of Demand Draft/ Pay Order from Scheduled Bank.</td>
</tr>
<tr>
<td>12</td>
<td>Has the firm submitted EMD of Rs. 8,40,000 valid for 90 days? If so, details of Demand Draft/ Pay Order from Scheduled Bank.</td>
</tr>
<tr>
<td>13</td>
<td>Service tax Registration. Copy of the same may be attached.</td>
</tr>
<tr>
<td>14</td>
<td>Any other information/ relevant certificate</td>
</tr>
</tbody>
</table>

Signature of the Bidder with date and Seal
APPENDIX –II

UNDERTAKING BY THE BIDDER

Certified, that I/ We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower on the rates mentioned in the price bid and shall be solely responsible to discharge the liabilities/ administrative charges, if any. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these Tender documents.

Place:          Signature of Bidder
Date: 

Address: 
Tel. No/ Fax no./Mobile 
E-mail: 
Official Seal
AFFIDAVIT

I/ We _______________________________ (Name)
Contractor / Partner / Sole Proprietor (strike out word which is not applicable) of the (Firm)

__________________________________________
do hereby solemnly affirm and declare that the individual firm/ companies are neither black-listed
by the Union or State Government nor any partner / Shareholder thereof is directly or indirectly
connected with or has any subsisting interest in business of my / our firm.

DEPONENT

Address:

__________________________________________

Verification:
Verified, that the contents of above affidavit are true and correct to the best of my knowledge
and beliefs. No part of it is false and nothing has been kept concealed there from.

DEPONENT

Place:

Dated:

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)

Signature of the Bidder
with date and Seal
**APPENDIX –IV**

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST THREE YEARS UPTO 31st MARCH 2015

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of institution/ Organization where similar work carried out.</th>
<th>Cost of works in lakhs Rs.</th>
<th>Date of commencement as per contract</th>
<th>Actual date of completion</th>
<th>Name and Address/ Tel. No. of Officer to whom reference may be made</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
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<td>4</td>
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<td>5</td>
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<td>6</td>
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<td></td>
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<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder with date and Seal
Solvency Certificate
Format for Banker’s Solvency Certificate

To
The Registrar
Indian Institute of Technology, Kharagpur
Kharagpur- 721302
West Bengal

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s................................................. (address) .................. a customer of our bank is respectable and be treated as good for an engagement up to a sum of Rs............................... (Solvency amount) ........................ only as on.............. (Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers.

This certificate is issued at the specific request of the customer.

Yours faithfully,

For............................... Bank
Bank Officer with designation

Signature of the Bidder
with date and Seal
FINANCIAL INFORMATION

I. Financial Analysis

Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three preceding years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Year ending 31st March</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2012</td>
</tr>
<tr>
<td>01</td>
<td>Gross annual turnover in the similar works</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Profit (+) / Loss (-)</td>
<td></td>
</tr>
</tbody>
</table>

II. Financial arrangement for carrying out of proposed work.

III. Solvency certificate of Rs. ........... Lacs from Bankers of Applicant.

IV. Income Tax Returns certified by the Auditors.

V. Audited Accounts of the Company from the year ending 31st March 2012 to 2014.

VI. Income Tax PAN Details.

VII. Service Tax Registration. No.

This is to certify that to the best of my knowledge and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated: ___________________________  Signature of Chartered Accountant with seal and membership number

Signature of the Bidder with date and Seal
APPENDIX –VII

(Referred to in Clause 1.1)

REQUIRED STRENGTH (Tentative)

| i.         | Unit Commander (preferably ex-serviceman) | - | 01 |
| ii.        | Assistant Security Officer               | - | 03 |
| iii.       | Security Supervisor                      | - | 06 |
| iv.        | Security Guards (ex-serviceman)          | - | 90 |
| v.         | Security Guards                          | - | 176 |
| vi.        | Lady Security Guards                     | - | 30 |
| vii.       | Vehicle Driver                           | - | 04 |

Total - 310

Note:

(i) The security personnel deployed at IIT Kharagpur/ Kolkata should not be of more than 45 years and should be physically and medically fit.

(ii) The above requirement may be changed subject to necessity.
**APPENDIX –VIII**

**PRICE BID**

**TENDER FOR SECURITY ARRANGEMENTS AT IIT, KGP**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Particulars</th>
<th>Unit Commander</th>
<th>Assistant Security Officer</th>
<th>Security Supervisor / Ex. Service man for security guard / Vehicle Driver</th>
<th>Security Guard</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Minimum Rate of wages per month (subject to change as per Government of West Bengal for Zone A)</td>
<td>8333.00</td>
<td>8333.00</td>
<td>7575.00</td>
<td>6886.00</td>
</tr>
<tr>
<td>02</td>
<td>Allowance for Unit Commander</td>
<td>1000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>03</td>
<td>Gross wages per month (1+2)</td>
<td>9333.00</td>
<td>8333.00</td>
<td>7575.00</td>
<td>6886.00</td>
</tr>
<tr>
<td>04</td>
<td>EPF @ 13.61% on Sl. no. 1 subject to maximum of Rs. 15,000/- (subject to change as per Notification of the concerned authority)</td>
<td>1134.00</td>
<td>1134.00</td>
<td>1031.00</td>
<td>937.00</td>
</tr>
<tr>
<td>05</td>
<td>ESI @ 4.75% on gross wages payable</td>
<td>443.00</td>
<td>396.00</td>
<td>360.00</td>
<td>327.00</td>
</tr>
<tr>
<td>06</td>
<td>Bonus @8.33% on Rs. 3,500.00 (subject to change as per Bonus Act)</td>
<td>292.00</td>
<td>292.00</td>
<td>292.00</td>
<td>292.00</td>
</tr>
<tr>
<td>07</td>
<td>Total per head for 8 hrs duty for 26 days in a month (3+4+5+6)</td>
<td>11202.00</td>
<td>10155.00</td>
<td>9258.00</td>
<td>8442.00</td>
</tr>
<tr>
<td>08</td>
<td>Reliever duty for weekly off on minimum wages</td>
<td>1904.00</td>
<td>1726.00</td>
<td>1574.00</td>
<td>1435.00</td>
</tr>
<tr>
<td>09</td>
<td>Total (7+8)</td>
<td>13106.00</td>
<td>11881.00</td>
<td>10832.00</td>
<td>9877.00</td>
</tr>
<tr>
<td>10</td>
<td>Service Charges @…….% on Sl. No. 9 (please mention service charges in % only on Sl. No. 9)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Total Per Month</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder with date and Seal
Total Amount in Words:

(A) Unit Commander .................................................................
(B) Assistant Security Officer......................................................
(C) Security Supervisor/ Ex. Service man/ Vehicle Driver ..................
(D) Security Guard.................................................................

Note 1: Bidder is requested to quote their rate of service charges at SL. No. 9 only. Service Charges will be inclusive of all. No other charges will be paid for tools and machineries, administrative charges, workmen compensation policies, insurance, if any, communication facilities, safety equipments, cost of uniforms, etc. Service Taxes which will be applicable as per rules.

Note 2: The additional guard/gunman, if required, will be intimated by IIT, KGP.

DECLARATION
I/We have read the tender documents and are fully aware of the terms and conditions. I/We shall abide by all the terms and conditions and hereby undertake to pay the personnel deployed by us at IIT, KGP at the rate of minimum Wages and other statutory dues notified by the Govt. of India from time to time.

Signature of the Bidder
with date and Seal