



Indian Institute of Technology Kharagpur

KHARAGPUR – 721 302

Tender No: IIT/ENQ /Security/2018

Date: 06.11.2018

Sub: Providing of Security Services with Ex-servicemen.

Indian Institute of Technology Kharagpur (IIT KHARAGPUR) , an Institute of national importance, invites sealed Tenders from registered, bonafide, experienced and financially sound security agency having a valid License under contract Labour (Regulation and abolition) act 1970 and appropriate Govt. Securities Act, for exclusively deploying trained Security Personnel with Ex-servicemen. The Securities Services covering the Main and New Academic Complex, Halls of Residences, Guest Houses (Kharagpur and Kolkata), Rajarhat Kolkata Centre, IIT Kharagpur Bhubaneswar Campus and other areas of the Kharagpur campus, on outsourcing.

The contract term shall be initially for a period of 01(one) year. Based on satisfactory performance, the contract term may be renewed on yearly basis at the sole discretion of the Institute, for a maximum period of three years, from the date of commencement of the contract. The contract may be renewed thereafter at the discretion of the Institute on terms and conditions to be mutually agreed upon. The tender document with complete details of tender including experience required, scope of work and other terms & conditions can be downloaded from the website www.iitkgp.ac.in and Central Public Procurement Portal <https://eprocure.gov.in/epublish/app>. Interested and eligible Service providers are requested to submit two sealed envelopes containing Technical Bid (Envelope – A) and Commercial Bid (Envelope – B) placed in a larger sealed envelope super-scribing with reference number (**Tender No. IIT/ENQ/Security/2018 Dt: 06.11.2018**) to “**Registrar, Indian Institute of Technology, Kharagpur, P.O. Kharagpur Technology, PIN : 721 302**” *on or before the tender submission deadline.*

Indian Institute of Technology, Kharagpur will hold **Pre Bid Conference** with all **interested bidders** for technical/scope work and commercial discussions/clarifications. This conference will be held in the **Committee Room, 1st Floor, Main building, IIT Kharagpur on 19.11.2018 at 3.00 PM.**

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 clearance from the District Administration/ Police Department.

Last date for submission of bids is **05.12.2018 upto 2.00PM.** The Technical bids will be opened on 05.12.2018 at 4.00 PM. in the **Committee Room, 1st Floor, Main building, IIT Kharagpur.**

Sd/-

Registrar

For Director, IITKharagpur

Copyto:

1. Institute's Website
2. CPPP
3. Notice Board

IMPORTANT INFORMATION RELATED TO TENDER

| | |
|---|--|
| Nature of Work | Providing of Security Services at IIT Kharagpur |
| Tender No and date | IIT/ENQ/Security/2018 date: 06.11.2018 |
| Bid Document fee (Non refundable) | Rs. 1,000/- (By way of DD from any Nationalized Bank /Commercial Bank and paid in favour of "Indian Institute of Technology Kharagpur", payable at Kharagpur) |
| EMD | Rs.3,00,000/- ((By way of DD from any Nationalized Bank /Commercial Bank and paid in favour of "Indian Institute of Technology Kharagpur", payable at Kharagpur)) |
| Pre-bid Meeting | 19.11.2018 at 03:00PM (in the Committee Room, 1 st Floor, Main Building, IIT Kharagpur). The addendum/corrigendum if any shall only be published on Institute's website and CPP Portal. |
| Last date for submission of sealed tenders/quotations | 05.12.2018 at 2.00PM |
| Pre-qualification & Technical Bid opening date/time | 05.12.2018 at 4.00PM. |
| Bid Validity | 120 days from the opening of price bid |
| Contact person | Mr.S.S.Jha, Security Officer, IIT Kharagpur Phno:+91-3222-282742 e-mail id: so@hijli.iitkgp.ac.in |

1. Guidelines for Tenderers

1. **Name of the Work and Requirement:** Providing of Security Services at IIT Kharagpur. The requirement of Security personnel is as follows.

| S. No | Description | No of persons |
|-------|---|---------------|
| 1 | Unit Commander (Ex- Serviceman) | 01 |
| 2 | Security Supervisor (Ex- Servicemen) | 04 |
| 3 | Security Guards (Ex- Servicemen) | 145 |
| Total | | 150 |

- 1.1. The above requirement may be changed subject to necessity.
1.2. The security personnel deployed at IIT Kharagpur/ Kolkata should be physically & medically fit and age should not be more than 45 years.

2. Scope of Work

- 2.1 Area of work: -Security is a very critical area of any Institution in general and IIT Kharagpur in particular, as it deals with safety and security of students and staff and sensitive technological infrastructure, research and innovations, assets & property owned or hired by the IIT Kharagpur. It includes Plant, equipment and property of entire campus of IIT, Kharagpur, Kolkata Guest House and Rajarhat, Kolkata Centre. The IIT requires a professional and experienced Security Agency, which can provide security of high standard with expertise in basic security mechanisms for safeguarding the IIT Kharagpur.
- 2.2 Visit at IIT, Kharagpur: The bidder is required to provide Security supervisors / Guards to the IITKharagpur 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 agency 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 assistance in this regard.
- 2.3 Agency will render expert advice on regular basis for ensuring the protection of plant, equipment and property of IITKharagpur. The Proprietor shall ensure round-the-clock high standard security on a 24x7 basis on all the seven days of the week throughout the year to safeguard the premises and assets of the Institute.
- 2.4 The agency shall furnish the list of each and every person employed by him and deploy to work at IITKHARAGPUR/ Kolkata Guest House, Rajarhat campus premises & IIT Kharagpur Bhubaneswar Campus to gether with a copy of their latest photograph. The Security Guards/ ex-serviceman personnel and security supervisors deployed by the Proprietor for security duty should be well trained in fire fighting, operating the fire-protection system(s)/ equipment(s) and fire extinguishers and providing first-aid.
- 2.5 The Security Agency shall issue detailed working instructions to their Security Personnel, which will be prior approved by the Security Officer, IIT Kharagpur. This inter alia implies that, each individual should know their roles and responsibilities.

The Proprietor shall ensure that all his personnel observe cleanliness and wear neat and clean uniforms with ID Cards duly displayed and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Proprietor shall have full control over the security staff engaged by him. The Proprietor shall give necessary briefings, guidance and directions to his staff to carry out the jobs assigned to them by the Proprietor and/ or the Institute.

2.6 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 and clearance of the Security Officer, IIT Kharagpur.

2.7 Bio-data with passport size photograph in respect to all personnel detailed for duty will be submitted to the Security Officer, IIT Kharagpur within 15 days of receipt of intimation. Once the bio-data is submitted, any personnel inducted on duty will not be changed, up to a minimum period of 6 months.

2.8 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 haircut. The Proprietor shall furnish a detailed duty chart of the deployed personnel as & when there is an addition/ reduction in the deployed strength and keep informed the Security Officer of the Institute of any change in the list of personnel from time to time. The duty chart should give the specific names of security personnel and building-wise respective duties they are required to attend to. A copy of the duty chart shall be also displayed in the Duty Register of each premise.

2.9 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.

2.10 In the event of any misdemeanour, likes sleeping during duty, be in gander the influence of liquor / drugs or indecent/insolent behaviour 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.

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

2.12 The right to increase/decrease the strength of personnel posted at anytime rests with the IIT Kharagpur.

2.13 IIT Kharagpur may increase upto 40 – 50 % of the posted strength, then service provider should be able to provide within seven days notice, in contingency situations.

2.14 The following documents will be maintained by the Unit-in-Charge of the Agency/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 be displayed 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.

2.15 The agency will provide all materials(s)/ equipment(s) required for day to day security including Torch, Whistles, Batons and neat and clean summer/ winter uniform and protective materials like overcoats, umbrella etc. at his cost.

2.16 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.

2.17 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 anything found suspicious after every four hours and maintain a log of these reports in the Occurrence.

2.18 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.

2.19 In case of any loss/damage caused, not due to natural calamities or disaster, 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.

2.20 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. Displaying of photos / videos associated with IIT campus security on social media is banned and any negligence will be dealt severely.

- 2.21 The engagement can be terminated with one month's notice from either side.
- 2.22 Leave Relief: No person shall be sent on leave unless, cleared by the Security Officer. In all such cases, reliever will be positioned prior to sending the personnel to leave.
- 2.23 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.
- 2.24 The Agency shall immediately notify IIT Kharagpur in writing of the occurrence of any event which may result in or which may indicate as on to believe 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/agency under this Agreement. The Company/agency also agrees that in the event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 24hours, then, notwithstanding what is contained in this Agreement; IIT Kharagpur may at its sole discretion terminate this Agreement forthwith.
- 2.25 The Security personnel provided should be personnel of high integrity and confidence. The antecedent of the persons engaged should be verified by the Agency/Local Police Authorities/Home Department, as applicable, to the satisfaction of IIT, Kharagpur
- 2.26 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.
- 2.27 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 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.
- 2.28 The Institute feels the following requirements:
- i. 20% security guards (Ex-servicemen) shall be deployed for duties 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. Barrack accommodation will be provided to the Agency security personnel posted at IIT Kharagpur by the Institute. **In case not provided, HRA will be paid as per DGR rates.**
- 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 Head 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.
- 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 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, Security Supervisor & Security Guard etc.

2.29 The agency shall pay his workmen deputed at IIT KGP, the wages not less than the monthly rate as mentioned in **Annexure IX**. However the wages of security guards in Annexure IX may be revised as and when rate of the Minimum wages is revised by notification issued by Centre / State government.

2.30 The agency 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 agency will be responsible for compliance for any other statutory requirements in this regard.

2.31 The agency shall submit copies of monthly ESI, PF, and GST remittance of every month respectively with respect to the previous month to IIT KHARAGPUR for records. This is necessary for processing of the monthly bills.

2.32 The agency shall deploy adequate number of personnel, so as to cater to the security arrangements with provision for adequate relievers. The agency shall carry out supervision/overseeing of his own employees deployed in premises of IIT KHARAGPUR or by his appointed Unit commander. IIT KHARAGPUR will have right and discretion to ensure that jobs are carried out as per contract. The Proprietor will not allow unauthorized entry to persons to roam about; cut trees/ grass/ firewood, perform sales or promotional campaigns of any kind not related with the Institute or

damage any civil or electrical work/ fittings or to scale or damage the boundary wall from in/ out side of the Board premises. It is also to be strictly monitored that no outsider should park his/ her vehicle inside the boundary of the premises.

- 2.33 In case any of the security personnel goes on leave for more than 2 days, alternative arrangement shall be done by the agency.
- 2.34 The agency will be responsible for safety and security of Assets inside and outside of the premises of IIT Kharagpur.
- 2.35 It will be the sole responsibility of the agency that the men engaged are trained and the IIT Kharagpur will not be liable for any mishap, directly or indirectly.
- 2.36 The security works will be periodically checked by the Competent Authority, or any person authorized by him to ensure quality of work.
- 2.37 Only physically and mentally fit personnel shall be deployed for duty by the agency.
- 2.38 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.
- 2.39 Offer must be submitted in accordance with the instruction laid down in detailed tender documents.

3. Eligibility Conditions:

- 3.01 The security agency should possess Certificate of Registration with registrar of companies under 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. Registered with State / Central Government and having License for supply of Security Personnel.
- 3.02 The Agency should have Head Quarters or zonal or regional offices in West Bengal preferably in Kolkata / Paschim Minapore.
- 3.03 The agency's empanelment with the Office of the Director General of Resettlement is desirable. The agency should possess license from the appropriate authority under the Private Security Agencies (Regulation) Act 2005. The agency should not have been black listed by any Government or Semi-Government organization.
- 3.04 The intending bidder must have experience in performance of similar nature of contracts continuously for last preceding five years ending 31st October 2018 in Central/State Govt. Depts./Organization/PSUs or in reputed establishments/Educational Institutions.
- 3.05 The Agency should have supplied 100 number of trained security personnel at least in 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.
- 3.06 The agency should have at least one running security services contract in hand, where deploy is more than 100 personnel.
- 3.07 The Agency must have more than 1000 men on roll including Ex-Service man and having 5 years experience in security services.
- 3.08 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, GST Registration no and Financial Information, Affidavit, Undertaking etc as per given format.
- 3.09 The bidder must have a minimum average turnover of Rs. 5, 00, 00,000.00 (Rupees five Core only) annually during the last preceding three years. All bidders should submit copies of audited statement of Accounts for the last three years along with the tender documents. In case of exemption from the requirement of Audit of statement of Accounts, necessary certificate should be provided.
- 3.10 Solvency Certificate of an amount not less than Rs. 50.00 lakhs issued by a scheduled bank within the last six months(Annexure - V)
- 3.11 The bidder must submit copy of acknowledgement of Income Tax return for last three years.

- 3.12 The bidder must submit audited balance sheets of last three years.
- 3.13 The Agency should be able to deploy fit and healthy smart ex-serviceman, whose age should not be more than 45 years. No over aged security personnel will be eligible for performing duty at IIT Kharagpur.
- 3.14 The trained ex-serviceman engaged for duty must be conversant in handling standard fire fighting equipments.
- 3.15 A Technical Committee from the Institute may visit the Zonal or Regional Headquarters offices during the process of short listing of agencies to ascertain their facilities and man power management.
- 3.16 The bidder shall be required to deposit a sum of Rs. 1,000.00 (Rupees One Thousand only) towards the cost of Tender fee in the form of Demand Drafts in favour of **“Indian Institute Technology -Kharagpur”** Payable at Kharagpur and Rs. 3,00,000.00 (Rupees Three Lakh only) towards Earnest Money in the form of Demand Drafts / BG 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.**

Note: IIT Kharagpur will give exemption for submission of Tender fee and EMD who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR - 2017 only. However proper and valid document in this regard must be submitted by the bidders in support of their claim.

4. INSTRUCTIONS TO BIDDERS

- 4.01 Sealed tenders are invited by Registrar, IIT KHARAGPUR under “Two Bid System” from Security Agencies for providing Security Guards and Security Supervisors to the IIT Kharagpur. Tenders should be submitted in two separate sealed envelopes from the intending bidders.
- 4.02 The addendum/corrigendum if any shall be published on Institute’s website i.e. www.iitkgp.ac.in and on CPP Portal. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any in their bid.
- 4.03 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.
- 4.04 **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) Annexure – I (Technical bid)
- (b) Annexure – II (Declaration)
- (c) Annexure – III (Affidavit)
- (d) Annexure – IV (Details of work of similar nature)
- (e) Annexure – V (Solvency certificate)
- (f) Annexure – VI (Financial information)
- (g) Annexure – VII (Required strength)
- (h)** Other essential certificates, Earnest Money and Cost of Tender fee (place in one cover superscripted with Tender fee and EMD) and signed tender documents.

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 **Annexure IX**. The bidder shall quote his rate both in figures and in words.

- 4.05 The sealed outer envelope shall be superscripted with “ Tender for Providing Security Services at IIT Kharagpur” and addressed to:

The Registrar,
Indian Institute of Technology Kharagpur
Kharagpur- 721302

- 4.06 All Tenders are to be submitted by hand or drop at the office of Registrar, IIT Kharagpur **on or before the tender submission deadline.**

- 4.07 Tenders are sent by Fax/E-mail and those received late after the prescribed date and time will not be entertained. IIT Kharagpur will not be responsible for any postal losses or delays in submission of documents.
- 4.08 All communications with regard to this tender are to be addressed to the above addressee.
- 4.09 IIT Kharagpur, in its sole discretion, may extend the tender due date by issuing a corrigendum in the website and CPP Portal.
- 4.10 The Technical Bids will be opened in the presence of the representatives of the bidders.
- 4.11 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.
- 4.12 The offer will remain valid for a period of 120 days from the date of opening of Price Bid. If required, the validity shall be extended for further period by mutual consent.
- 4.13 The Tender Documents should be typewritten / computerized or neatly handwritten. No overwriting or correction is allowed. The tender documents are non-transferable.
- 4.14 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 Kharagpur.
- 4.15 Documents submitted in connection with the tender will be treated as confidential and will not be returned.
- 4.16 IIT Kharagpur 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 and for tender evaluation only. IIT Kharagpur further reserves the right to split the order among more than one bidder, if considered necessary.

5. GENERAL TERMS & CONDITIONS

- 5.01 **Duration of Contract:** The contract term shall be initially for a period of 01(one) year. Based on satisfactory performance, the contract term may be renewed on yearly basis at the sole discretion of the Institute, for a maximum period of three years, from the date of commencement of the contract. The contract may be renewed thereafter at the discretion of the Institute on terms and conditions to be mutually agreed upon.
- 5.02 **Earnest Money Deposit (EMD):** An amount of Rs.3,00,000/- in the form of Demand Draft drawn in favour of “**Indian Institute of Technology Kharagpur**”, payable at Kharagpur or Bank Guarantee. **E.M.D. should be enclosed separately in an envelope and stapled with the Technical Bid document superscripting EMD.** The validity of the EMD should be 6 (six) months from the date of issue. **Any bid without EMD will be summarily rejected. No interest is payable on EMD.** EMD will be refunded to the unsuccessful bidder, finalization of the tender process. The EMD of vendor awarded with the contract to be treated as part of security deposit towards Performance Guarantee. No interest is payable on Security Deposit. Security Deposit shall be forfeited if the selected vendor after award of contract fails to execute the same.
- 5.03 **Price:** The bidders should quote their service charge which is inclusive of all as specified in the prescribed format (**Annexure – IX**). GST will be applicable as per rule. The total amount 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.
- 5.04 **Minimum Wages:** The successful bidder shall have to comply with minimum wages stipulated by Centre / State Govt. of India and other statutory dues as per rules /notifications etc. with regard to payment of wages to the personnel deputed at IIT Kharagpur for the above work. As and when the rates of minimum wages are increased/decreased, the successful bidder should inform IIT Kharagpur 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 Kharagpur.
- 5.05 **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 Kharagpur on Non Judicial Stamp Paper of appropriate value before the commencement of work.
- 5.06 **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.
- 5.07 **Security Deposit:** The successful bidder shall within 15-days of the date of issue of Work Order deposit with IIT Kharagpur a sum equal to 10% of the annual value of the accepted tender less EMD already deposited as security deposit, in the form of Demand Draft/Bank Guarantee failing which IIT KHARAGPUR 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 agency 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 agency duly certified by an officer designated for the purpose.

- 5.08 **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 Kharagpur will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the agency towards successful implementation of the contract may be forfeited.
- 5.09 **Pre-bid Meeting:** A pre-bid meeting is scheduled to be held 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.
- 5.10 **Amendment of Tender Documents:** At any time prior to the last date for submission of tenders, IIT Kharagpur may, for any reason, modify the tender document. Such modification will be hosted in the website and CPPP.
- 5.11 **Conditional bid:** Conditional bids are liable to rejection summarily.
- 5.12 **Compliance with Laws:** The agency shall ensure full compliance with all statutory laws of the Government of India with regard to this contract and shall be solely responsible for the same. The agency shall keep IIT Kharagpur fully indemnified against liability of tax, interest, penalty etc. of the agency in respect thereof, which may arise.
- 5.13 **Delay in downloading:** IIT Kharagpur shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- 5.14 **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.
- 5.15 **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, GST, weekly off, etc. has to be provided to IIT Kharagpur for verification every month. The bills will not be processed if documentary evidence in respect of the above is not submitted.
- 5.16 **Monthly Bills:** The Agency 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 Kharagpur in each location.

- 5.17 **Payment Terms:** Payments will be made within 20 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 India in respect of statutory dues like rate of minimum wages, EPF, ESI etc. is intimated to IIT Kharagpur. No advance payments will be made and approved by IIT, Kharagpur.
- 5.18 **Income Tax:** IIT Kharagpur will deduct Income Tax at source as per Income Tax Act from the agency's bill at the prevailing rates of such sum as income.
- 5.19 **Acceptance of bids & withdrawals:** The right of final acceptance of the tender is entirely vested with the Director, IIT Kharagpur 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 Kharagpur 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.
- 5.20 **Tender Evaluation Criteria:** The committee of IIT Kharagpur 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 this tender, prior to submission of the price bid which will be evaluated accordingly.
- 5.21 **Alterations/Modifications:** The IIT Kharagpur reserves the right to make alterations in the number of personnel deployed as per actual requirement. The agency shall deploy such personnel also at the rate as agreed to in the Work Order.
- 5.22 **Performance of Agency:** In case the agency 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 Kharagpur reserves the right to impose penalty as deemed fit.
- 5.23 Any act on the part of the bidder to influence anybody in the IIT KHARAGPUR is liable for rejection of his tender.
- 5.24 The agency will indemnify IIT Kharagpur from any claim/statutory non-compliance/damage/compensation etc. arising out of this contract.
- 5.25 The agency shall not engage any sub-agency or transfer the contract to any other person in any manner.
- 5.26 All liabilities arising out of accident, death, loss or damage while on duty shall be borne by the agency.
- 5.27 Any case of theft, loss or damage to the property of IIT Kharagpur on account of malfeasance, negligence, connivance or any other misdemeanor on the part of the Agency/Security Personnel if so established prime facie by IIT Kharagpur Authorities, the agency shall have to make good the loss to IIT Kharagpur.

- 5.28 The agency 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 Kharagpur and shall not knowingly lend to any person or company any of the effects of the IIT Kharagpur under its control. In case any damage is caused to IIT Kharagpur's property by the agency or his deployed person, the agency shall be liable to reimburse the cost of such damage to IIT Kharagpur, failing which security money will be adjusted and balance (if any) will be deducted from the running bill of the Agency.
- 5.29 The Security Personnel deployed should have reasonable knowledge in spoken and written Hindi/English/Bengali.
- 5.30 IIT Kharagpur shall not be under any obligation for providing employment to any of the worker of the agency after the expiry of the contract. The IIT Kharagpur does not recognize any employee employer relationship with any of the workers of the agency.
- 5.31 The Contract may be terminated/short closed by giving not less than one month's notice by either side.
- 5.32 If any dispute arises regarding payment of wages and other statutory dues to the workmen deployed at IIT Kharagpur. The institute will not be held responsible for that under any circumstances. All bidders must take these into account at the time of bidding.
- 5.33 The agency shall be bound to submit any statutory document on demand by the competent authority of IIT Kharagpur.
- 5.34 The agency 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 Kharagpur will have the right to verify each and every document.
- 5.35 **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 IITKGP. 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 Kharagpur. The decision of the Director, IIT Kharagpur 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.
- 5.36 **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

TECHNICAL BID DOCUMENT**FORMAT TO BE FILLED BY THE AGENCY FOR SUBMITTING TENDER FOR PROVIDING OF SECURITY SERVICES (EX-SERVICEMEN).**

| | | |
|----|---|--|
| 1 | Name of the Organization/Firm, location of office with complete address with Telephone /Fax nos and email address | |
| 2 | The security agency should possess Certificate of Registration with registrar of companies under Companies Act, and / or Shops & Establishment Act etc (As per Eligibility conditions at clause 3.01) | |
| 3 | The Agency should have Head Quarters or zonal or regional office in West Bengal preferably in Kolkata / Paschim Minapore | |
| 4 | The agency's empanelment with the Office of the Director General of Resettlement is desirable. The agency should possess license from the appropriate authority under the private security Agencies (Regulation) Act 2005. | |
| 5 | Experience in performance of similar nature of contracts continuously for last preceding five years ending 31st October 2018 in Central/State Govt. Depts./Organization/PSUs or in reputed establishments/ Educational Institutions. | |
| 6 | The Agency should have supplied 100 number of trained security personnel at least in 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. | |
| 7 | The agency should have at least one running security services contract in hand, where deployment is more than 100 personnel. | |
| 8 | The Agency must have more than 1000 men on roll including Ex-Service man and having 5 years experience in security services. | |
| 9 | 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, GST Registration no and Financial Information, Affidavit, Declaration etc as per given format. | |
| 10 | The bidder must have a minimum average turnover of Rs.5,00,00,000.00 (Rupees five Core only) annually during the last preceding three years. | |
| 11 | Solvency Certificate of an amount not less than Rs. 50.00 lakhs issued by a scheduled bank within the last six months(Annexure - V) | |
| 12 | The bidder must submit copy of acknowledgement of Income Tax return for last three years. | |
| 13 | A copy of audited Balance sheets of last three years (attached copies). | |
| 14 | Tender Document Fee Rs.1,000/- in the form of DD | |
| 15 | EMD as per the terms and conditions | |
| 16 | Any other information / relevant certificates | |

You are requested to attach all relevant documents in support of your claims (as above).

Signature of Bidder with Seal

ANNEXURE - II

DECLARATION

1. I, ----- Son /Daughter of Shri -----

Proprietor/Partner/CEO/MD/Director/
Authorized Signatory of M/s. ----- am competent
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
hereby convey my acceptance of the same.

3. The information/ documents furnished along with the above application are true and
authentic to the best of my knowledge and belief.

4. I/ we/ am are 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.

5. Each page of the tender document and papers submitted by my Company is
authenticated, sealed and signed, and I take full responsibility for the entire
documents submitted.

6. I/we hereby conform and declare that I/we am/are not blacklisted /De-registered /
debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or
any other agency for which we have Executed/Under taken the works/Services.

Signature of the Authorized Person

Date : -----

Full Name : -----

Place : -----

Company Seal : -----

AFFIDAVIT

I/ We _____ (Name) Agency/
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

ANNEXURE -IV

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED OR IN OPERATION DURING THE LAST FIVE YEARS .

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

Seal & Signature of the Bidder

Solvency Certificate
[Format for 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).

| Sl. No. | Details | Year ending 31st March | | |
|---------|--|------------------------|---------|----------|
| | | 2015-16 | 2016-17 | 2017 -18 |
| 01 | Gross annual turnover in the similar works | | | |
| 02 | Profit (+) / Loss (-) | | | |

1. Solvency certificate of Rs. 50 Lakhs from Bankers of Applicant.
2. Income Tax Returns.
3. Audited Accounts of the Company for last three years.
4. Income Tax PAN Details.
5. GST 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

Requirement of Security Personnel

| S. No | Description | No of persons |
|-------|-------------------------------------|---------------|
| 1 | Unit Commander (Ex-Serviceman) | 01 |
| 2 | Security Supervisor (Ex-Servicemen) | 04 |
| 3 | Security Guards (Ex-Servicemen) | 145 |
| | Total | 150 |

Note:

1. The above requirement may be changed subject to necessity.
2. The security personnel deployed at IIT Kharagpur/ Kolkata should be physically & medically fit and age should not be more than 45 years

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas(thereinafter called the “tenderer”) has submitted their offer dated for the supply of (Hereinafter called the “tender”) against the purchaser’s tender Notice No.

KNOW ALL MEN by these presents that WE of having our registered office at are bound unto(hereinafter called the “Purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank thisDay of 20

THE CONDITIONS OF THIS OBLIGATION ARE

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

ANNEXURE -IX

Tender No: IIT/ENQ/Security/2018 dt: 06 .11.2018

PRICE BID

Sub: TENDER FOR PROVIDING OF SECURITY SERVICES AT IIT KHARAGPUR

| Sl. No | Particulars | Percentage | Unit Commander Per head per month (to be quoted by the bidder) | Security Supervisor Per head per month (To be quoted by Bidder) | Security Guard Per head per month (INR) |
|--|---|------------|--|--|---|
| | | | (I) | (II) | (III) |
| 1 | Basic wages plus VDA | | _____ | _____ | 13702.00 |
| 2 | EPF | 13% | | | |
| 3 | ESI | 4.75% | | | |
| 4 | Bonus | 8.33% | | | |
| 5 | Total per head per day for 8 hrs duty for 26 days in a month (Sl.no: 1 + 2+3+4) | | | | |
| 6 | Relieving Charges (1/6th of total of Sl. No 5) | | | | |
| 7 | Total (Sl. No 5 + 6) | | | | |
| 8 | Service Charges @ _____% (please mention percentage on sl.no7) | | | | |
| 9 | Total Amount per month | | | | |
| | Total Amount per month for Unit Commander , Security Supervisor and Security Guard (I + II + III) | | | | |
| | GST as applicable | | | | |
| | Total Amount | | | | |
| Total Amount in Rupees : (in Figures): _____ | | | | | |
| (in words) : _____ | | | | | |

Note:

1. The above rates of Minimum wages i/c VDA as notified by the office of the Chief Labour Commissioner (C), New Delhi, Ministry of Labour and Employment, Govt. Of India to be considered for security personnel without arms.
2. Bonus will be paid to the eligible candidates @8.33% of wages subject to a max of Rs. 7000/- per person/ annum following the payment of Bonus Act 1965. Bonus will be paid annually.
3. Service / administration charges / any other charges quoted by the firm /agency / company would be fixed for the entire period of contact.
4. Service / administrative charges should be in conformity with the Ministry of Finance, Department of Expenditure, PP Division's OM No. 29(1)/2014-PPD dated 28/01/2014. "If a firm quotes 'NIL' Charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. The additional guard/gunman if required will be intimated by IIT Kharagpur.
6. The rates fixed in the price bid format are for finalization of vendor. However IIT Kharagpur will pay as notified from time to time by the appropriate government.

Signature & Seal of the Bidder