

**INVITATION TO LIMITED TENDER AND INSTRUCTIONS TO BIDDERS EMPANELLED WITH & SPONSORED BY THE DIRECTOR GENERAL OF RESETTLEMENT (DGR) FOR PROVIDING SECURITY SERVICES TO NITTTR, KOLKATA PROPERTY & PERSONNEL.**

<b>Time Schedule for Tender</b>	
Date of uploading of NIT	<b>18-12-2024</b>
Bid Submission Starts	<b>19-12-2024 (11:00 AM)</b>
Bid Submission ends	<b>30-12-2024 (04:00PM)</b>
Date of Opening of Technical Bid	<b>31-12-2024 (11:00AM)</b>
Date of Technical Bid evaluation	<b>To be intimated subsequently.</b>
Date of opening of Financial Bid	<b>To be intimated subsequently.</b>

**NOTE:** If the date fixed for opening of the Bids is subsequently declared as a holiday, the Bids will be opened on the next working day following the holiday but there will be no change in time for opening, as indicated above

**IMPORTANT NOTE:**

1. The Tender document and other detailed terms & conditions can be downloaded at CPP Portal (<https://eprocure.gov.in/epublish/app> ). Besides, Tender document can also be seen at NITTTR, Kolkata website ([www.nitttrkol.ac.in](http://www.nitttrkol.ac.in) ).
2. Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/epublish/app> . Submit the duly filled in tender document along with all supporting documents in two parts in Administration, NITTTR, Kolkata, Block-FC, Sector-III, Salt lake City, Kolkata, West Bengal - 700106.
3. The offer shall remain open for acceptance up to 120 days of opening of Price Bid. Director, NITTTR, Kolkata, West Bengal, PIN-700106 may at his discretion, extend this date by a month and such extension shall be binding on the Bidder.
4. Director, NITTTR, Kolkata reserves the right to reject any or all the Bids without assigning any reason.

**DISCLAIMER:**

- 1) The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the NITTTR, KOLKATA or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NITTTR, KOLKATA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 2) This Tender document is not an agreement. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their

Proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the NITTTR, KOLKATA in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the NITTTR, KOLKATA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

- 3) The NITTTR, KOLKATA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.
- 4) NITTTR, KOLKATA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.
- 5) NITTTR, KOLKATA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.
- 6) The issue of this Tender document does not imply that the NITTTR, KOLKATA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the NITTTR, KOLKATA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- 7) The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NITTTR, KOLKATA, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the NITTTR, KOLKATA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Director, NITTTR, Kolkata

## NOTICE INVITING TENDER

Engagement of Security Agencies for providing 12 Security Guards (03 - Armed, 09 - Unarmed,) at NITTTR, Kolkata through DGR sponsored Agencies.

**From:**

**Director, NITTTR, Kolkata**

**Block-FC, Sector-III, Salt Lake City, Kolkata - 700106**

**To:**

<b>1</b>	M/s 9252 Aniruddha Sen Security Agency House No. - 1/70/104, Banbania ( Milan Sangha), Ward No. -1, PO- Habra, PS- Ashokenagar, North 24 Parganas, West Bengal, 743263, Mob No: 7003886967, Email Id: asenmsen123@yahoo.com	<b>2</b>	M/s 9058 Mohammand Sabiur Rahman Security Agency, Office- South West Room, Flat 142, Jal Vayu Residency, 337 Motilal Gupta Road, Behela, PO- Sankher Bazar, PS- Haridevpur, Kolkata, West Bengal-700008, Mob No: 996308229, Email Id: msrsa1966@gmail.com
<b>3</b>	M/s 8638 Raja Dutta Security Agency, Office at - 74, Ishan Mitra Lane, PO- Rajpur, PS- Sonarpur, West Bengal-700149 Mob No: 886077881 Email Id: rd3468@gmail.com	<b>4</b>	M/s 8958 Neelotpal Mukherjee Security Agency Office at – 6A/118, Mukundupur, PS- Purba Jadavpur, Kolkata-700099 Mob No: 9434059115 Email Id: nmsecureagency@gmail.com

Dear Sir(s),

1. For and on behalf of the NITTTR, Kolkata, The Director, NITTTR, Kolkata, invites tenders under two bid system from DGR Sponsored agencies i.e. empaneled with and sponsored by the Director General of Resettlement (DGR) and having expertise in providing security services to Central Govt., State Govt., PSU and large Pvt. Companies, for providing Security at NITTTR, KOLKATA for a period of **02(Two)** years.
2. The Tender Document and other detailed terms & conditions are available in the NITTTR, Kolkata website [www.nitttrkol.ac.in](http://www.nitttrkol.ac.in) (for reference only) as well as at <https://eprocure.gov.in/epublish/app> (for reference and offline tendering).
3. Technical and financial bids will be opened in the Administration, of NITTTR, Kolkata in the presence of the intending bidders/their authorized representatives, who may wish to be present.
4. The prospective bidders are advised to refer to the websites for any modification to the tender Document and the bidder shall ensure that the tender Documents submitted by them shall contain such modifications, failing which the tenders are liable to be rejected.
5. The bidders are exempted to deposit tender Fee and EMD as per advisory issued from File no.2112/SA/ESI/Emp dated 14.09.15 and O.M. no. 28(3)/2012-D(Res-I) dated 09.07.12.
6. NITTTR, Kolkata reserves the right to reject any or all the tenders and / or cancel the Tender enquiry at any stage without assigning any reason.

Director, NITTTR, Kolkata

## TECHNICAL BID

### GENERAL INFORMATION TO BIDDERS

1. **PLACE OF OPERATION:** NITTTR, KOLKATA, Block-FC, Sector-III, Salt Lake City, Kolkata, West Bengal-700106.
- A. **BRIEF DESCRIPTION OF WORKS:** The Bidder shall provide Security services by providing approx. **12 (Unarmed -09, Armed-03)** Security Personnel at different places as mentioned above according to the requirement to be intimated to the Contractor in writing or otherwise by various authorized officer(s) of the Institute from time to time. The Security Agency/Contractor shall ensure safety of properties and personnel of the NITTTR, Kolkata offices/quarters ( Located in DN-61 Sector-V, Salt Lake City) by deploying Security Guards round the clock in three shifts of eight hours. The number of security personnel may vary as per requirement of NITTTR, Kolkata. The Bidder/Security Contractor must get themselves fully acquainted with size and location of NITTTR, Kolkata campuses before submission of Tender and rates quoted by them.
- B. **VOLUME OF WORK:** Subject as hereinafter mentioned the Institute do not guarantee any definite volume of work or and particular pattern of service at any time or through-out the period of Contract. The mere mention of any item of work in this Contract is not by itself confirm right on the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The Institute will also have the right to appoint one or more Contractor at any time viz. at the time of award of Contract and/or during the tenure of Contract for all or any or all the services mentioned hereunder and to divide the work as between such Contractor in any manner that the Institute may decide and no claim shall be made against the Institute by the Contractor by reason of such division of work.
- C. Bidder shall formulate and submit a security plan on the basis of the criteria indicated in as per the terms & conditions governing Contract.
- D. In case the rates are quoted in a manner other than as mentioned in Price Bid, the Tenders are liable to be rejected. The Bidders should not incorporate any condition in the Tender as Conditional Tenders will be summarily rejected.
2. The Contract, if any, which may eventuate from this Tender shall be governed by the terms and conditions of the Contract as contained in the invitation/& General information to the Bidders and given in this Tender Form and its Annexure and Appendices.
3. **ELIGIBILITY CRITERIA:**
  - a) Only the DGR empanelled and sponsored Security Agencies shall be considered for participating in the Tender.
  - b) The Bidder should possess signed copy of the Sponsorship Letter and submit copy of Sponsorship letter along with Technical Bid.
  - c) Bidder should have original of Empanelment Certificate (with photograph and signature of Proprietor/Directors).
  - d) Bidder should have PSARA License for Operation in the State of West Bengal and submit a copy with the Technical Bid.
  - e) The Bidder should have PAN of Income Tax and submit a copy with the Technical Bid.
  - f) The Bidder shall obtain GST Registration No., EPF, ESIC and License from the Labour Department of the concerned State within a period of one month from the date of award of contract.

#### **4. DISQUALIFICATION CONDITION:**

- a) Bidder who have been blacklisted or otherwise debarred by NITTTR, KOLKATA or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- b) Any Bidder, whose contract with the NITTTR, Kolkata, or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- c) Bidder whose Earnest Money Deposit and/or Security Deposit has been forfeited by NITTTR, Kolkata or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- d) If the proprietor /any of the partners of the Bidder Firm/any of the Director of the Bidder Company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Bidder will be ineligible.
- e) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the Tender disqualified.
- f) A Hindu Undivided Family (either as a Proprietor or partner of a firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or partner of a firm) shall be summarily rejected.

#### **5. INSTRUCTIONS FOR SUBMITTING TENDER:** The instructions to be followed for submitting the Tender are set out below:-

- a) The Bidders must furnish full, precise and accurate details in respect of information asked for in Appendix-I.
- b) Signing of Tender: Person or persons signing the Tender shall state in what capacity he is or they are signing the Tender e.g. as sole proprietor of a firm or a Secretary/Manager/Director, etc. of a limited company. In the case of registered partnership firm, the names of all the partners should be disclosed and Tender shall be signed by all the partners. The original or an attested copy of registered Partnership Deed should be furnished along with the Tender. In case of limited Company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the Company shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.
- c) *SUBMISSION OF BIDS*: Bidders are requested to note that they should necessarily submit their financial/Price bids in the format provided (Appendix II) and no other format is acceptable. Once the details have been completed, the bidder should submit their bids offline in Administration Section of NITTTR, Kolkata, Block-FC, Sector-III, Salt Lake City, Kolkata. – 700106.
- d) *ASSISTANCE TO BIDDERS*:
  - 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Director, NITTTR, Kolkata.
  - 2) *COPY OF DOCUMENTS REQUIRED TO BE SUBMITTED OFFLINE*: No document is to be submitted with the Price Bid. The documents are to be annexed with Technical Bid only. The intending Bidder should submit the following documents (in a sequence clearly indicating the name of documents) with Technical Bids duly signed by the Bidder/Authorized signatory.

Document-I	A copy of Empanelment Certificate of DGR.
Document-II:	A copy of Income Tax Returns filed for the last 3 Financial Years.
Document-III	A copies of Registered Partnership Deed/copy of Memorandum and Articles of Association/Bye-laws/Certificate of Registration, as the case may be.
Document-IV	A copy of Property details of the partners/firms/establishment.
Document-V	A copy of Name and addresses of all the partners / Directors / Proprietors as the case may be.
Document-VI	A copy of ESI/EPF registration No.
Document-VII	A copy of GST Registration number.
Document-VIII	A copy of PSARA License for operation in the state of West Bengal.
Document-IX	Copies of all other documents as mentioned in Tender Documents, its annexure, schedules.

**Note:** Copies of all credentials, documents & copies of certificate/information called for would be submitted as per tender. A copy of the tender form duly filled-in by the Bidder clearly, neatly and accurately shall be submitted by bidder. Any alteration, erasers or over-writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of Bidder, however, is permitted. The Bidder who qualified in the Technical Bid shall produce original of above documents or any other documents, before opening of the Price Bid.

#### 4. SUBMISSION OF TENDER:

a)	The Tender shall be submitted offline in two parts viz. Technical Bid and Price Bid.
b)	In Price Bid, bidders are requested to quote their rate in the format provided and submit the same.
c)	The Technical Bid shall include the following:
i)	Copy of the Tender Document along with all its Annexure & Appendices duly signed on each page by the Bidder.
ii)	Copy of list of Documents as per Appendix I and clause 7 (Document required to be attached with Tender).
d)	Tender which do not comply with these instructions or conditional Tenders shall be summarily rejected.
e)	It should be clearly understood by the Bidder that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the Tender.

5. **OPENING OF TENDERS:** The Technical bid will be opened offline in the Administration Section of NITTTR, Kolkata, Block-FC, Sector-III, Salt Lake City, Kolkata. – 700106 at the time and the date as indicated in the Tender Documents. The Bidders will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Technical Bid. Price Bid of only those Bidders shall be opened whose Technical Bid qualify,

at a time and place of which notice will be given. The Bidder Technically qualified will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Price Bids.

6. **CORRUPT PRACTICES:** Any bribe, commission or advantage offered or promised by or on behalf of the Bidder to any officer or official of the Institute shall (in addition to any criminal liability which the Bidder may incur) debar his tender from being considered. Canvassing on the part of or on behalf of the Bidder will also make his Tender liable to rejection.
7. NITTTR, Kolkata reserves the right to reject any or all the Tenders without assigning any reason. The successful Bidder will be intimated of the acceptance of his Tender by a letter/e-mail. In case of any clear indication of cartelization, the Institute shall reject the tender(s) and forfeit the CPG/Bank Guarantee.
8. If the information given by the Bidder in the Tender Documents and its Annexure and Appendices is found to be false / incorrect at any stage, Director, NITTTR, Kolkata shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that the Institute may have under the Contract & Law.
9. Director, NITTTR, Kolkata reserves the right to reject any or all the tenders without assigning any reason and does not bind him/her to accept the lowest or any tender.
10. **Performance Security :** Performance security at the rate **of 05% of the contract** value in the form of account payee demand draft, fixed deposit receipt from commercial bank or Bank guarantee from a commercial bank in favour of Director, NITTTR, Kolkata shall be submitted within 21 days after the notification of the award of contract. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the vendor, including warranty obligations.

**Forfeiture of Performance Security:** Performance security is to be forfeited and credited to the Institute Account in the event of a breach of contract by the vendor, in terms of the relevant contract.

**Refund of Performance security:** Performance security should be refunded to the vendor without any interest, whatsoever, after it duly performs and completes the contract in all respect and **beyond 60 days of completion** of all such obligations under the contract.

11. **The Tender Inviting Authority of NITTTR, Kolkata reserves the right to cancel the tender at any time without assigning any reasons whatsoever thereof. While rejecting/recalling tenders, the authority must record clear, logical reasons for any such action on the file.**
12. **Disclaimers and Rights of Procuring Entity:** The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to: a) Reject any or all of the Bids, or b) Cancel the tender process; or c) Abandon the procurement of the Services; or d) Issue another tender for identical or similar Services

Director, NITTTR, Kolkata

**TERMS & CONDITIONS GOVERNING CONTRACT FOR PROVIDING SECURITY  
SERVICES BY SUPPLYING SECURITY GUARDS FOR NITTTR, KOLKATA  
OFFICES/PROPERTIES.**

**I. DEFINITIONS:**

- a) The terms 'Contract' shall mean and include the invitation to tender incorporating also the General Information to Bidders, the tender, its annexure, appendices, acceptance of tender and such general and special conditions as may be added to it.
- b) The terms 'Institute' wherever occurs shall mean the 'National Institute of Technical Teachers' Training and Research Kolkata ( NITTTR Kolkata)'.
- c) The terms 'Director, NITTTR, Kolkata' shall mean the Director, NITTTR, Kolkata under whose administrative jurisdiction the Kolkata, West Bengal. The term Director, NITTTR, Kolkata, shall also include the other officers for the time being authorized to execute contract(s) on behalf of the NITTTR, Kolkata.
- d) The term 'Security Agency/Contractor' shall mean and include the person or persons, Registered Firm or Company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- e) The term 'Agency/Contractor Rates' shall mean the rate of payment accepted by the Director, NITTTR, Kolkata for and on behalf of the NITTTR, Kolkata.
- f) The term 'Office/Premises' shall mean the NITTTR, Kolkata, belonging to or in occupation of the Institute at any time and other offices/residential flats located in West Bengal.
- g) The term 'Security Guard' shall mean Security Guards/Armed Guards/Supervisors to be provided by the Agency/Contractor.
- h) The term "DGR Wages" shall mean the rates of wages promulgated by the DGR from time to time or Appropriate Govt.
- i) The term "Senior most Agency" shall mean the Seniority allotted by the DGR in Sponsorship Letter.

**II. PARTIES TO THE CONTRACT:**

- a) The parties to the Contract are Agency/Contractor and the NITTTR, Kolkata represented by the Director and / or any other person authorized and acting on his behalf.
- b) Notice or any other action to be taken on behalf of NITTTR, Kolkata may be issued/ accepted by the Director or any other officer so authorized and acting on his behalf.
- c) The Agency/Contractor shall not during the currency of the contract, make, without the prior approval of the Institute any change in the constitution of the firm. The Agency/Contractor shall notify, to the Institute the death/resignation of any of the partner(s)/ Director(s) immediately on the occurrence of such an event. On receipt of such notice the Institute shall have the right to terminate the contract at its discretion.



### **III. SUBLETTING:**

The Agency/Contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the Agency/Contractor contravening this condition the Institute is entitled to terminate the contract and to get the balance terms under the contract executed at the risk and cost of the Agency/Contractor and the Agency/Contractor shall be liable for all loss or damage which the Institute may sustain in consequence or arising out of such replacing of the contract without prejudice to any other right the Institute may have under the contract and law.

### **IV. RELATIONSHIP WITH THIRD PARTY:**

All transaction between the Agency/Contractor and the third party shall be carried out as between two principals without reference to the Institute in any event. The Agency/Contractor shall also undertake to make third party fully aware of the position aforesaid.

### **V. LIABILITY FOR PERSONNEL:**

(i) All persons employed by the Agency/Contractor shall be engaged by them/him as his/their own employees in all respects and all the responsibilities/obligations to fulfill/compliance of provisions of Contract Labour (R&A) Act 1970 or the Indian Factories Act or the Employees Compensation Act or Employees Provident Fund & Misc. Provision Act', and Minimum Wages Act and various other applicable statutory enactments shall be that of the Agency/Contractor.

(ii) The Agency is required to deploy police verified ESM security guards only. It may be ensured that police verification of all security guards is completed before deployment in NITTTR, KOLKATA.

(iii) The DGR sponsored Security Agencies are supposed to supply 100% Ex-servicemen. It should be ensured that 100% Ex-servicemen are engaged except where female security guards are required.

(iv) The Agency/Contractor shall indemnify the Institute against all the claims whatsoever in respect of his personnel under Employees Compensation Act or EPF&MP Act, ESI Act or any other statutory modifications thereof or otherwise for or in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not. The Agency/Contractor shall co-ordinate with ESI authorities to get the family treatment card for Security Guards, as applicable.

(v) Agency/Contractor shall also comply with all Rules and Regulations/Enactments made by the State Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.

(iv) The Contractor shall be liable for making contributions, in accordance with the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952, and the scheme framed there under and under Provisions of ESI Act, 1948 in respect of Security Guard employed by the contractor. The Contractor shall deposit the employee's share with the RPFC together with amount payable by the employer and then submit the complete record/documents/proof of having deposited the EPF (employee & employer's contribution) in NITTTR, KOLKATA along with monthly bill for its reimbursement. If on account of default of the Contractor, in making/depositing such payments or for any other reason the Institute makes such contribution on behalf of the Contractor, the NITTTR, KOLKATA shall be entitled to set off against the amount due to the Contractor, the contributions made by it on account of his default in making payments, or otherwise in respect of Security Guard employed by the Agency/Contractor.

(v) The Agency/Contractor shall maintain and submit following Records and Returns prescribed under the EPF Act 1952 and the Scheme framed there under to the Authority designated under the said Act and to the NITTTR, Kolkata, if required as per latest guidelines :-

Form-2: Nomination and Declaration Forms to be submitted for new entrants.  
Form-3: The Contribution Card for the currency period – Annually.  
Form-3A: Contribution Card for the currency period from 1stApril to 31stMarch- Annually  
Form 4: Contribution Card for Employees other than monthly paid Employees Annually  
Form 5: Return of Employees qualifying for the Membership.  
Form 5A: Return of Ownership to be sent to the Regional Commissioner.  
Form 6:Return of the Contribution Card and Annual Statement of Contribution.  
Form 6A: Consolidated Annual Contribution Statement.  
Form 10: Form of Maintenance of Accounts.  
Form 11: Balance Sheet  
Form 12A: Statement of Contribution – Monthly.

(vi) The Contractor is liable to disburse the Minimum wages to the personnel engaged for NITTTR, KOLKATA on the following month by 5th but not later than 7th. If the wages to the workers not paid by 10th of the following month, the Contract is liable to be terminated and Performance Guarantee Money will be forfeited, if Competent Authority so desires.

(vii) The Contractor will not tag any condition whatsoever, including payment of its bills, with the timely disbursement of wages to the personnel engaged for NITTTR, KOLKATA.

(viii) The contractor shall, within 7 days of the closure of every month, submit to the Principal Employer (Institute), a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Institute) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the R.P.F.Commissioner.

(ix) The Contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the Director, NITTTR, Kolkata or Officer authorized by him or acting on his behalf.

(x) If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and the Scheme framed there under and also to Director, NITTTR, Kolkata, NITTTR, Kolkata or an Officer acting on his behalf, NITTTR, KOLKATA will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.

a) The Agency/Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed by them. NITTTR, KOLKATA shall, in no way, be responsible for settlement of such issues whatsoever. NITTTR, KOLKATA shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Agency/Contractor in the course of their performing the function/duties or payment towards any compensation.

b) For all intents and purposes, the Agency/Contractor shall be the ‘Employer’ within the meaning of different Labour Legislation in respect of personnel so employed and deployed in the NITTTR, KOLKATA. The persons deployed by the Agency/Contractor in the NITTTR, KOLKATA shall not have claims of any Master and Servant relationship nor have any Principal and Agent relationship with or against NITTTR, KOLKATA.

c) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency/Contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the NITTTR, KOLKATA. Agency/Contractor should make this known to persons deployed by him.

d) The personnel deployed by the Agency/Contractor shall be the employees of the Contractor and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of NITTTR, KOLKATA during the Contract or after expiry of the Contract.

e) Any liability arising out of accident or death of any personnel while on duty shall be borne by the Agency/Contractor.

f) The Agency/Contractor shall during the period of contract pay not less than the minimum wages prescribed by the DGR to the guards engaged by him, throughout the term of the contract. Minimum wages shall mean the rates notified by appropriate authority and prevailing at the time of submission of tenders for the work and as amended from time to time. The Agency/Contractor shall also maintain such records and submit periodical returns regularly to the Director, NITTTR, KOLKATA, Kolkata or any officer authorized by NITTTR, KOLKATA. The Agency/Contractor shall also make available such returns/ records as may be prescribed and or demanded for inspection by RPFC and to the Director, NITTTR Kolkata/ any officers authorized by NITTTR, KOLKATA.

g) Agency/Contractor shall produce necessary records to prove that it had complied with the provisions of EPF & MP Act so that the CPG (Contract Performance Guarantee) may be refunded. The Agency/Contractor shall maintain necessary record and registers like wages book, wage slip, register of unpaid wages, register of fines and deductions etc. as prescribed under the different Acts.

(h) The Director, NITTTR, Kolkata reserves the right to withhold 20% of the amount from the monthly bills of the Agency/Contractor for any financial liability under the contract. The amount so deducted will only be refunded/ adjusted when Agency/Contractor produces proof for fulfilling statutory obligations as stipulated in different Labour Acts/Rules/Instructions/Circulars etc. applicable to the Contract.

**(i) FIRST AID FACILITIES:** The Agency/Contractor is liable to provide First Aid Facilities as provided in the Contract Labour (Regulation and Abolition) Act and the Rules framed there under or under any other applicable law.

(j) Bidder whose tender is accepted by the Institute shall immediately apply for license to the Licensing Authority concerned in terms of Section 12 of the Contract Labour (R&A) Rules-1971 before performing the assignment under the contract. The Agency/Contractor shall also obtain temporary license whenever required under relevant Rules in cases where he intends to employ more persons in number than that mentioned in the regular license for short durations not exceeding 15 days. The Agency/Contractor shall also renew the regular license at least two months before expiry of the regular license. The Agency/Contractor shall also get the temporary license renewed whenever necessary. If for any reason the application for a license is finally rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the Agency/Contractor and the decision of the Director, NITTTR, Kolkata in this behalf shall be final and binding on the Agency/Contractor. Agency/Contractor shall abide all the provisions of the Contract Labour (R&A), Act-1970 and the Rules framed there under. The Agency/Contractor shall be directly responsible for any liability arising against them. Any liability arising on NITTTR, KOLKATA out of the contract, NITTTR, KOLKATA is entitled to recover the same from the bills of Agency/Contractor.

(k) The Agency/Contractor, in compliance of the Contract Labour (R&A) Act and other applicable laws as amended from time to time, shall provide facilities such as first aid facilities, weekly-Off etc. Any expenses incurred by the Institute for providing the facility will be recovered from the Agency/Contractor.

## **VI. BRIBE, COMMISSION, GIFT ETC.**

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Agency/Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or Agent of the Institute, or any person on his or their behalf, for showing any favour or forbearing to show any disfavor to any person in relation to the Contract, shall make the Agency/Contractor liable for termination/debar, as the case may be, of this Contract or any other Contract with the Institute and the Agency/Contractor shall be liable to reimburse the Institute of any loss or damage resulting from such cancellation. Canvassing on the part or on behalf of the Bidder will also make his Tender liable for rejection.

## **VII. PERIOD OF CONTRACT:**

- (i) The contract shall remain in force for a period of Two year.
- (ii) The Director, NITTTR, Kolkata reserves right to terminate the contract at any time during the tenure of the contract without assigning any reason thereof by giving thirty days notice in writing to the Agency/Contractor at their last known place of residence/ business and the Agency/Contractor shall not be entitled to any compensation by reason of such termination. The action of the Director, NITTTR, Kolkata, under this clause shall be final, conclusive and binding on the Agency/Contractor and shall not be called in question.

## **VIII. PAYMENT**

(a) The contractor shall make payment to the Security Personnel employed by it as promulgated by the DGR or appropriate Govt. from time to time. The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments. All Statutory Payments will be made as per applicable rates and the contractor shall claim the same separately.

(b) The Payment will be made from the office of NITTTR Kolkata to the agency/contractor on submission of bills in triplicate, duly supported by Attendance Certificates issued by the designated officer (Security Division) and on production of proof of payment of EPF/Wages/ESI and other statutory payments in respect of the personnel deployed in NITTTR, KOLKATA. After disbursing payment of wages to the security personnel on or before 7th of the succeeding month, the contractor will raise the bill against DIRECTOR, NITTTR, KOLKATA for payment of monthly wages along with a copy of Wages Sheet, PF calculation sheet (duly filled challan along with the full details (ECR/Challan) as also the payment towards recovered amount of the member's contribution and ESIC Challans.

(c) The contractor shall make all the payments to the security personnel engaged by them through NEFT /cheque / ECS / electronic mode only.

(d) The NITTTR, KOLKATA shall not be liable for payment of any interest on any bill outstanding for payment.

(e) The total amount of wages shall be calculated on the basis of number of days for which a person has actually worked on the basis of DGR wages

(f) The Bidder/bidder, registered under GST shall ensure that the invoice to be raised with NITTTR, KOLKATA is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by NITTTR, KOLKATA. NITTTR, KOLKATA reserves the right to release payment of GST amount (if applicable) only post matching of the invoices in the GSTN System. This shall further be ensured by the Bidder/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

## **IX. LIABILITY OF AGENCY/CONTRACTOR FOR LOSSES SUFFERED BY INSTITUTE**

The Agency/Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Institute due to the Agency's/Contractor's negligence and un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Institute, or in particular to any property belonging to the Institute, due to any act, whether negligent or otherwise, of the Agency/Contractor or his employees. The decision of Director, NITTTR, Kolkata regarding such failure of the Agency/Contractor and their liability for the losses, etc. suffered by the Institute, and the quantification of such losses, shall be final and binding on the Agency/Contractor.

## **X. SUMMARY TERMINATION OF THE CONTRACT:**

(a) In the event of the Agency/Contractor having been adjudged insolvent or goes into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Director, NITTTR, Kolkata shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Agency/Contractor and to claim from the Agency/Contractor any resultant loss sustained or cost incurred by the Institute.

(b) The Director, NITTTR, Kolkata shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Agency/Contractor or of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the Agency/Contractor and/or forfeit the Contract Performance Guarantee or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Institute due to the contractor's negligence or unworkmen like performance of any of the services under the contract.

(c) The Agency/Contractor shall be responsible to supply competent security personnel/guards under the contract in accordance with the instructions issued by the Director, NITTTR, Kolkata or an Officer acting on his behalf. If the Agency/Contractor fails to supply the requisite number of security personnel's, the Director, NITTTR, Kolkata shall at his own discretion, without terminating the contract be at liberty to engage other Agency/Contractor at the risk and cost of the Agency/Contractor who shall be liable to make good to the Institute all additional charges, expenses, cost or losses that the Institute may incur or suffer thereby. The Agency/Contractor shall not, however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Director, NITTTR, Kolkata shall be final and binding on the Agency/Contractor.

(d) The decision of the Director, NITTTR, Kolkata in respect of damages, losses, charges, costs, or expenses shall be final and binding on the Agency/Contractor.

(e) The Institute shall not be liable for payment of any interest on the CPG (Contract Performance Guarantee) or any depreciation thereof for the time it is held by the Institute.

## **XI. RECOVERY OF LOSSES SUFFERED BY THE INSTITUTE:**

a) The Institute shall be at liberty to reimburse itself for any damages, losses, charges, costs, or expenses suffered or incurred by him due to Agency/Contractor negligence and un-workman like performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereinafter may become due, to the Agency/Contractor under this or any other contract with the Institute. In the event of the sum which may be due from the Agency/Contractor, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Agency/Contractor as aforesaid shall be deducted from the CPG furnished by the Agency/Contractor. If this sum also be not sufficient to recover the full amount claimed by the Institute, the Agency/Contractor shall pay to the Institute on demand the remaining balance of the aforesaid sum claimed.

b) The Director, NITTTR, Kolkata will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum of value of loss and also in regard to the liability of Agency/Contractor for such loss of the amount, to be recovered from them. The decision of the Director, NITTTR, Kolkata in this regard shall be final and binding on the Agency/Contractor.

(c) In the event of the default on the part of the Agency/Contractor in providing Guard and/or their failure to perform any of the services mentioned in this tender efficiently and to the entire satisfaction

of the Director, NITTTR, Kolkata or any officer acting on his behalf, the Director, NITTTR, Kolkata shall without prejudice to other rights and remedies, under this tender have the right to recover by way of Liquidated damages from the Agency/Contractor a sum of Rs.100/-(Rupees one hundred) per day. The parties to the Contract having read that the amount of Liquidated damages specified above represents a genuine estimate of the loss likely to be caused to the Institute. The decision of the Director, NITTTR, Kolkata on the question whether the Agency/Contractor have committed such default or have failed to perform any such service efficiently and are liable to pay Liquidated damages and as to the quantum of such Liquidated damages, shall be final and binding on the Agency/Contractor.

(d) SET-OFF: Any sum of money due and payable to the Agency/Contractor (including CPG returnable to Agency/Contractor) under this contract may be appropriated by the Institute and set off against any claim of the Institute under this contract or any other contract made by the Agency/Contractor with the Institute. NITTTR, KOLKATA reserves the right to claim from the Bidder / bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

(e) INDEMNITY: The Agency/Contractor shall defend, indemnify and hold NITTTR, KOLKATA during and after the terms of the contract harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising or resulting from violation of any laws by the Agency/Contractor or its personnel or in any way connected with the acts, amenities, negligence, breach of this agreement and failure to perform obligations under this contract.

(f) The Agency/Contractor shall strictly abide by the Rules, Regulations and Laws of India.

(g) The Contractor/Security Agency/Contractor will provide guards for round the clock. The Agency shall ensure the safety and security of the NITTTR, KOLKATA personnel and properties in NITTTR, KOLKATA, by deploying guards in three shifts.

(h) The Contractor/Security Agency will undertake to provide the armed/ unarmed personnel to the NITTTR, Kolkata and the Agency/Contractor will be directly responsible for payment of their salaries not less than the rates of minimum of wages as notified by the DGR from time to time.

The Agency/Contractor shall quote its service charges for providing the security services on the percentage rate on minimum wages applicable at the time of submission of Tender. The Agency /Contractor are not entitled to claim any enhancement of percentage rate on minimum wages applicable during the tenure of the Contract.

(j) In case the DGR wages revised upward, the service charges will be applicable on the revised wages but the percentage of rates quoted will remain the same.

(k) The NITTTR, Kolkata shall have no liability/obligation to employ directly or indirectly any personnel deployed by the agency/Contractor, in the services of the Institute.

(l) In case of any negligence, connivance or direct/ indirect involvement of any personnel deployed by Agency/Contractor for security and safety of the property of the NITTTR, Kolkata or there being occurred any theft, pilferage, misappropriation, bungling of stocks/ stores or any other loss to NITTTR, Kolkata's property for whatsoever reason the Agency/Contractor will be responsible and liable to compensate the losses as evaluated by the Director, NITTTR, Kolkata, or any other authorized officer of the Institute. The decision of the Director, NITTTR, Kolkata or any other authorized officer of the NITTTR, Kolkata shall be final and binding on Agency/Contractor.

(m) If NITTTR, KOLKATA considers that the replacement of a particular guard supplied by the Security agency/Contractor is necessary, this will be done by the Security agency/Contractor on receipt of the request from the NITTTR, KOLKATA.

(n) The NITTTR, KOLKATA will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel deployed by the Security Agency/Contractor. The Security Agency/Contractor will be the employer of the guards and the NITTTR, KOLKATA will have no concern/liability whatsoever in respect of their service.

(o) The guards deployed by the security Agency/Contractor shall have no lien or claim in any manner on NITTTR, KOLKATA during or after cessation of this contract. In case, the guards resort to litigation in any court for any reason, the security agency/Contractor will be solely responsible towards verdict of the court, at its own cost. The security Agency/Contractor is liable for expenses, losses and damages, if any, due to filing of any claim or suit or any such proceedings by the agency/Contractor employees against NITTTR, KOLKATA and NITTTR, KOLKATA is entitled to deduct the sum from the pending or future bills of the security agency/Contractor.

(p) Only trained and experienced guards will be deployed in NITTTR, KOLKATA. The Agency/Contractor shall also provide the nominal roll of the guards along with their photographs to the NITTTR, KOLKATA. Each guard will be provided with an identity card by the security Agency/ Contractor, which will have to be shown by them on demand by any of the officer/staff of the NITTTR, KOLKATA. The Agency/Contractor personnel should not be drug addict/or use liquor in the NITTTR, KOLKATA's premises.

(q) The guards deployed by the Security agency/Contractor will help to deal with the anti- social elements, bad character and will also provide protection to NITTTR, KOLKATA staff/officers at NITTTR, KOLKATA.

(r) The Security Agency/Contractor will pay the wages/advances and any other payments regularly to the guards deployed in the presence of an officer/official deputed by the Competent Authority.

(s) The Agency/Contractor is liable to provide his own personnel and cannot take over the existing personnel, if any, of the erstwhile Contractor. Upon termination of the contract, the Agency/Contractor is liable to remove all his personnel from the premises of the NITTTR, KOLKATA failing which NITTTR, KOLKATA will be entitled to stop all payments due to the Agency/Contractor.

(t) The Agency/Contractor should rotate his personnel deployed in NITTTR, KOLKATA every month.

XII) The Agency/Contractor shall provide such number of Security guards personnel whenever asked to do so at short notice during day or night by authorized officer of the Institute.

**XII) FORCE MAJEURE:** The Agency/Contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Director, NITTTR, Kolkata shall be the final Authority. Strikes by persons deployed by the Agency/Contractor on account of any dispute between them as to wages or otherwise will not be deemed to be a reason beyond the Agency's/Contractor's control and Agency/Contractor shall be responsible for any loss or damage which the Institute may suffer on this account.

**XIV) LAWS GOVERNING THE CONTRACT:** The contract shall be governed and interpreted in accordance with the laws of India for the time being in force. In case of any dispute arising out of this contract, the same will be dealt in the court of Law of competent jurisdiction. The court in Kolkata, West Bengal shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

Director, NITTTR, Kolkata



Tender No.

Dated:

## APPENDIX-I

### **I. NAME AND ADDRESS OF THE BIDDER, E-MAIL ID AND CONTRACT NUMBER :**

Specify whether Bidder is Proprietary concern/Regd. Partnership firm/Company	
Name(s) of Prop/Partner(s)/Director(s) Alongwith Date of birth(s)	
E-mail id & Contact No.	
Address:	

### **II. COMPOSITION OF BIDDER:**

It must be stated whether the Bidder is a Proprietorship concern or registered partnership firm or a Company. The name and date of birth of Proprietor or Partners or Directors of the company, as applicable must be given in above table.

### **III. BUSINESS IN WHICH THE BIDDER IS EMPLOYED:**

The nature of business in which the Bidder or partner of the tender's firm are engaged should be stated together with particulars of where Head Office and branches, if any, are located along with details of sister concern.

Name, address of the Head Office & nature of Business.	
Name & address of the Branch(es) and sisterconcern(s), if any.	

**LIST OF DOCUMENTS TO BE ATTACHED:**

S.No.	Particulars	
(i)	Empanelment Certificate of DGR.	YES/NO
(ii)	Income Tax PAN No.	YES/NO
(iii)	Registered Deed of Partnership/Memorandum and Article of Association/By Laws/Certificate of Registration etc, as applicable	YES/NO
(iv)	Property Details of the Partners/Firms/Establishment	YES/NO
(v)	Details of Name & addresses of all the partners/Directors/Proprietors, as the case may be.	YES/NO
(vi)	ESI/EPF Registration Nos.	YES/NO
(vii)	GST Registration No.	YES/NO
(viii)	PSARA License for operation in the State of West Bengal	YES/NO
(ix)	A copy of all other documents as mentioned in Tender Documents, its annexure, schedules.	YES/NO
(x)	State whether you:-	YES/NO
(a)	Have been black-listed by NITTTR, KOLKATA or Govt./Quasi Govt. Organization or any Department?	YES/NO
(b)	If yes, Date of Black Listing	
(c)	Whether your contract has been terminated, EMD/SD forfeited by NITTTR, KOLKATA/ Govt. Organization/PSUs or any other Department.	YES/NO
(d)	Date of termination of Contract/Forfeiture of EMD/SD	
(e)	Whether Proprietor/Any of the Partner/Any of the Director have been convicted and Sentence to imprisonment by a Court of Law?	YES/NO
(f)	If yes, for how many years?	
(g)	Whether bidder is participating in the capacity of Hindu undivided family. (A Hindu Undivided Family either as a Proprietor or partner of a firm shall not be entitled to apply for tender)	YES/NO
(xi)	Copy of details of immoveable properties	
(a)	Type of Properties:	
(b)	Identification No. with address:	
(c)	Owned in the name of	
(d)	Title Deed & Document No	
(e)	Mortgage/lease incumbencies on the property	
(f)	Name & Address of all the partners/Directors/Proprietor, as the case may be.	

**\*\*All above column must be filled-in by the Bidder failing which tender shall not be considered.**

## APPENDIX – II

### Financial Bid - for providing Security Services (In Rupees)

Name of Security Agency -					
Sl. No.	Description	Guard – without Arm(Male and Female) as per DGR latest rates		Guard – with Arm(Male) as perDGR latest rates	
		Per Day	One Month	Per Day	One Month
<b>A</b>	Basic incl. VDA				
<b>B</b>	ESI@				
<b>C</b>	EPF @				
<b>D</b>	EDLI@				
<b>E</b>	Admin Charges@				
<b>F</b>	HRA @				
<b>G</b>	ESI On HRA@				
<b>H</b>	BONUS (8.33% of Min wage per month)				
<b>I</b>	Uniform Outfit Allowance@				
<b>J</b>	Uniform Washing Allowance@				
<b>K</b>	Sub Total				
<b>L</b>	Relieving Charges 1/6 <sup>th</sup> of serial (K)**				
<b>M</b>	<b>Total cost per head perday</b>				
<b>N</b>	Service Charges (in percentage only)				
<b>O</b>	<b>Sum Total</b>				
<b>P</b>	GST as per prevailing rates				
<b>Q</b>	<b>Grand Total</b>				

Note: -

1. Agency must quote latest rates. Agency must quote all charges in figures and not percentage except Service Charge.
2. Monthly quotes must before 31days' month. Difference of 31/30 or 28days will be accounted for in bills accordingly.
3. Grant Total should be rounded off to the nearest Rupee.

Date:

Place:

Signature of authorized person

Name:

Seal:

### APPENDIX-III

**To**  
**The Director,**  
NITTTR, Kolkata,  
Block-FC, Sector-III, Salt Lake City,  
Kolkata. – 700106.

Dear Sir,

I/We hereunder quote percentage rates for appointment as Security Contractor for providing security services at NITTTR, KOLKATA.

2. I/We thoroughly examined and understood all the terms & conditions as contained in the Tender document, Invitation to Tender, general information to Bidders and its Annexure and Appendices and agree to abide by them.

3. I/We hereby offer to provide security services at the following percentage of service charges on the minimum wages as prescribed by the DGR for the entire tenure of the contract. I/We undertake that I/We are not entitled to claim any enhancement of percentage of service charges on any account during the tenure of the contract.

***I have quoted Service Charges in the prescribed BOQ format separately on Minimum wages and this is excluding the GST.***

Note:

- (i) Rates quoted in any other manner than the above will be summarily rejected. In case the DGR wages revised upward, the service charges will be applicable on the revised wages but the percentage of rates quoted will remain the same. The tender will be awarded to the senior most DGR sponsored agency (Seniority given by the DGR) in case the rates quoted by all the Bidder are same.
  - (ii) I/we undertake to strictly abide by the provisions under the Contract Labour (R&A) Act, ESI Act, EPF & MP Act, Payment of wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act, Indian Contract Act and all other statutory provisions and enactments as applicable to this contract and any other statutory obligation brought hereinafter and applicable to the contract and report compliance as and when demanded by the Institute.
  - (iii) There will be no “master – servant” relationship between the Guards of Security Contractor and the NITTTR, KOLKATA. The total amount of wages shall be calculated on the basis of number of days for which a person has actually worked on the basis of DGR wages.
  - (iv) I/We agree to keep the offer open for acceptance up to and inclusive of 120 days from the date of opening of the tender and the extension of the said date by a month in case it is so decided by the Director, NITTTR, Kolkata and shall be binding on me/us. Any revision in the basic Minimum Wages/ statutory payments, Contractor is entitled to the same, only if it satisfies the Institute that the same is passed on to the personnel engaged by it and not otherwise.
4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday/Sunday for the Institute, the offer will remain open for acceptance till the next working day.
5. I/We do hereby declare that the entries made in the Tender and Appendices/Annexure is true.

Yours faithfully,

Signature of the Bidder  
(Capacity in which signing)