

Tender document for providing security services (watch and ward) on contract basis
at National Institute of Technical Teachers' Training and Research, Kolkata

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES (WATCH AND WARD) ON CONTRACT BASIS

(SINGLE STAGE PROCESS CONTAINING TECHNICAL AND FINANCIAL BID)



National Institute of Technical Teachers' Training and Research, Kolkata
Sector-III, Salt Lake, Kolkata-700106, West Bengal

Tender document for providing security services (watch and ward) on contract basis
at National Institute of Technical Teachers' Training and Research, Kolkata

Tender No. / Advertisement No.:03/2022-23

Date: 08.07.2022

Tender for Annual contract for providing Security Services (Watch and Ward) on
Contract Basis
at
National Institute of Technical Teachers' Training and Research, Kolkata

PART - I - Technical

Client

Director

National Institute of Technical Teachers' Training and Research, Kolkata
Sector-III, Salt Lake, Kolkata-700106, West Bengal

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***NB: Must be submitted in a separate sealed cover**

Chapter – 1

Background and Broad Scope of Work

1.1 About the Institute

National Institute of Technical Teachers' Training & Research (NITTTR), Kolkata was established in 1965 as Technical Teachers' Training Institute (TTTI), Calcutta at the premises of Jnan Chandra Ghosh Polytechnic, Calcutta. This was the first of four such regional Institutes (other three being at Chandigarh, Bhopal and Chennai) established by then Department of Education, Govt. of India as fully centrally funded autonomous institution. Since 1980, the Institute is located at Salt Lake City. The primary focus of the Institute is to provide in-service training to the teachers and staff of Degree and Diploma level technical institutions and conduct activities related to the quality improvement of the technical education system of the country. NITTTR, Kolkata has been actively involved in improvement of quality of the technical education system in various states including those in the north-east through innovative academic interventions, providing assistance to policy makers at the national and state levels, in formulation of educational plans, projects and their implementation in the fast changing scenario. The Institute has also established two extension centres at Guwahati (in 1999) and at Bhubaneswar (in 2000) for reaching out to its clients in North-Eastern states and Odisha respectively. By virtue of working closely over the last few decades, this institute has developed a thorough understanding of the technical educational needs of the states in the eastern region including those in the North-east.

NITTTR, Kolkata has two campuses one at Block-FC, Sector-III, Salt Lake, Kolkata-700106 and the other one is at DN-61, Sector-V, Salt Lake, Kolkata-700 09. While the Institute operates its educational activity from its FC Block Campus spread over 11 acres of land, the other Campus at DN-61, Sector-V, Salt Lake is meant for Residential purposes only.

1.2 Broad Scope of Work

The prime objective of security services is to secure the both the premises and regulate the entry to authorized persons/vehicles only.

1.2.1 Area:

The area of NITTTR, Kolkata, FC Block Campus is approx. 11 acres consisting of the following:

1. Three office Blocks comprising of Office, classrooms, labs, seminar halls, library, computer rooms and small auditorium
2. Five Hostel Blocks (one under renovation)
3. Three residential blocks;
4. One Auditorium Hall,
5. Electrical Installations (including two Generator Sets, Transformer rooms, switch Gear Room etc.)
6. Open play ground surrounded by trees;
7. Roadways and pathways (including peripheral road all along the boundary wall for movement of security personnel)
8. Any other area as may be included by the Competent Authority from time to time.

1.2.2 SCOPE OF WORK:

The Security Services (Watch and Ward) (Without arms) have to secure both the campuses of NITTTR, Kolkata by regulating movements of vehicles and persons at the entry/exit gate: -

FC Campus	-	3 Shifts = 3×3	=	9 persons
DN-61 Campus	-	3 Shifts = 3×1	=	3 persons
		+ Night Shift	=	1 Person
Off day Reserve			=	<u>2 persons</u>
			Total:	<u>15 Persons</u>

CHAPTER II
SINGLE STAGE PROCESS TENDER CONTAINING (TECHNICAL AND
FINANCIAL BID) AND SCHEDULE OF EVENTS

Tenders are invited, in the format given in **Annexure-I**, from experienced & reputed Service providers of sound financial standing, meeting the qualifying requirement for the services given below:

Name of work	Single state Tender for Annual contract for Providing Manpower in different categories on Contract basis at National Institute of Technical Teachers' Training and Research, Kolkata
Tender no/Advertisement No.	03/2022-23 dated 08/07/2022
Bid security	Rs.1,65,000/- (Rs One lakh Sixty-five thousand only) by Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favour of the Director, NITTTR, Kolkata payable at Kolkata or online payment through NEFT/RTGS in the following SBI Account No. 10836428657, IFSC Code: SBIN0001612 of the Institute. Companies registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Departmental of Micro, Small and Medium Enterprises (MSME) are not required to submit Bid Security. They should submit the valid document in this regard as supporting paper. Bid Security remain valid for a period of 45 days beyond the validity period for the proposal. Bid security should be released to unsuccessful bidders once the contract has been signed with the lowest responsive bidder at the earliest after expiry of final bid validity and latest on or before the 30 th day after the award of the contract. No interest will be paid on Bid Security.
Contract period	The initial period of contract will be for ONE year and may be extendable for further period of six-month subject to satisfactory performance throughout the contract period.
Issue of tender	For details and bid documents please visit website: www.nittrkol.ac.in
Opening of tender	29-07-2022 at 4 pm Bidders are requested to attend at the time of opening of tender either self or by authorised representative
Contact person (for any clarifications)	Senior Administrative Officer, NITTTR, Kolkata Email: sado@nittrkol.ac.in Tel: (033) 6625 1902
Estimated Cost	₹ 55,00,000/- (Rupees Fifty Five lakh only)
Duly signed application form along with Bid Security & the requisite copies of documents in sealed envelope super scribing Tender for Annual contract for Providing Security Service (Watch and Ward) ” at National Institute of Technical Teachers' Training and Research, Kolkata should reach the Director, NITTTR, Kolkata, Block-FC, Sector-III, Salt Lake, Kolkata-700106 on or before the closing date.	

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Notes:

- The price shall be filled up both in figures and in words. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory. In case the “figure” & “words” mismatches each other, the “word” will be taken into consideration.
- The Institute reserves the right to modify any terms and conditions before submission of the bids. Such changes will be put on the website at least three (3) days prior to the submission of bids.

Method of evaluation of single stage process containing technical and financial bid

A duly constituted Consultancy Evaluation Committee comprising of three members including FIC, Accounts and a representative of user department shall be constituted to evaluate the bids and to review the other aspects of bids as stipulated in the manual for procurement of consultancy and other services 2017.

CHAPTER III

3.1 Qualification Criteria Only those bidders who meet the following minimum criteria will be considered for evaluation of financial bids:

<i>Sr.</i>	<i>Description</i>	<i>Requirement</i>	<i>Remarks (Documents to be submitted)</i>
1	Minimum years in Security Services Business	Three Years as on 01.01.2021	Attach the Copy of Proprietorship OR Partnership Deed OR Memorandum and the Articles of Association
2	Place of Business	Preferably Having office in Kolkata	Proof of Office at Kolkata
3	Minimum annual turnover	Rs. 50 Lakh (Rs. Fifty lakhs only) in any of the last three financial year ending 31.03.2022.	1. Attach the copy of ITR, Profit & Loss Account 2. Audit report duly certified by chartered accountant
(a)	FY 2019-20		
(b)	FY 2020-21		
(c)	FY 2021-22		
4	Experience – Assignment completed in last THREE years as on December 31,2021 Contracts / assignments in the Field of Security services	<p>a) One similar completed work costing not less than the amount equal to Rs. 50 lakhs (Rs. Fifty lakhs only) OR</p> <p>b) Two similar completed works each costing not less than the amount equal to Rs. 25 lakhs (Rs. Twenty-five lakhs only) OR</p> <p>c) Three similar completed works each costing not less than the amount equal to Rs. 20 lakhs (Rs. Twenty lakhs only)</p>	<p>(1) Attach the work order and/or satisfactory work done certificate</p> <p>(2) The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.</p>
5	Registration Certificate	<ol style="list-style-type: none"> 1. The Private Security Agencies (Regulation) Act, 2005 2. Employee State Insurance 3. Provident Fund 4. Labour Department 5. Service Tax 6. Income Tax 	Attach the copies of respective Registration Certificates/PAN No.

3.2 Documents to be submitted:

3.2.1 The bidders have to submit the hard copy of tenders physically or through speed post in single stage process containing Technical bid & Financial bid in the prescribed format. Bidders must submit the documentary proof in support of meeting the qualification criteria. Simply undertaking by the bidder for any item of the criteria shall not suffice the purpose. Tender sent by any other mode shall not be accepted.

3.2.2 The single state tender shall be opened as per the schedule.

3.2.3 After opening the technical bids and verifying the Bid Security (EMD) amount, the valid bids i.e. those accompanied with EMD amount, shall be subjected to detailed evaluation.

3.2.4 The financial bids of only those bidders who qualify at technical bid stage shall be opened at the same date and time by the Committee authorized by the competent authority.

3.2.4 Absence of bidder(s) or their representatives shall not impair the legality of the opening procedure.

3.3 General Terms & Conditions:

1. The Bidder should have minimum three years of experience of rendering Security services in any Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies.
2. The Bidder should have minimum annual turnover of Rs 50 lakh (Rupees Fifty lakh only) in any of the last three financial year ending 31.03.2022.
3. The Bidder should have completed similar works of minimum value as described below during the period 01/04/2019 to 31/03/2022:
 - a) One similar completed work costing not less than the amount equal to Rs 50 lakhs (Rs Fifty lakhs only) OR
 - b) Two similar completed works each costing not less than the amount equal to Rs 25 lakhs (Rs Thirty lakhs only) OR
 - c) Three similar completed works each costing not less than the amount equal to Rs 20 lakhs (Rs Twenty lakhs only)
4. The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.
5. The Bidder shall submit the **self-attested copies** of the following documents:
 - a) Registration under the Private Security Agencies (Regulation) Act, 2005
 - b) PF Registration with PF code number.
 - c) ESI Registration
 - d) Valid Licence (if applicable) issued in respect of previous employers by Jurisdictional Labour Commissioner.
 - e) Details of works of similar nature carried out in Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies in the last 3 years ending on 31 December 2021.

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- f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2020 duly certified by CA.
 - g) **List of Arbitration cases (if any)**
 - h) Copies of certificates/allotment letter of **GST and PAN** Number.
 - i) Details of managerial, supervisory and other staff
 - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at NITTTR, Kolkata.
 - k) Copy of Last income tax return.
6. The bidder shall submit details of organizations, where he has undertaken such similar services as per requirement. The scope and details of the work to be carried out by the Bidder at NITTTR, Kolkata is given page no.5 of tender document
7. General Terms and Conditions of the Contract to be fulfilled by the Bidder are given in and **the bidder shall submit duly signed on each page as a token of agreeing to them.**
8. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
9. The bidder should have an office in Kolkata preferably.
10. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency) and should also have not been black listed by any Govt/Semi Govt/PSUs. **The firm should give such an undertaking with their bid.**
11. The bidder shall pay Bid Security (EMD) of Rs.1,65,000/- (Rupees One lakh sixty-five thousand only) in the form of Bank draft from a Nationalized / Scheduled Bank only in favour of Director, NITTTR, Kolkata payable at Kolkata. **Bids received without Security Deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
12. The EMD deposited by successful agency will be adjusted towards the Performance Security deposit as specified in the tender document. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, the bid security shall be forfeited.
13. The bid shall be valid and open for acceptance of the Competent Authority of NITTTR, Kolkata for a minimum period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
14. An agreement shall be signed with the successful bidder as per specimen enclosed **Annexure III**
15. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
16. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
17. Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.

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18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the documents should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figures (numbers) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
20. The Bid Security (EMD) is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer (d) Any unilateral revision made by the bidder during the validity period of the offer.
21. In case there is only one successful bidder after the Technical bid opening, the decision to award the contract to the said bidder would be taken by the Director, NITTTR, Kolkata.
22. Declaration of Bid Security Annexure-V should be duly filled and to be attached while submitting the tender.
23. Letter of acceptance vide Annexure-VI should be duly filled in and to be attached while submitting the tender.
24. Tender should be submitted in a sealed cover marks “**Quotation for providing Security Services (Watch and Ward)**” on the top of the envelope with advertisement number and date.

CHECK-LIST

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
(TECHNICAL BID)**

Sl.No.	Description of requirement	Yes/No	Page No.
1	The firm is registered with the jurisdictional Labour Commissioner under provisions of contract labour Act and its validity date	Yes/No	
2	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3	PSARA Registration certificate	Yes/No	
4	Registration certificate of jurisdictional Provident Fund Commissioner along with PF registration code uploaded.	Yes/No	
5	Copy of Registration certificate/allotment letter of GST	Yes/No	
6	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
7	Registration certificate of ESI	Yes/No	
8	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
9	DD of Rs.1,65,000/- as Bid Security	Yes/No	
10	Financial/Price bid	Yes/No	
11	List of Arbitration cases (if applicable). Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No/NA	
12	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13	Copy of last Income Tax return	Yes/No	
14	Undertaking by the bidder to the effect that there is no police case pending against the bidder/proprietor/firm/parties relating to previous service Contracts and that the bidder has not been black listed / Holiday listed by any Gov./Semi Govt./PSUs.	Yes/No	
15	Office address.	Yes/No	
16	At least two currently valid contracts for similar work	Yes/No	

Declaration by the Tenderer / Bidder:

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

Encls: 1. DD/Pay Order No.....

2. Terms & conditions (each page must be signed and sealed)

3. Financial Bid.

(Signature of Tenderer/Bidder with seal)

Name:

Seal:

Office Address:

Phone No (O):

Date:

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NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected

**Details of other organizations where similar contracts undertaken during last three years
(enclose supporting documents).**

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. (pl specify)	Amount of contract	Reasons for termination (if currently not valid)
1.						
2.						
3.						
4.						
5.						

Area and Scope of Security work to be provided in NITTTR, KOLKATA: -

The prime object of Security services (without arms) is to secure the entire premises and regulate the entry to authorized persons only.

AREA:

The area of NITTTR, Kolkata, FC Block Campus is approx. 11 acres consisting of the following:

1. Three office Blocks comprising of Office, classrooms, labs, seminar halls, library, computer rooms and small auditorium
2. Five Hostel Blocks (one under renovation)
3. Three residential blocks;
4. One Auditorium Hall,
5. Electrical Installations (including two Generator Sets, Transforma rooms, switch Gear Room etc.)
6. Open play ground surrounded by trees;
7. Roadways and pathways (including peripheral road all along the boundary wall for movement of security personnel)
8. NITTTR, Kolkata DN-61 residential campus
9. Any other area as may be included by the Competent Authority from time to time.

SCOPE OF WORK:

The Security Guard (Watch and Ward) (Without arms) have to secure both the campuses of NITTTR, Kolkata by regulating movements of vehicles and persons at the entry/exit gate: -

FC Campus	-	3 Shifts = 3×3	=	9 persons
DN-61 Campus	-	3 Shifts = 3×1	=	3 persons
		Plus Night shift	=	1 person
Off day Reserve			=	<u>2 persons</u>
			Total:	<u>15 Persons</u>

**TERMS AND CONDITIONS OF CONTRACT
FOR PROVIDING SECURITY SERVICES (WATCH AND WARD) AT NITTTR, KOLKATA.
(Annexure to Agreement)**

A. SCOPE OF WORK: PROVIDING SECURITY SERVICES (WATCH AND WARD) ON CONTRACT BASIS at the National Institute of Technical Teachers' Training and Research, Kolkata

B. TERMS & CONDITIONS:

1. The Director, NITTTR, Kolkata, reserves the right to postpone and/or extend the date of receipt / opening of bids or to withdraw the same without assigning any reason thereof.
2. The Financial bids of those bidders only would be opened who are found to be eligible based on the Technical bids opened on the stipulated dates by the Tender Committee in the presence of the bidders.
3. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of six months with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving one-month notice in writing by either party to the agreement.
4. **NITTTR, Kolkata reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices including but not limited to non-payment of minimum wages & other statutory dues; without bearing any liability or any loss whatsoever it may cause to the bidder in the process. In case the quoted rates are found to be less than the sum total of minimum wages and other statutory dues payable, such bids shall be summarily rejected without assigning any reasons whatsoever.**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contracts and above conditions into account together. A mere lowest rate is not the sole criteria of selection. NITTTR, Kolkata is not bound to accept the lowest rates.
7. **Wages payable shall not be less than the minimum wages payment as declared by the Central Government from time to time.**
8. **Without affecting the sanctity of the above criterion NITTTR, Kolkata has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of NITTTR, Kolkata.**
9. **The payments to workers by the contractor shall be made by electronic means/ cheque only.**

The Contractor shall fulfil the following other contractual obligation/services to NITTTR, Kolkata:

- (i) To **PROVIDE SECURITY SERVICES (WATCH AND WARD) (without arms) ON CONTRACT BASIS** in NITTTR, Kolkata. The supplied manpower should be competent enough to execute the work assigned to them. The number of guards to be deployed for carrying out the assigned task shall be **15 (Fifteen)**.
- (ii) The SECURITY SERVICES (Watch and Ward) should be at least SSLC and should be able to communicate clearly and write and read in Hindi language. They should also have working knowledge of English to be able to carry on day to day work but should be mandatorily proficient in writing and reading in English. The SECURITY SERVICES (Watch and Ward) deployed at the main gates of NITTTR, KOLKATA shall maintain proper In and Out Registers at the gate and ensure that every person / vehicle entering or leaving the premises is properly documented and identity verified or without issuing of visitor's slip. No unauthorized person or vehicle should be allowed to enter the premises without prior permission of the administration. The contract workers shall attend to all work assigned to them by the sectional in charge / competent authority concerned.
- (iii) The contract workers deployed shall be healthy, active and not less than 18 yrs or more than 45 years of age. Nobody shall have any communicable diseases.
- (iv) The contractor shall provide the SECURITY SERVICES (Watch and Ward) with proper uniform, badges, whistle, torch and cane etc. The contract workers deployed shall be in proper uniform and shall always carry Identity Card issued by the agency. The agency shall provide fully trained and disciplined personnel who should be well behaved and well mannered.
- (vi) The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the contract workers on or before the 7th day of every succeeding month, irrespective of delay in payment of Bill by the NITTTR, Kolkata for whatever reason. **Wages payable shall not be less than the minimum wages payment as declared by the Central Government from time to time.**
- (vii) The Contractor shall submit workers' EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at NITTTR, Kolkata. The contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications:

The Payment of Wages Act 1936
The Employees Provident Fund Act, 1952
The Factory Act, 1948
The Contract Labour (Regulation) Act, 1970
The Payment of Bonus Act, 1965
The Payment of Gratuity Act, 1972
The Employees State Insurance Act, 1948
The Employment of Children Act, 1938
The Motor Vehicle Act, 1988
The Minimum Wages Act, 1948

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- (viii) If the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the NITTTR, Kolkata. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the NITTTR, Kolkata along with testimonials before they are actually deployed for the job.
- (ix) In case of any loss that might be caused to the NITTTR, Kolkata due to lapse on the part of the personnel deployed by the contractor discharging their responsibilities, the such loss shall be compensated by the contractor and in this connection, the NITTTR, Kolkata shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the NITTTR, Kolkata besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the NITTTR, Kolkata shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (x) If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- (xi) That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of the NITTTR, Kolkata or the office in charge of Administration at NITTTR, Kolkata at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
- (xii) In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; Failure on this account shall attract penalty of Rs.500/- per day per person who is found missing / absent from duty payable by the Contractor for such absence.
- (xiii) The successful bidder would have to deposit an amount of 8% (Eight percent) of Annual contract value towards performance security deposit through pay order/demand draft /FDR/or bank guarantee from a Nationalized / Scheduled bank only in favour of Director, NITTTR, Kolkata which would retain with NITTTR, Kolkata 60 (sixty days) beyond the date of completion of the contract period or settlement of all contractual obligations whichever is later. No interest shall be payable on the performance Security Deposit amount. In case of FDR, it should be valid for minimum period of 24 months.
- (xiv) The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him. This attendance record is to be submitted every week to NITTTR, Kolkata with an attested photo- copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the NITTTR, Kolkata at any other point of time.
- (xv) If at any point of time it come to the notice of the NITTTR, Kolkata that the contract personnel deployed are different from the list provided (with attested photographs), NITTTR, Kolkata will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified.
- (xvi) The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the NITTTR, Kolkata. In the event, NITTTR, Kolkata makes any payment or incurs any liability, the contractor shall indemnify the NITTTR, Kolkata completely;

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- (xvii) In case of any dispute arising out of this agreement then Director, NITTTR, Kolkata shall nominate any officer of the NITTTR, Kolkata a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, High Court, Calcutta will have the jurisdiction to settle and decide all the disputes.
- (xviii) Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
- (xix) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- (xx) In case the NITTTR, Kolkata suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the NITTTR, Kolkata reserves the right to terminate the contract without assigning any reasons.
- (xxi) Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
- (xxii) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any provision/rule.
- (xxiii) The contractor shall, at all times, maintain all the statutory records and documents, in proper format, as prescribed under the various Acts / Rules / Laws applicable to contract labours/personnel and shall ensure filing of all prescribed returns in proper format to the concerned authorities well within the time limit specified under the respective Acts / Rules / Laws.
- (xxiv) The contractor shall, on demand by NITTTR, Kolkata, produce all such records / documents / returns for inspection as NITTTR, Kolkata deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the contractor.
- (xxv) The contractor should obtain a Licence from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the NITTTR, Kolkata.
- (xxvi) The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by **Central Government** from time to time, as applicable during the contract period.
- (xxvii) The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month.
- (xxviii) The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum Wages Act.
- (xxix) The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- (xxx) The NITTTR, Kolkata reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues/wages and other statutory liabilities.

Tender document for providing security services (watch and ward) on contract basis
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- (xxxii) The contractor must get police verification of all his personnel employed at NITTTR, Kolkata and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor also has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc.
- (xxxiii) If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel who indulge in such type of activities should not be further deployed in this office by the contractor in any case. All such losses shall be make good by the contractor.
- (xxxiv) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the NITTTR, Kolkata will be considered applicable at the time of any dispute/following any statutory rules.
- (xxxv) The contractor shall appoint at least one Supervisor on his behalf to coordinate with NITTTR, Kolkata and supervise the work done by the personnel deployed to the satisfaction of NITTTR, Kolkata. The details of the Supervisor shall be provided separately to NITTTR, Kolkata before commencement of the work and any change shall also be duly intimated.
- (xxxvi) The contractor shall ensure that there is no scope for any grievance from the personnel deployed by him on account of delayed payment of wages.
- (xxxvii) All outsourced personnel shall have to registered with Biometric attendance system maintained by NITTTR, Kolkata

C. Terms of Payment:

No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work.

- i) The contractor shall submit the pre-receipted bill (three copies) for every month by the first day of next month duly certified by the Caretaker. No interim bills will be entertained. All attempts would be made to pay the bills through ECS only within 15 days from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Caretaker. The payment is subject to TDS applicable as per Income Tax Act, 1961.
- ii) In case of any complaint of non-fulfilment of any obligation under the contract, the Director, NITTTR, Kolkata reserves the right to deduct the payments due from the contractor from monthly bill (s),
- iii) Proof of challan / receipt for the payment made towards wages to each employee should be furnished to this office along with the monthly charges bill to be submitted for reimbursement.
- iv) The contractor shall strictly comply with the provisions of the Employee Provident Fund Act, 1952 and the provisions of Employees' State Insurance Act, 1952. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan / receipt for the payment of Provident Fund and ESI made on account of the workers for the preceding month together with their ESIC Ins. No. / EPF subscriber No.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between NITTTR, KOLKATA and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

ANNEXURE I

APPLICATION LETTER

To
The Director
National Institute of Technical Teachers' Training and Research, Kolkata
Block-FC, Sector-III, Salt Lake, Kolkata-700 106

Sub: Single stage Tender for providing of Manpower Services in different categories on contract basis at National Institute of Technical Teachers' Training and Research, Kolkata

Sir,

In response to your Single Stage process Tender No. dated for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
	(Full Name of the Firm)	
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9.	PF Code allotted by the jurisdictional PF Commissioner with photo copy of certificate	
10.	Total cost (including wages of staff, overhead charges and other taxes)	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by National Institute of Technical Teachers' Training and Research, Kolkata, I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by you in the said documents. I/We confirm that adequate manpower of requisite qualification and experience is available with me/us for deployment at NITTTR, Kolkata.

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We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Central Government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep NITTTR, Kolkata indemnified of any claim/damages that NITTTR, Kolkata have to pay with respect to the service and the deputation of any workers to NITTTR, Kolkata.

I/We fully understand that NITTTR, Kolkata reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that NITTTR, Kolkata further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Bid Security (EMD) amounting to Rs1,65,000.00/- (Rs. One lakh Sixty-five thousand only) in the form of Demand Draft from a Nationalized / Scheduled Bank only drawn in favour of Director, NITTTR, Kolkata payable at Kolkata, along with the application which will remain with NITTTR, Kolkata up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit.

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director that holds power of
Attorney on behalf of firm

Name of Firm

Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

ANNEXURE-II

**Details of other organizations where similar contracts undertaken during last three years
(enclose supporting documents).**

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt / semi Govt / Autonomous Bodies / PSUs / Industries etc. <u>(pl specify)</u>	Amount of contract	Reasons for termination (if currently not valid)
1.						
2.						
3.						
4.						
5.						

(To be made on Rs.500.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand Twenty-Two between National Institute of Technical Teachers' Training and Research, Kolkata, as one part, hereinafter called NITTTR, Kolkata and M/s _____ Agency for providing Manpower Services in different categories on contract basis at National Institute of Technical Teachers' Training and Research, Kolkata on contract basis on the other part.

Whereas NITTTR, Kolkata is desirous to engage the Agency for providing Manpower Services in different categories on contract basis at National Institute of Technical Teachers' Training and Research, Kolkata (as explained in Annexure II of the Tender Document, a signed copy of which is attached herewith) for the National Institute of Technical Teachers' Training and Research, Kolkata, on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in NITTTR, Kolkata. The NITTTR, Kolkata shall have no liability in this regard. Institute may call for additional information as deem fit from time to time.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NITTTR, Kolkata. The NITTTR, Kolkata shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month's notice on either side.
5. In case of non-compliance with the contract, the NITTTR, Kolkata reserves its right to:
 - a. Cancel/revoke the contract, and /or
 - b. Impose penalty up to 10% of the total annual value of contract.
6. The successful bidder would have to deposit an amount of 8% (Eight percent) of Annual contract value towards performance security deposit through pay order/demand draft /FDR/or bank guarantee from a Nationalized / Scheduled bank only in favour of Director, NITTTR, Kolkata which would remain with NITTTR, Kolkata. The validity of performance guarantee is for a period of 60 days beyond the date of completion of all contractual obligations of the contractor and no interest shall be payable on the performance Security Deposit amount. In case of FDR, it should be valid for minimum period of 24 months.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NITTTR, Kolkata.

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8. The personnel provided by the Agency will not claim to become the employees of NITTTR, Kolkata and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NITTTR, Kolkata.

9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.

10. The agency also agrees to comply with **General Terms and Conditions of contract in addition to other statutory and contractual obligations mentioned in the tender document.**

11. Decision of NITTTR, Kolkata in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

12. In case of any dispute between the Agency and NITTTR, Kolkata shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Kolkata.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Kolkata in the presence of the witness:

National Institute of Technical Teachers' Training and Research, Kolkata

Witness: 1.

2.

AGENCY

Witness: 1.

2.

ANNEXURE IV

FINANCIAL BID

**Sub: ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES (WATCH AND
WARD) ON CONTRACT BASIS AT NITTTR, KOLKATA**

CONTENTS

1. This document shall contain only Financial Bid of Tender Document, i.e. the copy of schedule of rates duly filled in by the bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the bidder in this document, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the bidder is as below.

SCHEDULE OF RATES (FINANCIAL BID)
(To be uploaded as a separate document titled 'Financial Bid')

**Name of the work: Contract for PROVIDING OUTSOURCED MANPOWER ON
CONTRACT BASIS AT NITTTR, KOLKATA**

Sl. No	Description	Unit price per person basic rate per day	Rate/Wages per day per person (in Rs)	PF	ESI	Relieving charges if any (in Rs)	Contractor's profit/(service charges)	Total Wages per person per month (in Rs)
01	Security Service (Unarmed personnel)		As per Ministry of Labour, Govt. of India Notification No. 1/4(6)/2022-LS II dated 31-3-2022 applicable as on last date of submission of bids Minimum wage Rs. 876.00 per day per person	Mandatory (As per law)				

NOTE:

1. The rates quoted shall be exclusive of GST which shall be payable at applicable rates.
2. A duly signed and stamped copy of the financial bid is required to be uploaded.
3. Normally 8 hours of work with five days' week excluding other holidays applicable except the area with emergent nature of job like Hostel, Electrical Maintenance, Horticulture, Driving etc.

ANNEXURE V

BID SECURITY DECLARATION

To
The Director
National Institute of Technical Teachers' Training and Research
Block FC, Sector III, Salt Lake, Kolkata – 106

Reference: (1) Enquiry No. _____ of NITTTR, Kolkata

(2) Our Bid No. _____ dated _____

I/We _____ irrevocably declare as under:

I/We understand that as per Clause of Tender/bid conditions bids must be supported by a Bid Security Declaration

I/we hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to NITTTR's Kolkata rights to claim damages or any other legal recourse) if,

1. I am/We are in a breach of any of the obligations under the bid conditions
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any
3. On acceptance of our bid by NITTTR's Kolkata, I/we failed to deposit the prescribed Performance Security or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and other contractual obligations and within the specified time.

Signature

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of _____
(complete name of the bidder)

Dated on _____ day of _____ month _____ year

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE VI

**LETTER ACCEPTING TERMS AND CONDITIONS AND SUBMISSION OF SINGLE STAGE
TENDER DOCUMENT**

To
The Director
NITTTR, Kolkata

Dear Sir,

I/we have carefully read, examined and understood the specifications, general instructions and all other contractual obligations relating to the works specified in the single stage process Tender document vide advertisement no. _____ and having visited and examined the sites of the works specified and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the memorandum within the time and under the terms and conditions specified in the tender document at the rates mentioned in the financial bid and in accordance, in all respects, with specifications and instructions in writing referred to in articles of agreement, general instructions to the tender(s) and all other contractual obligations by and in all other respects, in accordance with such conditions in so far as they may be applicable.

Signature and Seal of Applicant(s)

Witness

1.

2.

Witnesses are requested to put his/her full signature and address, mobile number