



Estd. 1998

TENDER DOCUMENT

Total No. of Pages: 30 (including cover page)

SECURITY SERVICES

AT

COLLEGE OF ENGINEERING & MANAGEMENT, KOLAGHAT
(CEMK)

TENDER NOTICE NO. CEM/R/SS/02/2019

DATE OF RELEASE OF TENDER: 20/07/2019

LAST DATE OF RECEIPT OF TENDER BIDS: 03/08/2019

DIRECTOR

**COLLEGE OF ENGINEERING & MANAGEMENT, KOLAGHAT
KTPP TOWNSHIP, DIST. PURBA MEDINIPUR, PIN 721171**

COLLEGE OF ENGINEERING & MANAGEMENT, KOLAGHAT

Sealed Tenders are invited from highly reputed, well established & Professional Security Agencies, capable of providing 17 Male Security Guards and 02 Supervisor for duty in three shifts. The tender form may be downloaded from <http://www.cemkolaghat.org> must be submitted along with documentation fee of Rs. 1,000/- (Rupees one thousand only), non-refundable in the form of Bank Draft drawn in favour **College of Engineering & Management, Kolaghat** .The agency should be fulfilling following criteria:-

A. 1. ELIGIBILITY CRITERIA

- (a) The Agency should be approved / recognized/ registered by Govt. of India/ State Govt. for providing security services and/or affiliated with Security Association.
- (b) The Agency must comply with all statutory requirements such as registration with EPF, PAN/ TIN/ TAN, P.Tax, GST etc. along with proof and copies of latest three months challans.
- (c) The agency may in the recent past be providing at least 50 Security Guards per shift of 8 hours in Govt. funded Colleges / Technical Universities/ NITs or equivalent.
- (d) The Agency must have at least five years' experience in executing similar services to institutions/universities and reputed public/private sector organizations with single annual work order of at least INR 50 lakh in any of the last three years. Weightage will be given to firms having experience in providing such services in educational institutions.
- (e) The agency must have sound financial stability with an average annual turnover of INR 1.00 Crore in preceding three financial years (copy of audited balance sheets, P&L Accounts and ITR certificates must be enclosed).
- (f) The Agency besides providing security services should be capable of monitoring traffic safety, parking & trespassing, CCTV, Biometric system etc.
- (g) The Agency will have to produce Contract Labour License as per Labour Act from the Labour Department after being awarded the contract within 02 months.
- (h) The agency is required to maintain separate rate template for Ex-servicemen (Army, Navy and Air Force only) & Civilians in light of the WB state Govt. wages.
- (i) The bidders are required to give presentation before the authorized committee on scheduled date and time mentioned under Section B.2 (Important Dates).
- (j) The bidder should not have been blacklisted by Govt., Semi Govt. Department or any other organization and bidder should not have any litigation in any of the Labour Court (s). An affidavit to this effect on Non-Judicial stamp paper of

Rs. 10/- (Rupees ten only) duly notarized be enclosed with the Technical Bid. Also to note that the applicant is/has not formed/ part of any cartel at any time for processing any contract including the present tender.

- (k) The Agency should be able to provide at least 12.5% Ex-Servicemen security guard.

AGENCIES NOT MEETING ABOVE ELIGIBILITY CONDITIONS NEED NOT APPLY.

A.2. Details of the BID Documents:

- A.2.1 All the tender documents and the original copy of these tender documents properly numbered, indexed and properly binded, along with Earnest Money Deposit (EMD) of Rs.75,000/- (Rupees seventy five thousand only) payable in the form of Demand Draft/Bankers Cheque duly pledged in favour of **College of Engineering & Management, Kolaghat** should be submitted to **Director, College Of Engineering & Management, Kolaghat ,KTPP Township, Dist. Purba Medinipur, Pin 721171.**
- A.2.2 The validity of the tender shall be 60 (Sixty) days from the date of opening of BID.

B. INSTRUCTIONS TO BIDDER

B.1 Submission of BID:

- B.1.1 The BID in original duly signed and original copy to be submitted physically to **College of Engineering & Management, Kolaghat.**
- B.1.2 Bidder is advised to submit the BID strictly in accordance with the terms & conditions and specifications contained in the BID documents and not to stipulate any deviation or condition. College reserves the right to reject any BID containing deviations to the terms & conditions and requirements stipulated in the BID document.
- B1.3 In the Financial Bid, the Bidders must quote the rates (excluding GST) in figures as well as in words. If there is any discrepancy between the price quoted in figures and words, whichever is the higher of the two shall be taken as the BID price.
- B1.4 BID shall be submitted in two parts: **Part I - Technical Bid** and **Part II - Financial Bid.**
Part-I should be separately sealed and inscribed with the words "Part I: **Technical BID**" and "Part II": **Financial BID**", should only be submitted to **College of Engineering & Management, Kolaghat.**
- a. The BID must contain the name, address and contact details of business of the person or persons submitting the BID and must be **signed and sealed by the Bidder with his/her signature on every page of the BID.**
- b. BID by a partnership firm must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized

partners or other authorized representatives. The copy of partnership deed/agreement should also be furnished.

- c. The Bidder's name stated in the BID shall be exact legal name of the Farm/company/ corporation etc. as registered or incorporated.

All changes/alterations/corrections in the BID shall be signed with date in full by the person or persons signing the bid. **No erasing and/or overwriting is allowed.**

- B.2 Transfer of BID submitted by one Bidder to another is not permissible. No alteration in the essence of BID, once submitted shall be permissible. In case the Bidder modifies/withdraws during the period of validity, his EMD shall be forfeited.

PART – I: Technical BID shall contain the following:

- a. Separate cost of BID Tender Document/documentation fees of (Rs.1000/-) in the form of Bank Draft.
- b. Earnest Money Deposit (EMD) as per **F-1**
- c. BID Form **F-2** along with the Bidding document duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions.
- d. Bidder's General Information **F-3** along with the documentary proof.
- e. Bidder's Eligibility Criteria **F-4** along with the documentary proof.
- f. No Deviation Confirmation as per **F-5**.
- g. Details of providing Security Staff services rendered in the past with documentary proof.
- h. Company/Agency profile.
- i. Documents related to Trade License and ITR, PAN, Professional Tax Registration, GST, EPF & ESI Registrations etc.
- j. Audited financial statement for last the three years (2016-17, 2017-18, 2017-18).

PART – II: Financial BID shall be submitted as per schedule-1 of rates enclosed.

IMPORTANT DATES

1	Availability of tender documents	The document shall be available On http://cemkolaghat.org
2	Date of online publication:	20/07/2019
3	Document Download start date:	20/07/2019
4	Bid submission start and end date :	23/07/2019 to 03/08/2019 upto 12.00 Noon
5	Date of opening of Technical bid :	03/08/2019 at 02:30 PM
6	Date & time of presentation	03/08/2019, 03:30 PM

The bids shall be opened as per schedule mentioned above at the TPO's Conference Room, **College of Engineering & Management, Kolaghat** by the authorized officer/committee. The Bidders may remain present at the time of opening of bids.

B.3. **Earnest Money Deposit (EMD):**

Each BID must accompany EMD in the form of Demand Draft/ Bankers Cheque duly pledged of Rs. 75,000/- (Rupees Seventy Five thousand only) issued by a Nationalized/Scheduled Bank in favour of **College of Engineering & Management, Kolaghat** payable at Mecheda, WB shall be submitted with the **Part I- Technical BID. The bid submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.**

The EMD of un-successful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD.

The EMD of successful Bidder will be discharged upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security.

B.4. **Validity of BID:**

Bid submitted by Bidder shall remain valid for acceptance for a period of 60 (ninety) days from the date of opening of the BID. Bidders shall not be entitled during the said sixty days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to the College. However, revision in Govt. of WB Minimum Wages as per government notification will be considered with its pro-rata effect.

B.5. **Right of College to accept or reject the BIDs:**

The College reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

B.6. **Selection Criteria**

B.6.1 A committee constituted by the College will examine the entire proposal on the basis of

- a) Credentials of the agency and the key personnel.
- b) Past experience in similar business
- c) Methodology to be applied for security services.
- d) The quality of the services
- e) All other criteria/parameters mentioned in this tender document.

B.6.2 The Contractor will be shortlisted on the basis of sound knowledge and proven experience in the relevant field. It is the responsibility of the Bidder to convince the College Committee that the premises in the campus are in the safe hands and will be properly looked after.

B.6.3 The Financial bids of the Bidders who qualified in the technical evaluation stage shall only be evaluated for final award of work.

- B.7 It should be noted that the selection will be based on combination of quality and cost and not on the cost alone
- B.8 **Signing of the Contract:**

The successful Bidder shall be required to execute the **Contract Agreement** accepting all terms and conditions stipulated herein on a non-judicial stamp paper worth Rs. 100/- (Rupees One Hundred only) within fifteen days from the issue of the **Letter of Acceptance of BID**. In the event of failure on the part of the successful Bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

B.9 **FORMS AND FORMATS FOR SUBMISSION OF BID****PART-I****F-1****DETAILS OF EARNEST MONEY DEPOSIT**

(To be put in a separate sealed envelope marked Earnest Money)

Name of the Bank	:	
Demand Draft/ Bankers Cheque	:	
Dated	:	
Amount	:	

Date:-

**Signature of the Bidder or
His /Her authorized signatory
With Seal of the Agency**

F-2
BID Form

To

The Director
College Of Engineering & Management, Kolaghat ,
KTPP Township,
Dist. Purba Medinipur, Pin 721171.

Subject: BID for providing Security Services (17+1=18 Nos.): Security Guards and Security Supervisor.

- 1) Having carefully examined all the BID Documents attached to your invitation to BID ref No., we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Rs. 75,000/- as Earnest Money Deposit in the form of Demand Draft/Bankers Cheque No. _____ dated _____ issued by _____ in favour of **College Of Engineering & Management, Kolaghat .**
- 3) We certify that we have carefully read each and every condition and the scope of work given in the BID document and having understood the same we confirm our acceptance in it without any condition or deviation.
- 4) We agree to keep the BID valid for 60 (Sixty) days from the date of opening of the BID and the period shall remain binding.
- 5) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between College and us.
- 6) We hereby submit our offer and enclose "Part II- Financial Bid" **Schedule-I**

Witnesses:

For and on behalf of:

------(Signature)

(Signature and Seal)

Name -----

Address in full -----

F-3**BIDDER'S GENERAL INFORMATION**

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency : _____

2. Number of Years in Operation : _____

3. Registered address : _____

4. Operational Address if different from above: _____

5. Telephone No. (Landline) : _____

6. Telefax No. : _____

7. Mobile No. : _____

8. Email Address : _____

9. Name & Address of Branch, if any: _____

Type of Organization (whether public limited/ private limited/ partnership/ sole proprietorship) as per attached proof:

10. Name of Proprietor/ Partners/Directors of the Organization/Firm:

11. ISO Certification, if any {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)

**College Of Engineering & Management, Kolaghat ,
KTPP Township, Dist. Purba Medinipur, Pin 721171.
FORM- 4**

Details to be filled by the Agency applying for tender for Security Contract at College Of Engineering & Management, Kolaghat (each response/ document must be given with proper reference in the following tender document).

1.	Name of the Agency (full address with tel. No.)		Proof at page ----
2.	Registration No. of the Agency under State/ Central Govt. (Attach Copy)		p. -----
3.	(a) List of the clients wherein security staff of 50 or more per shifts (8hrs) is provided in one location/ campus. (Attach Copies). (b) Experience of Working in Educational Colleges specially handling Student related activities viz. Hostels, Student Functions/ Festivals (Attach Copies)		p. -----
4.	(a) ESI No. (b) EPF No. (c) Service Tax No. (d) Income Tax No. (Attach copies)		p. -----
5.	(a) Total Annual Turnover. (The Agency should have an annual turnover of minimum Rs. 1 Crores (Rupees one crores) at least for the last three years.) (Please attach copies of Balance Sheets dulycertified by Chartered Accountant) (b) CTC of IT Clearance of last three Assessment Years (c) Details of Bankers and a certificate from the Bank for providing bank guarantee of minimum value of Rs. 3,00,000/- (Rupees three Lakh only)		p. -----
6.	Experience in security business for at least five years. (Attach Copies)		p. -----

7.	(a) Details of infrastructure in terms of electronic/ non-electric gadgets/Metal detector/Vehicle checking machine etc. available with the company.		p. -----
10.	(a) Details of ISO Certificate or any other certificates (Attach Copies) (b) Membership of any Professional Security Association. (Attach Copies)		p. -----
11.	Details of any tie-ups (Copies attached)		p. -----
<p>Note: If any information given in the technical bid is found false at any stage of assessment, the entire earnest money will be forfeited to College of Engineering & Management, Kolaghat and the bid will be rejected. In such a case, College of Engineering & Management, Kolaghat reserved the right to blacklist the tenderer.</p>			

**Signature of the
Bidder or His/ Her
Authorized signatory
With Seal of the Agency**

Format for information to be provided on:

DETAILS OF STAFF DEPLOYED

S. No.	Name of the Client with address	Period from	to	No. of EX-SM Supervisors.	No. of Civilian Guards	Nos of Guards per Shift.	Remarks

Signatures of the Authorized Signatory

Format for details of Experience

S. No	Name of Educational College with Location	Since When/From	To	No. of Guards/shift	No. of Supervisor/ Shift

Signatures of the Authorized Signatory

F-5

NO DEVIATION CONFIRMATION

To

The Director
College of Engineering & Management, Kolaghat

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

LETTER OF AUTHORITY

PROFORMA LETTER OF AUTHORITY FOR ATTENDING PRESENTATION, TECHNICAL & FINANCIAL BID OPENING AND OTHER COMMUNICATION / CORRESPONDENCE RELATING TO BID.

No. -----

Date:

To

The Director,
College of Engineering & Management, Kolaghat

Dear Sir,

I/We _____ hereby authorize following representative(s) to attend Technical/Financial BID opening and for any presentation /other correspondence and communication against Bidding Document:

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letter head of the bidder and should be signed by a competent authority.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

The Director
College of Engineering & Management, Kolaghat

Dear Sir(s),

M/s _____ have been awarded the work of _____ for College of Engineering & Management, Kolaghat.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees.....only) as full Contract Performance Guarantee in the form mentioned therein. The form of payment of Contract Performance Guarantee includes guarantee executed by an Indian Bank, undertaking full responsibility to indemnify College of Engineering & Management, Kolaghat, in case of default.

The said _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as mentioned hereinafter.

1. I/We _____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to College of Engineering & Management, Kolaghat, I/we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rs. ___ (_____ only) or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to me/us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers _____ or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from me/us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. ___ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.
5. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest as applicable shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of District Courts.
6. I/We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank.
2. The bank guarantee by bidders will be given from bank as specified in Instructions to Bidders.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a bank guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant confirming its net worth is more than Rs. _____ (Rupees _____) or its equivalent in foreign currency along with documentary evidence.

College of Engineering & Management, Kolaghat
PART II- FINANCIAL BID

SCHEDULE-I

QUOTED RATE SHOULD ON THE BASIS OF PRESCRIBED RATE IN LETTER No. 150/Stat/2RW/76/266/ 2000/LCS/JLC Dt:29.05.2019 (Notification No. 457-MW/2W-14-2010 dt. 22.9.2011)

RATE STRUCTURE W.E.F.01 Jul '19 TO 30 JUNE'20		
PARTICULARS	CSG (CIVILIAN SECURITY GUARDS) 8hrs shift rate per month (INR)	ESM (EX-SERVICEMAN) SUPERVISOR 8hrs shift rate per month (INR)
BASIC (MINIMUM WAGES - GOVT. OF W.B)		
EPF @13.15%		
BONUS @ 8.33%		
SPECIAL ALLOWANCE		
TOTAL		
RATE OF SERVICE CHARGE ON BASIC (in %)		
NET BILLING		
DEDUCTION		
EPF @ 12%		
P.TAX		
TOTAL DEDUCTION		

1. The wages and other dues specified above are fixed and no other allowances are permissible.
2. The statutory dues over and above the specified, if any, shall be reimbursed by the College on production of documentary proof.

Note: - Minimum wages as per latest notification issued by office of Labour Commissioner (L), Government of West Bengal.

Dated:

Signature of the Contractor or
His authorized signatory with Seal of the Agency

SCOPE OF WORK

- C.1 The Agency shall provide Security to the College as well as residents at **College of Engineering & Management, Kolaghat**, by deploying fail safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the agency are enumerated with important but non exhaustive list as below:-
- (a) Protection of property and personnel (faculty, officers staff, students, official visitors and residents) of the College against willful harm; the College meaning all Gates, Academic Areas, Activities Area, Hostels, Guest House, Play Grounds, Residential Houses, Community Centers, Commercial Centers , Electronic surveillance, Biometric system within the boundary of the **College of Engineering & Management, Kolaghat**.
 - (b) Protection of cash and documents, static or in transit or due to burglary (where loss is due to entry after breaking any entry lock/ door/ window/ grill).
 - (c) Regulate access control at gates, prevent misuse of **College of Engineering & Management, Kolaghat** Grounds and facilities by outsiders, neighboring villages, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the college campus, and prevent vandalism, breaking of twigs/ trees throwing of garbage/ littering and ensuring cleanliness. Ensure proper & timely reporting of violation to supervisors/authorized representative.
 - (d) Prevent loss that is on account of lapse in “access control measures” at Gates of the College.
 - (e) Undertake firefighting operations with provided equipment.
 - (f) Regulate parking of vehicles in designated areas of the College and also regulate traffic movement at the entry/ exit gates within the campus and ensure traffic rules are followed.
 - (g) Adhere to the Standard Operating Procedures (SOPs) given by the Registrar or his nominee which may be modified from time to time by the Registrar or his nominee.
 - (h) The Agency should be able to provide extra security guards or to withdraw any guard at a day’s notice.

- (i) Prevent defacing / damage to College property buildings etc. (prevent Graffiti/ poster pasting etc.).
- (j) Prevent entry of animals into the campus and chasing of dogs and monkeys from Academic, Residential Areas and Hostels, and ensure animal/dog/cattle free campus.
- (k) Switch off security lights when not in use and report leakage of water taps etc.
- (l) Carry out any other job assigned by the Director or his nominee in the interest of Security of the College.
- (m) Assisting College Administration in monitoring through CCTV surveillance system.**

C.2 ADDITIONAL SCOPE OF WORK

The additional scope of work is as under:-

- (a) Protection of property and personnel of the College in transit when so specified.
- (b) Provide extra security as and when required viz. student's festivals, VVIP/ VIP visits, social & religious functions inside the **College of Engineering & Management, Kolaghat** Campus.
- (c) Conduct security audits/ surveys / investigations/ consultants as per requirements free of cost.

College of Engineering & Management, Kolaghat

TERMS AND CONDITIONS

- D.1 **“SCHEDULE OF SERVICE”** is as per **Scope of Work**.
- D.2 The Agency shall be responsible for all/any injuries and accidents to persons employed by it.
- D.3 The agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other faculty /staff/student of the College, it shall terminate the services of such employees on the recommendations of the Authorized Officer or any other Officer designated by the Director, **College of Engineering & Management, Kolaghat** . The Agency shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of the College.
- D.4 The Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of responsibility given to it by the College and shall not knowingly lend to any person or Agency of the effects or assets of the College under its control.
- (a) In the event of any loss being caused to the College on account of negligence/dereliction of duties by the Agency or Agency's employee that shall be established after a joint inquiry comprising of the representatives of the College and the Agency, the College should get the same compensated from the Agency.
- (b) The Agency will not be held responsible for the damages caused to the property of the College due to natural calamities like lightening, earth quake, floods etc.
- D.5 The Agency shall not appoint any other Agency or third party to carry out any obligation/task/function, under the contract.

- D.6 The Agency shall take day to day instructions from the Authorized Officer or his Deputy in his absence, of the College.
- D.7 If the Agency fails to implement the assigned jobs or parts of the Standard Operating Procedures to the satisfaction of the Director of the College or any officer nominated by him on any day in any part of the areas assigned, the Agency shall be penalized by imposing a fine in addition to the claim of the College as mentioned above in 4. The amount of penalty will be deducted from the monthly bills.
- D.8 None of the employees of the Agency shall enter into any kind of private work at any location of the College during working hours or otherwise, failing which penalty as stipulated in (7) of the above terms and conditions shall be imposed. The employees should not be put in different shifts at other locations & they should not be employed by other Agencies to do so also.
- D.9 **Physical Standards and Qualifications:** the employees of the Agency shall be of Good character and sound health.

a. **Security Supervisor Ex-Servicemen(only from Army, Navy or Air Force):**

- | | | | |
|-----|---------------------------|---|---|
| i | Age | : | Below 58 years. |
| ii | Character | : | Exemplary |
| iii | Education Qualifications: | | H.S (10+2).
Should be able to read & write Bengali, Hindi & English. |
| iv | Physical Standards | : | Height 160 cm minimum.
(Except hill tribes). Physically fit. |

b. **Security Guards Civilians:**

- | | | | |
|-----|---------------------------|---|--|
| i | Age | : | Not less than 20 years & not more than 55 years. |
| ii | Character | : | Good |
| iii | Education Qualifications: | | Matric(secondary). Should be able to read and write English & Bengali. |
| iv | Physical Standards | | a) Height, 160 cms., Weight according to standard table of height and weight, Chest 80 cms. with an expansion of 4 cms.(a person belonging to the Gorkhas or Nepales or Sikkimese is eligible for relaxation of height by 5 cms). |

- (b) eye sight: Far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from colour blindness,
- (c) free from knock knee and flat feet .
- (d) hearing: free from defect; shall be able to hear and respond to the spoken voice and the alarms generated by security equipments,
- (e) the candidate shall have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.

The College will have liberty to increase/decrease the total number of Guards by giving at least one week's notice to the Agency. It would be desirable that the Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/Motor Cycle riding.

All Guards & Supervisors should have working knowledge of Bengali, English & Hindi.

After the work is awarded, the Agency is required to provide the details of the staff, proposed to be deployed viz. their name, fathers name, DOB, residential address, telephone number, recent passport size photograph, self attested copy of photo ID (like PAN/ AADHAR card/Driving license/passport/Voter ID where date of birth is clearly mentioned), in the form of a data base in both hard & soft form.

The security staff provided for deployment will be assessed by the College/ concerned authority before the final deployment.

- D.10 In the event of revision of rates by the State Government at any time, the same rates will accordingly be revised on pro rata. The 'Onus' for producing the copy of notification of Government of WB, will be of the Agency.
- D.11 Agency shall abide by all laws of the land including, Labour Laws (ESI, EPF, BONUS, Income Tax, professional or any other extra Taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the College in any way what-so-ever.
- D.12 The manpower proposed to be deployed by the Agency shall be subject to screening by the College, to ascertain their suitability and skills. Before deploying a person in the College the Agency shall furnish complete particulars and obtain written approval of the designated officer of the College on a Performa to be collected from Authorized Officer, College of Engineering & Management, Kolaghat.
- D.13 College reserves the right to ask and require the Agency to remove any person deployed by the Agency, without assigning any reason/notice.
- D.14 The Agency shall supply trained manpower. The Agency shall also

undertake at its own expense in consultation with the College, a continual updating of skills and processes and procedure to be followed by the Security Staff provided to the College by organizing suitable training schedules for them. The Agency shall also provide a tentative schedule/plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Agency. The College agrees to provide Space/Lecture Hall for such a training programme. The manpower supplied by the Agency shall also be trained on the existing Fire Detection and Alarm System and Fire Fighting Systems installed in the College. In case of an outbreak of fire they should be able to undertake Fire Fighting Operations. The staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Agency's arrangements and expense.

- D.15 In case the jobs performed are not found to be satisfactory, the contract shall be terminated even before the period of contract by giving notice of one month to this effect. The College may terminate this agreement by giving one month's notice in writing to the Agency, at any time during the contract, without assigning any reason. The Agency may also terminate this agreement by giving one month's notice in writing to the College, without assigning any cause. A record of every lapse small or big will be maintained by College Security In-charge and a weekly meeting of the representative of the Agency with College Security In-charge will be held and minutes of the same recorded for compliance.
- D.16 The Agency shall in no case pay its employees less than the minimum mandatory rates as specified by Government of WB per month plus allowances. **The payment should be made within first seven days of the month by Cheque or e-transfer and a record of that should be kept in a register which may be examined by the College at any time.** In case the Agency fails to make timely payment to its employees or any employee of the Agency reports to the College regarding non-payment of dues, the College on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency. In case of EPF, the Agency shall produce original challans/receipts along with the scroll of the employees, whose EPF stands deposited by the Agency to the DR (F&A) of the College for verification & reimbursement.
- D.17 **The Agency shall supply uniforms (all weather) with name plates to the persons engaged by it. The College shall not allow any employee including Supervisor of the Agency to work inside the College without uniform except in cases wherein specifically asked for.** The uniform should be in good condition and not torn/worn out/faded. The Agency shall get the identity card of each employee countersigned by the Security In-charge of the College. In case the services of any employee are terminated, his/her Identity Card shall be handed over to the Security In-charge of the College for destruction. The Agency has to provide standard accessories required by security personal deputed at sensitive locations during night or VVIP duty or rainy season such as umbrella, sticks, lights/torches, fluorescent stickers, whistles etc.

- D.18 The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. Present shift timing are 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM. The authority to change the shift timing rest with the College depending on requirement and urgency of situations as and when occur. No Security Guard/Supervisor will be allowed to perform duty beyond Eight hours shift or double duty on continuous basis unless authorized by the Security In-charge of the College.
- D.19 The Agency shall have proper standard and procedures of recruitment and training. The agency will provide a copy of Training Manual for inspection to the College Authorities.
- D.20 The Agency shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the Authorized Officer. The Agency should supply Guard Check Books to all guards post wise at its own cost. All such records shall be subject to scrutiny by the College.

The Agency will maintain the proper records of entry & exit of visitors, vehicles, vendors and contractors in standard format/ register at entry gates at their own cost.

- D.21 That no right, much less a legal right shall vest in the Agency's workers/employees to claim/have employment or otherwise seek absorption in the College nor the Agency's workers/employees, shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the College. The workers will remain the employees of the Agency at all times and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing on work at the College; such a stipulation shall also be mentioned in the appointment letter, or any similar document which may be issued to workers/employees of the Agency.
- D.22 The Agency shall not be allowed to change its name and style after the award of the contract.
- D.23 **Contract Performance Security:** The CONTRACTOR shall furnish to the Principle Employer, within 30 days from the date of notification of award, a security of Rs.3, 00,000/- (Rupees Three lakh only) in the form of Bank Guarantee (as per Performa enclosed) as Contract Performance Security with the Principle EMPLOYER which will be refunded only after the expiry of the contract period.
- D.24 **Termination:** Notwithstanding anything contained hereinbefore to the contrary, the College shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing.

Similarly, if the contractor wants to rescind the contract, he/she is required to give at least 60 days' notice for withdrawal of services and will not rescind the work till alternative arrangement is made by College, failing

which performance security is liable to be forfeited.

- D.25 **PENALTY:** In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the College shall make alternative arrangement to do it and the difference of cost incurred by the College thereby shall be recovered from the Contractor's unpaid bills and Contract Performance Security.

If the contractor fails to release the wages for the preceding month on or before 7th of every month then a penalty @ Rs. 500/- per day for a week and Rs. 1000/- per day thereafter will be imposed.

- D.26 **REVISION OF RATE:** Effect of revision of WB Govt. Minimum Wage with its pro rate effect as per revised circular of Office of the Labour Commissioner, Govt. of WB from time to time will be considered subject to submission of application along with notification by the agency.

- D.27 **TAXES, DUTIES AND LEVIES:** All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor and depositing of the same and other levies with the Govt. shall be the sole responsibility of agency concerned.

- D.28 **PERIOD OF CONTRACT:** The contract shall be initially for a period of 01 (One) year which may be renewed annually on the basis of satisfactory performance for a maximum period of two years.

D.29 **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

1. If and whenever any of the Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not be again employed in connection with the works without the written permission of the competent authority.
2. The Contractor shall be responsible for proper behavior of all the staff, employed directly or indirectly by him. The Contractors' personnel employed at , **College of Engineering & Management, Kolaghat** shall not participate in any activity prejudicial to the interest of , **College of Engineering & Management, Kolaghat**/Govt. of India/any State/or any Union Territory.
3. All Contractors' personnel entering upon the College premises shall be properly identified by uniforms name plate badges of a type acceptable to the College which must be worn by them at all times during duty hours.
4. The contractor will be required to submit a copy of nominal roll post three months of the deployment.
5. In case of law and order problem created by any worker, then the

contractor shall take a necessary action to avoid any disturbance in the College.

D.33. PAYMENT OF CONTRACTOR'S BILL:

1. The payment of wages for the month shall be released by the contractor latest by 7th of every month and thereafter, the monthly bill shall be submitted to the Management of the College. 100% of the total invoice value or admissible amount will be released by the first party before 5th day of following month provided the invoice/bill is accompanied by the proof of the following:-
 - i. Certified Attendance Sheet of month for which payment is claimed.
 - ii. Wages statement & EPF statement showing individuals deductions under different mandatory heads for the month of payment.
 - iii. Certified copy of the bank scroll showing disbursement of wages in individual accounts.
 - iv. Challans for depositing Provident Fund etc. of the previous month
2. All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule.

D.34 ACCIDENT OR INJURY TO WORKMEN: The College shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract.

The Contractor shall indemnify and keep indemnified the College against all such damage and compensation whatsoever in respect or in relation thereto.

D.35 DAMAGE TO PROPERTY: The Contractor shall be responsible for making good to the satisfaction of the Officer in charge/Estate Officer any loss or any damage to all structures and properties within the College premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or he shall make good the loss as assessed by the AR(ECS).

D.36 ARBITRATION: Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the College at the time of dispute.

D.37 JURISDICTION:

The contract shall be governed by and construed according to the law in force in India. Only the Courts at Tamluk) will have the jurisdiction to hear and decide the actions and proceedings arising out of the contract.

D.38 GENERAL RULES: Smoking and consumption of alcohol within the campus is strictly prohibited. Violators of this rule shall be prosecuted as per law and the contractor has to remove such culprit immediately.

- D.39 **SITE FAMILIARISATION:** Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents.
- D.40 **LAST PAYMENT:** The last payment of the Agency will be cleared only after ascertaining clearance of all liabilities pending with the Agency.

ACCEPTANCE CERTIFICATE

I.....(Designation).....of (name of the Agency).....have read and understood and hereby accept the above mentioned Terms & Conditions (Para.....to.....along with all the Appendices) for the Security Contract of **College of Engineering & Management, Kolaghat.**

Signatures of Authorized Signatory

Date:
Seal/Stamp
Place:

Agency

Counter Signatures of the Director,
College of Engineering & Management, Kolaghat.

CHECK LIST FOR SUBMISSION OF TENDER**(Mark ✓ In Appropriate Box as Applicable)**

1.	Confirm original tender signed on each page & included in the offer.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2.	Confirm the agency has maintained separate rate template for Ex-servicemen & Civilians in light of the WB state Govt. wages in "Priced Part". The price bid should mention rate, both in figure as well as in words and the amount corresponding to each rate is to be mentioned. The price bid should mention the percentage above/below or at par rate both in figure as well as in words.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.	Confirm EMD is submitted with Part – I (Technical & Unpriced Commercial Part) of offer.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Details of EMD – Value Rs. _____ Demand Draft/ Pay Order No. _____ Banker Name _____ Date of D.D./ P.O. _____				
4.	Confirm latest Assessment order/ IT return enclosed.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5.	Confirm details of Service Tax Registration Furnished.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Service Tax Registration No. _____ Place of Registration _____				
6.	Confirm submission of eligibility requirement - Work orders with completion certificate (executed in any of last 3 financial years) of similar nature Furnished.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7.	Confirm submission of eligibility requirement - copy of Audited Balance Sheets and Profit & Loss accounts of last 3 financial years furnished.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8.	Copy of Permanent Account Number (PAN) furnished.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9.	PF and ESI registration certificates furnished.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10.	Power of Attorney/ Proof of Proprietorship furnished.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11.	Partnership Deed / Article of Association furnished.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>