

TENDER NOTIFICATION

	INDIAN MARITIME UNIVERSITY (A Central University) Kolkata Campus (KC), P-19 TARATALA ROAD, KOLKATA, 700 088	
Sealed tenders are invited from Security Agency providing for Security Service under Two Cover system:		
Name of Service	EMD	Last date & time for Submission
Tender for providing Security Service at IMU-KC, Taratala, Kolkata for one year from the date of commencement of service (likely to be 01-04-2018) extendable further on satisfactory performance, by one year at a time up to a maximum of 2 more years, (i.e. up to 31.03.2021) at the same rates & other terms and conditions.	Rs. 3,00,000	08-03-2018 -1430 hrs
Tender documents i.e. Tender forms and other terms and conditions / details can be downloaded from IMU-KC website www.merical.ac.in and IMU website http://www.imu.edu.in/ from 15-02-2018. <p style="text-align: right;">DIRECTOR , IMU-KC</p>		

Signature of Bidder

Tender Abstract

Particulars	Details
Tender Title	Tender for providing Security Service at IMU-KC, Taratala, Kolkata
Tender Number	IMU-KC/Security Service /2017 -18/1
Tender Document can be Downloaded from IMU-KC website	From 15-02-2018
Cost of Tender Form	NIL
Pre-Bid Meeting	28-02-2018 – 1500 hrs
Last Date of Submission of Tender	08-03-2018 – 1430 hrs
Technical Bid Opening Date and Time	08-03-2018 – 1500 hrs
EMD Amount	Rs. 3,00,000/-
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata, 700088, West Bengal, India

Signature of Bidder

INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

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INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088



Tender For Providing:

'SECURITY SERVICES'

at IMU - Kolkata Campus

Tender No.: IMU-KC/Security Service/2017-18/1 dated 15-02-2018

Volume .I

TECHNICAL BID

Signature of Bidder

A. GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE BIDDERS

1. Introduction & Definitions

The Indian Maritime University is a Central University established by an Act of parliament and headquartered at Chennai. The Kolkata Campus of the Indian Maritime University (hereinafter referred to as the Buyer or IMU-KC) invites sealed tenders for "Providing Security Services at Indian Maritime University, Kolkata Campus located at P-19 Taratala Road, Kolkata defined in the tender documents for its Taratala Campus (hereinafter referred to as the "Service".)

Upon award of contract the successful bidder, is also termed as 'Service provider' or 'Security Service Provider' in this tender.

The terms Security staff include all the persons deployed by the service provider to deliver the service contract and include Security supervisor unless specifically excluded.

2. Eligibility Criteria

The tender is invited in TWO COVER SYSTEM and is open to all service providers who fulfil the following eligibility criteria:

2.1. Experience – No. of years in the Business:

The Bidder should be in the Business of Providing "Similar Service" for a period not less than 5 years since 2012 – 13.

[Mode of Proof: ESI / PF / Service Tax Registration Certification / Certificate of Incorporation / Registered partnership deed / IT Returns / Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work – Proof for existence during or prior to 2012-13 and providing similar service since 2012-13].

2.2. Experience – Completion of similar works:

The Bidder should have satisfactorily completed "Similar Service" involving values as listed below during the last 5 financial years i.e. since 2012-13 to 2016-17.

2.2.1. at least 1 Service with a minimum value of 1.5 crore [OR]

2.2.2. at least 2 Services with a minimum value of 1 crore each [OR]

2.2.3. at least 3 Services with a minimum value of 75 lakh each

[Mode of Proof: Copies of the Work order, Agreement and Work Completion certificate for the Completed or ongoing work].

Signature of Bidder

“Similar Service” means contract for providing Security Service with Government / Semi-Government/ Public Sector organisations/ National level educational institute like IIT, IIM, NIT and Universities/ Banks/PSU’s/ Public Limited Company or A Private Limited Company with a minimum work force of 100 employees.

2.3. Turnover

Should have had annual turnover of at least Rs. 5 Crore in each year during the past 3 financial years i.e. 2014-15, 2015-16 & 2016-17

[Mode of Proof: Annual accounts duly certified by a Chartered Accountant / Income tax Returns].

2.4. Possession of Valid GST Number & PAN

The Service provider should have a valid GST Number & PAN.

[Mode of Proof: Copy of the GST Registration Certificate & PAN Card to be produced]

2.5. The Staff employed by the Service provider should have been covered by ESI and PF.

[Mode of Proof: Copies of Respective Registration Certificates along with Receipts for the payments made during the last 2 months]

2.6. The bidder should not have delayed the payment to their security personnel deployed at site beyond 20th of the following month for any reason whatsoever during the last 2 years (i.e 2016 & 2017) e.g. payment for the month of Jan should not have been delayed beyond 20th of February.

[Mode of Proof: self-declaration to this effect]

2.7. Should not have been black listed so far. Should not have been terminated on account of non-compliance of tender conditions. If the service provider has been terminated by IMU-KC in case of any type of service provided in this campus, in the last 5 years for any reason whatsoever before the completion of the contract period, they are debarred from participating in this tender process.

[Mode of Proof: Self declaration to this effect]

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it

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shall be IMU-KC's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required. IMU may also conduct independent verification of credentials furnished by the service providers.

All the Mode of Proof Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, IMU-KC may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU-KC- also reserves the right to ask more proof to corroborate the eligibility declarations.

3. **General Conditions**

- 3.1. The duly authorized signatory (ies) of the entity should sign in all the pages of the tender document including the annexure / schedules signifying the acceptance of all the terms and conditions, stated in the various parts of the tender. The person(s) authorized to sign the tender shall also sign in all the pages of the supporting documents submitted as proof of their eligibility etc. In other words, every page of the bid submitted should have the signature of the duly authorized signatory of the bidder.
- 3.2. Bidder should furnish all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete tenders will be rejected.

4. **One Bid per Bidder**

The Bidder who submits more than one tender will be disqualified.

5. **IMU-KC not responsible for Cost of Tendering**

The bidders shall bear all costs, efforts or their time associated with the preparation and submission of their tenders and the IMU-KC will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU-KC, due to any reason whatsoever and at any stage of the tender (IMU-KC is not responsible, if there is a cancellation even after price bid opening).

6. **Site Visit**

The bidders are advised to visit the site and surroundings where the

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Security Services are to be provided and acquaint themselves with the operational system and site conditions and understand the information that may be required for the preparation of the tender and for entering into contract for providing the Services. The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site will be given during the tender period on application to the Dy. Registrar, IMU-KC. It shall be presumed/ deemed that the bidder has undertaken a visit to the site and is aware of operational conditions prior to the submission of the tender documents, even if the bidder fails to make a site visit.

7. **Rejection of Tender Documents**

The bidder shall read and understand the contents of the tender documents, carefully. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which do not comply with the requirements of the tender conditions, will be rejected.

8. **Clarification of Tender Documents**

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the invitation of tenders or E-Mail to dradmin.kolkata@imu.ac.in with a copy to director.kolkata@imu.ac.in. IMU-KC will respond to any valid request for clarification, raised during the pre-bid meeting or received one week prior to the last date for submission of tenders. IMU-KC's decision is final and binding with regard to interpretation of terms used or other tender contents.

9. **Pre-bid meeting**

Pre-bid meeting is **compulsory**. Bidders should attend pre-bid meeting as per the date mentioned in tender abstract. Bidders not attending the pre-bid meeting will not be allowed to submit the tender.

10. **Amendment to Tender Documents**

10.1. At any time 2 days prior to the last date for submission of tenders, IMU-KC may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by amendments (addenda / corrigenda etc.).

10.2. Any such amendments will only be hosted on the website and will not be intimated individually to any bidder / prospective bidder. Such amendments

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may be made up to three days prior to the last date specified for submission of the bids. All the bidders who had downloaded the Bid Document prior to such amendment shall verify, whether any such amendments have been issued by IMU-KC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.

11. **Preparations and Submission of Tenders**

11.1. Language of Tender

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and IMU-KC should be in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents should be supplemented with their English translation also. The contents in the English translated version alone shall be taken into consideration.

11.2. Documents comprising the Tender

The tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with Clause 10 (Section A).

11.2.1. Cover I (Technical Bid)

- a) Demand Draft towards Earnest Money Deposit
- b) Complete Tender Document downloaded from IMU-KC website and its amendments, corrigenda / addenda issued by IMU – KC which are duly signed by the authorized signatory in each page with stamp.
- c) Duly filled Technical Bid format (Annexure I) with all the documents stated in the technical bids and other supporting documents in evidence of the data filled in technical bids and any other documents stated in the tender document.
- d) Bidder Memorandum (Annexure II) duly signed by the bidder.

The Cover I shall be addressed to "The Director, Indian Maritime University – Kolkata Campus" and should be duly superscribed as "Cover-I-Technical Bid for Providing Security Services at IMU-KC" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

11.2.2. Cover II (Price Bid)

The Cover II shall only contain the Price Bid formats given viz.

Signature of Bidder

- a) Form of Tender,
- b) Priced Bill of quantities / Filled in Price Bid format

All the above should be duly filled in, signed and sealed:

The Cover II shall be addressed to "The Director, Indian Maritime University – Kolkata Campus" and should be duly super scribed as "Cover-II-Price Bid for Providing Security Services at IMU-KC" and sealed properly. Name and Address of the bidder shall also be written/ printed on the cover.

11.2.3. Main Cover

Both the "Cover I" and "Cover II" shall be placed inside the main cover and sealed properly. The main cover should be duly super scribed as "Tender for Providing Security Services [Tender No..... at IMU-KC]". The tender shall be either sent to the address mentioned in the Tender Abstract so as reach before the last date & time for submission or dropped in the tender box placed in the Deputy Registrar's Office (First Floor), IMU-KC prior to the last date & time for submission.

12. **Conditions stipulated by the bidder**

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU-KC. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

13. **Filling up of Forms, Completeness & Mode of Submission of Tender**

- 13.1. The bidder shall submit all the documents required to be submitted as per Clause 11 (Section A) duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.
- 13.2. The Rates in Price Bid shall be filled in either typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.
- 13.3. Bids sent by telex, fax, Email etc. (i.e. modes other than by way of speed post/ courier/ dropping in the box provided) shall not be accepted.

14. **Last date for submission of tender, Extension and Late Tenders**

Tenders must reach the Director's office at the address stated in the Tender abstract Prior to the time mentioned in the tender abstract. IMU-KC may, at its sole discretion extend the date and time for submission of tenders. Any

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updates with regard to such extension or any other communication intended for the bidders / prospective bidders will be made only through IMU-KC's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.

15. **Tender Prices**

- 15.1. The contract shall be for the whole Services or for individual component or components as may be decided by the IMU-KC and as described in Clause 1(Section A), based on the unit rates and prices quoted by the bidder in the price bid.
- 15.2. Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the price bid like service charges. Tender price covers service provider's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Service at IMU-KC and includes all the liabilities of the service provider such as **cost of uniform and identity cards** of personnel deployed by the service provider and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.
- 15.3. The rate quoted shall be responsive and the same should be inclusive of all the Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of applicable taxes etc. The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF, and Bonus are liable to be rejected.

16. **Tender Validity**

Tenders shall remain valid for 120 days from the last date for submission of tender.

17. **Earnest Money Deposit (EMD)**

- 17.1. Each tender should be accompanied by an Earnest Money Deposit (EMD) for the value stated in the Tender Abstract which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of **"Indian Maritime University-Kolkata Campus"**, Payable at **Kolkata**.
- 17.2. No other form of deposit towards Earnest Money shall be accepted.
- 17.3. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the IMU-KC will be summarily rejected. However, exemption

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from EMD may be considered by IMU – KC only upon written request enclosed with the Technical Bid duly enclosing the **relevant and valid** exemption certificates from MSME/NSIC. No exemption from payment of EMD is available to any bidder for any other reason whatsoever.

18. **Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Price Bid)**

- 18.1. Technical bids will be opened at the conference hall in IMU – KC located at the address stated in tender abstract. Any bidder who is willing to observe the tender opening, may, in person or through his authorized (in writing) representative, be present at the venue and witness the tender opening. The maximum number of person allowed per bidder is one.
- 18.2. Any change in the date / timing of bid opening and similar notifications will be communicated only through IMU-KC website or through e-mail, as decided by IMU-KC, and not through both.
- 18.3. Similarly, a suitable date and time for opening of the Cover II – Price Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Price Bids. The Cover- II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, if they choose to attend and be present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause 18.1&18.2(Section A).

19. **Influencing prohibited**

Any effort by a bidder to influence the buyer during the processing of tenders or award decision will result in the rejection of his / their bid offered and may also lead to black listing.

20. **Correction of Errors (in Price Bid)**

Bidders are advised to exercise utmost care while preparing the Price bid and technical bid. If there is a discrepancy, IMU – KC may decide to reject the tender altogether. However, IMU-KC may also at its sole discretion, consider accepting the tender, if there are differences between the rates quoted by the bidder in words and in figures or in the amount worked out by him, adopting the following procedure:

- 20.1. When there is a difference between the rates in figures and in words, the rates given in words would only prevail.

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20.2. IMU-KC may adopt any other method, as deemed suitable by it, to resolve any such unintentional error(s), if any. It is reiterated that resolving of errors as stated above, is optional to IMU-KC. The bidders are advised to exercise utmost caution not to run the risk of rejection due to such error(s).

21. **IMU-KC's right to accept any tender and to reject any or all tenders**

The IMU-KC reserves the right to accept or reject any tender / all tenders, and to annul / cancel the tendering process, at any time / stage prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders of the grounds for the IMU-KC's action.

22. **Refund of EMD**

22.1. The EMD will be refunded to all the unsuccessful bidder(s) within one month from completion of the tender evaluation process. No interest will be allowed on the Earnest Money.

22.2. The EMD of the successful bidder will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful bidder shall when his tender is accepted, furnish security deposit as specified in the clause elsewhere after giving credit to the amount deposited by him as earnest money. The balance, if any, will be refunded to the bidder against such request. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

22.3. Where a person whose tender has been received by the IMU-KC intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the IMU-KC (or) fail to furnish the security deposit within the prescribed time, the IMU-KC shall without prejudice to IMU-KC's any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

23. **Contract Agreement**

The successful bidder shall, if awarded the contract, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between

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the buyer and the service provider. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

24. **Evaluation of Bids**

24.1. **Technical Bid Evaluation**

The Bid submitted will be evaluated based on the details of technical qualification submitted by the bidder under Cover I in the prescribed formats to ascertain whether the bidders qualify. The Cover II (Price Bid) of only those firms which technically qualify as per the documents in Cover I will be opened. Technical bid (Cover-I) of each bidder shall fulfil the minimum eligibility criteria prescribed in Clause 2 (Section A). If the bidder fails to fulfil any one of the above criteria, he would be treated as not eligible and their Cover II – Price bid shall not be opened.

The information furnished by the bidder in Cover - I in the prescribed format supplied by the IMU-KC will form the basis for the technical evaluation. In exceptional cases IMU-KC or his representative reserves the right to obtain any clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-KC, information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-KC. After satisfying that all / or some of the bidders have attained the minimum qualifying criteria as detailed above, bids of only the technically qualified bidders who fulfil all the pre-qualification / eligibility criteria, will be considered for further evaluation. If a bidder does not fulfil even single minimum eligibility criteria / pre-qualification criteria during the technical bid evaluation, his financial bids will not be evaluated.

24.2. **Financial Bid Evaluation**

Total cost including the Minimum statutory charges, other charges and Service Charges, etc. will be taken for comparison among the bidders for evaluation and the bidder who quoted the lowest total cost (**Sl. No. 14 of the price bid**) will be awarded the work. However, mere quoting of low rates alone will not confer any right to such bidders seeking acceptance.

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In case the Price bid of more than one agency is same, as L-1, then IMU-KC will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who scores highest marks, among the L-1 bidders.

- 24.3. Quoting unworkable rate of service charges will not be considered and is liable to be rejected. If the committee decides the rate as unworkable, the service provider will be asked to give write-up about justification as to how it will be able to fulfil its entire obligation with the quoted service charge. If the committee decides that the justification is not workable enough w.r.t quality and effective execution of the contract, the bid will be rejected. The decision of the Committee in this regard will be final and no further correspondence will be entertained.
- 24.4. GST will be paid extra by IMU-KC. GST Rates has to be stated in the column provided and relevant notification or any other proof of rate to be enclosed.
- 24.5. In case of any changes in GST rate or any other statutory obligation resulting in generation of extra profit by the service provider, the same has to be passed on to IMU-KC.

25. **Commencement & Duration of the Contract:**

The period of agreement will be initially for one year from the effective date as per the order awarding the contract/ acceptance by the IMU-KC. The contract is extendable further by one year at a time up to a maximum of 2 years at the same rates and other terms and conditions subject to satisfactory service to IMU-KC and at the sole discretion of IMU-KC. In any case, total period of contract will not exceed 3 years i.e. initial one year plus two extensions of one year each.

26. Other Terms and Conditions are enumerated in Section B.

Signature of Bidder

B. GENERAL DESCRIPTION OF SERVICE, SCOPE OF WORK AND OTHER CONDITIONS / RESPONSIBILITIES OF SECURITY FIRM:

1. General Description of Service

- 1.1. Trained personnel are required to provide Security Service in IMU-KC to secure premises and personnel, patrolling property, monitoring surveillance equipment, inspecting buildings, equipment and access points, permitting entry and all other related works mentioned elsewhere in the tender document.
- 1.2. Security Service at IMU Kolkata in the respective campuses/guest house within Kolkata City which is to be complied forthwith without any additional claims towards conveyance etc.
- 1.3. The addresses of the two campuses and guest house of IMU-KC where the securities are to be deployed are provided below:-
IMU KC – P-19 Taratala Road, Kolkata 700088,
Management block – No. 40, Circular Garden Reach Road, Subhas Bhavan, 2nd Floor, Kolkata 700 043
IMU-KC Guest house - 73D Peary Mohan Roy Road, Chetla, Kolkata 700 027
or any other office of this institute in Kolkata, in case of an eventuality or by the decision of the management, though the present tender does not cover those premises per se.
- 1.4. The security personnel should be deployed in shifts as per the details in the Appendix I. The number of manpower required is indicative only and actual number may vary. The timings of the shift can be modified as per the requirement of the IMU-KC and can be changed as and when required.
- 1.5. All personnel should be sincere, physically fit, active and energetic. The personnel required may be asked to undergo physical test as decided by the authority to check the endurance and will be employed only on satisfactory performance in the test. The cost of this test will be borne by IMU-KC.
- 1.6. The specified number of personnel is to be deployed on all days except on one day weekly off as would be communicated by IMU – KC. Whenever a security personnel is on leave or absent the responsibility for providing necessary relievers vests with the service provider as per Appendix – I.

2. Statutory / Labour Legislations / Labour welfare Obligations:

- 2.1. The security personnel provided shall be the employees of the Service provider and all statutory liabilities such as ESI, PF, Workmen's

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- Compensation Act, etc. will be paid by the service provider. The list of staff going to be deployed shall be made available to IMU-KC and if any change is required as per IMU-KC fresh list of staff shall be made available by the service provider after each and every change.
- 2.2. The Statutory compliances including those pertaining to Provident Fund Act, Employees State Insurance Act, and Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970) and all other labour and other legislations as applicable from time to time, with regard to the personnel engaged by the service provider for service to IMU-KC, are the responsibility of the service provider.
 - 2.3. IMU-KC shall not bear any damage / claim of any nature of the security personal in discharge of duties. The Security Service Provider, also called as "Service provider", shall indemnify IMU-KC for any loss suffered by IMU-KC in this regard.
 - 2.4.1. The wages (per month) mentioned in the price bid format is based on the Minimum Wages for Zone 'A' as prescribed by Ministry of Labour of Employment, Govt. of India, as applicable as on the date of Issue of this Tender. ESI, PF should not be less than the statutory provisions / Act by the Central Government.
 - 2.4.2. If there is revision in the Minimum Wages / PF / ESI prescribed by Central Government under Minimum Wages Act, during the currency of the contract, then, then the revised minimum wages rates will be considered for reimbursement.
 - 2.5. As far as EPF is concerned, it shall be the duty of the Service provider to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, giving particulars of the employees engaged for IMU-KC works, is required to be submitted to the IMU-KC. In any eventuality, if the service provider failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time IMU-KC is entitled to recover the equal amount from any money due or accrue to the Service provider under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.

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2.6. The Service provider will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Service provider has to give an undertaking (on the format), which may be countersigned by the concerned official of IMU-KC, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

3. Scope of Work and Duties of Service Provider and its Security Guards

- 3.1. Service provider and its staff shall take proper and reasonable precautions to preserve from theft, loss, destruction, waste or misuse of the areas of responsibility and custody of the Campus as whole which include properties and assets of IMU-KC given to them by the IMU-KC and shall not knowingly lend to any person or company any of the effects of IMU-KC under its control.
- 3.2. The Service provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the IMU-KC may issue from time to time and which have been mutually agreed upon between the two parties.
- 3.3. The Service provider shall be responsible to maintain all property and equipment of IMU-KC entrusted to it.
- 3.4. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with IMU-KC as and when required by IMU-KC.
- 3.5. The reliever for Security Personnel (General) is not required as the tentative number of shifts will be divided amongst the general security personnel as per the roaster made by the Security officer / Assistant Security Officer duly approved by officer in charge IMU-KC. The reliever for ex-serviceman will be as per Appendix – I.
- 3.6. The Security Officer / Assistant Security Officer will muster the security guards daily two times and will make report to the Officer in Charge. The timings of the muster will be notified by the authority.
- 3.7. Security Officer /Assistant Security Officers may be required to sit in the control room and do surveillance through CCTV camera and hence should be well versed with CCTV and security control function.

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- 3.8. Security Officer /Assistant Security Officers are also needed to take round of the campus in the 2 wheeler/bicycle provided to them and use Walkie talkie to co ordinate with the security personnel.
- 3.9. All security personnel should always be in uniform and equipped with all the accessories provided to them like whistle, lathi etc.
- 3.10. The Assistant Security officers may be asked to do watch in case of exigencies which will be decided by IMU-KC.
- 3.11. Security Personnel posted at all the posts shall maintain the necessary registers prescribed in this tender document elsewhere. They may be asked to work as in-charge of the hostels to take care of the security and the maintenance aspects, security of mess and assisting in functioning of security and avoiding pilferage of items, etc from any designated place or the entire campus.
- 3.12. All the entrance to the IMU – KC (excluding residential complex) are needed to monitored in such a way that no personnel will be allowed to enter the campus without ID card issued/approved by IMU – KC.
- 3.13. The personnel not holding ID card as mentioned in above para can only enter the campus by having Gate Pass issued to them by appropriate authority and the security personnel deployed is required to ensure the compliance and should be aware of such procedures.
- 3.14. Any other person entering/exiting the campus is needed to enter his/her name along with the time of entry and exit in the register maintained at the gate.
- 3.15. Security personnel can at any time can ask for any other valid identity proof of the person entering the campus and can apprehend the right of admission of any such person. They are then needed to inform the authority about this action.
- 3.16. The service provider is responsible for the security of people, equipment, vehicles, the entire campus and its access etc. IMU-KC shall not bear any damage / claim of any nature caused out of the failure / negligence of the security personnel in discharge of their duties. The Service provider shall indemnify IMU-KC for any loss suffered by IMU-KC in this regard.
- 3.17. The Security personnel should be available at the assigned post(s) all the time. Responsibility for providing necessary relievers if necessary vests with the service provider.
- 3.18. The security staff shall not accept any gratitude or reward in any shape.

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- 3.19. Maintenance of movement of men, materials, vehicles etc. to and from Campuses to be done by the personnel deployed, in the manner prescribed by the Officer in Charge, IMU-KC. Unauthorised parking of private vehicles inside the campus should be checked.
- 3.20. Personnel deployed shall have to do any other work assigned by the Director, IMU-KC either directly or through authorized officers.
- 3.21. Personnel deployed shall have to patrol as per the manner and timing as prescribed by the by the Director, IMU-KC either directly or through authorized officers.
- 3.22. Report irregular incident (any incident involving theft, manhandling, scuffle, ragging, etc) at the campus in 'Occurrence Report' shift wise and submit details to IMU-KC officials.
- 3.23. Check on persons as coming and OUT going of the campus should be record in a register maintained at the entry of the persons with timing and the purpose of entry/exit along with name of the official who authorizes such entry of persons/materials/tools should be recorded. This register will be subject to periodical verification by IMU-KC.
- 3.24. No items are allowed to be taken out without proper Gate Passes issued by the competent officers (Officers from Administration Wing) as laid down in the contract or authorized by the Director, IMU-KC for in-out movement of stores. All the items during entry and exit should be entered into the incoming-outgoing register. The gate-pass management should be handled by the staff handling the gates. The Assistant Security Officers will be responsible for the entire security operations during their watch.
- 3.25. Deployment of Security Guards will be as per the instructions of the authorities of IMU-KC and the concerned authorities may monitor the same personally from time to time.
- 3.26. The Guards on duty will also take care of vehicles, scooters / motorcycles / bicycles parked in the parking sites located within the premises of the Department and ensure that these are not parked in un-authorized places.
- 3.27. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- 3.28. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by any animals.

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- 3.29. The Security Guards / Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities. The security guards are required to be also trained in handling snake-sighting incidences, monkey menace, stray cattle etc. The patrolling team and nearest available security personnel will be immediately asked to manage to drive the snake or such dangerous reptiles and animals out of the residential spaces in any event of snake/animal-sighting, biting or insane dog existence in campus and hence should have knowledge of dealing with these situations. Driving out such creatures will be the responsibility of the security personnel.
- 3.30. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster rescue / recovery plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.
- 3.31. The Security Guard on duty shall not leave the duty location until his reliever reports for duty [regardless of whether there is a delay in reporting of reliever]. It is specifically being stressed that security guard on the post is required to be present on the security post all time during his duty hours and should be in a position to work for the entire stretch without demanding breaks. He should fulfil his natural needs like food. Under no any circumstances the security personnel will leave the post.
- 3.32. The security personnel are require to switch on all outdoor lights, garden lights and streetlights at Administrative block, Hostel area etc. at IMU-KC at onset of darkness and switch off all outdoor lights and streetlights at the onset of day light. They are supposed to ensure that all ACs are switched off when not in use.
- 3.33. Night, third shift patrol guard whistle shall be sounded while patrolling and all security personnel will be required to whistle at the event of any emergency, to draw attention, etc.
- 3.34. Any other provisions as advised by the IMU-KC may be incorporated in the agreement. The same shall also be binding on the service provider.
- 3.35. The security personnel are required to prevent assembly, strikes, gheraoes or such other incidents which require mob handling.

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3.36. Security Personnel will be asked to do any type of office job and act as a multi-tasker. They cannot claim that they will do only security duty and hence may be required to work for any job outside or inside campus.

4. Penalty:

- 4.1. In case any of service provider's personnel(s) deployed under the contract is (are) absent or fails to report in time and the service provider is unable to provide suitable substitute in time, a penalty equal to **double the wages** of number of guards/supervisors absent on that particular day may be levied by IMU-KC and the same shall be deducted from the service provider's bills.
- 4.2. In case of the security personnel not performing any one of their duty as mentioned in their scope and duties as per Clause 3 of Section B, **penalty of Rs 500/- per instance of default** will be levied on the service provider.
- 4.3. In case any public complaint is received attributable to misconduct / misbehaviour of service provider's personnel, **a penalty of Rs.1000/-** for each such incident shall be levied and the same shall be deducted from service provider's bill. Further the concerned service provider's personnel shall be removed from IMU-KC's system immediately.
- 4.4. If at any time it is found that any of the Walkie talkies are not functional then **a penalty of Rs 100/- per day** per Walkie talkie will be imposed on the service provider.
- 4.5. In case the service provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IMU-KC reserves the right to impose the penalty as detailed below:-
- 4.5.1. 0.5% of cost of order/agreement per week, up to one week of delay.
- 4.5.2. After one week delay, IMU-KC reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other service provider(s).The difference if any maybe recovered from the defaulted service provider and also the defaulting service provider shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
- 4.6. The personnel engaged by the service provider shall be dressed in neat and clean uniform (**uniform includes shirt, pant, socks, shoes, name badge, belt and cap**) properly tucked in, **Identity Card, Torch light, Lathi, Whistle** etc. failing which it will invite a penalty of Rs.100/- per instance of

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missing any of the above mentioned items and Rs 500/- per instance of not wearing uniform. Habitual offenders in this regard will be asked to be removed from the University. The penalty on this account shall be deducted from the Service provider's bills.

- 4.7. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers / Staff / Students etc. and should project an image of utmost discipline. IMU-KC shall have the right to have any security guard removed in case of tenable complaints from Officer /Staff/ Students or as decided by representative of IMU-KC if the person is not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by IMU-KC. The service provider shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU-KC, failing which it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU-KC will be imposed.
- 4.8. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the service provider will be liable to be forfeited to IMU-KC besides annulment of the contract. If any of the above condition is violated, IMU-KC has the right to impose any penalty as decided by the IMU-KC's administration.
- 4.9. **Security personnel found drunk or sleeping on duty or absent from duty is to be removed by the Service provider and no payment will be made.**
- 4.10. The service provider shall ensure that its personnel shall not at any time, without the consent of IMU-KC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the IMU-KC and shall not disclose to any information about the affairs of IMU-KC. This clause does not apply to the information, which becomes public knowledge.
- 4.11. Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all expenses/fines.
- 4.12. Penalty of Rs 500/- for each default per day will be applicable, if the penalties are not stated anywhere else in this tender document.

5. Bidder's Representations And Warranties

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The selected bidder hereby represents warrants and confirms to the IMU-KC that:

- 5.1. He has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Facility staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of the tender / Agreement and to the satisfaction of the IMU-KC, provided, however, that the IMU-KC's judgment as regards the quality and skills of the Bidder and his Facility Staff shall be final and binding on the Bidder.
- 5.2. The personnel deployed by the service provider for the job shall meet the following requirements:
 - Should be medically fit, sincere, active and energetic
 - Should possess good conduct and discipline
 - Should not have any criminal records
 - Should know to maintain gate pass management and entry register
 - Aged between 20-60 years (**Mode of proof of age should be age as per ESIC card or matriculation certificate**). The original proof should be submitted for verification to IMU-KC. Photocopy of the document is to be submitted with IMU-KC office.
- 5.3. The execution of the Agreement and providing services hereunder by the Bidder to the IMU-KC does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered into by the Bidder with any third parties.
- 5.4. Bidder shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government), Companies Act, Tax Deduction liabilities, Welfare measures of his employees and all other obligations applicable to this contract regardless of whether such obligations enumerated and defined herein, any such onus shall be the exclusive responsibility of the Bidder, and it shall not involve the IMU-KC in any way whatsoever.
- 5.5. The Service provider shall be solely responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold the IMU-KC responsible in respect of any claim made by any person for any reason whatsoever. The service provider will make no claim for reimbursement or

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other form of claims arising out of such accidents etc. against IMU-KC. In the event of IMU-KC incurring any loss due to the above, Service provider shall indemnify IMU-KC to the extent of its loss on this account. Service provider shall be solely responsible for reporting to IMU-KC and concerned authorities immediately of any serious or fatal accident. The service provider should ensure that the security personnel are physically fit to work under sun or Kolkata weather at all times of the year during working hours or amended working hours. No claim of security personnel to not to be able to work due to harsh weather can be entertained.

- 5.6. There shall not be any Master-Servant or Employer-Employee relationship or any legal or contractual relationship between the IMU-KC KC and Security staff deployed by the service provider for any purpose including any claim, disputes, rights & duties etc. between the service provider and his personnel. The Security staff shall be the employees of the service provider and all the statutory compliances, liabilities and obligations including the requirements to deposit contributions for and to file periodic returns of details of persons deployed under various labour legislations such as Provident Fund Act, Employees State Insurance Act, Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), etc. and all other labour and other legislations as applicable from time to time, during the currency of the contract, with regard to the personnel engaged by the service provider for service to IMU-KC, are the responsibility of the service provider and shall be solely complied with and met by the service provider. Any penalty / damage / claim / compensation of any nature whatsoever arising out of any litigation or non-compliance of various labour and other legislations as determined by concerned Government Authorities shall be solely and directly borne by the service provider. The Service provider shall indemnify IMU-KC, in the event of imposition of any such penalty / damage / claim / compensation etc to the fullest extent of such penalty etc.
- 5.7. The service provider shall alone be responsible & entitled to act in pursuance of this Contract and the service provider shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.
- 5.8. IMU-KC reserves the right to increase or decrease the number of personnel. The Bidder should be able to provide 3 times the number of personnel as

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mentioned in this tender document. The addition personnel if asked will be needed to be deployed within 2 days of the requisition.

- 5.9. In the event of any losses or damages to any Properties or effects of University by theft, Pilferage, the service provider shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University, if such loss is attributable to the conduct of security staff deployed by the service provider.

6. BIDDER'S COVENANTS

- 6.1. The selected Bidder will issue detailed working instructions to their employees which should have prior approval by the director, IMU-KC KC. This, inter-alia, implies that each individual should know and execute his responsibilities, as per the instruction issued to them by IMU-KC. The administrative issues like leave, weekly off, discipline etc. of the Security Guards are the responsibility of the service provider.
- 6.2. It will be the responsibility of the service provider to provide all security personnel with **Uniform (uniform includes 2 sets each of shirt, pant, socks and 1 set of shoes, name badge, belt and cap atleast), Identity Card, Torch light, Baton (Lathi), Whistle** etc. by the service provider at his cost. Guns will also be provided by the service provider to gunmans.
- 6.3. The service provider will provide **four Walkie Talkies** for operations which will be purely service provider's property. These Walkie talkies range should cover entire IMU-KC. All the Walkie talkies should always be functional and if there is any defect in any of the Walkie talkie it should be instantly replaced with spare Walkie talkies. Availability of spare of Walkie talkie and its consumables like battery, bulb etc., will be responsibility of the service provider.
- 6.4. One Bicycle or any other two wheeler for patrolling (by Security/Assistant Security Officer) is to be provided by the service provider. The maintenance of the vehicle is the responsibility of service provide. Penalty will be applicable in case of non compliance by the service provider.
- 6.5. The service provider should furnish two copies of the bio-data (format- Appendix II). All original documents are also needed to be submitted for verification by IMU-KC. All the documents are needed to be submitted **atleast six days** before the start of the period of contract for verification by the Officer in Charge IMU-KC. After verification all the original documents with one

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copy of bio-data will be returned to the service provider as approved or disapproved. In case the bio-data is disapproved then the service provider is needed to provide a second list of bio-data for approval within 2 days of intimation. A third opportunity will be given to service provider for providing bio-data of eligible security personnel within two days of intimation of their failure in the second attempt also. However failure in the third attempt may result in termination of the contract and forfeiture of security deposit, as it will be considered that the service provider does not have eligible security personnel for deployment in the campus. The Service Providers are advised to read the bio-data carefully before submitting.

- 6.6. On their first deployment in the campus, no Security Personnel will be allowed to attend the duty without approved biodata and without uniform and all other accessories to be provided to them by the service provider.
- 6.7. The service provider should furnish to the IMU-KC the bio-data of any changes of the personnel posted in the IMU-KC within 24-hours of the deployment. IMU-KC reserves the right to reject any person posted in IMU-KC without assigning any reason. In such case the firm has to deploy the replacement within 24 hrs.
- 6.8. No Security Personnel can be deployed in IMU-KC :
 - a) against whom any police complaint (FIR or Diary) has been/was filed
 - b) against whom any disciplinary action is initiated,
 - c) who is/was terminated on grounds of misconduct/misbehaviour by any employer/ outsourcing agency.
- 6.9. The antecedents of security staff deployed should be verified by the service provider from local police authority before the start of the contract. **Police verification** report is needed to be submitted to IMU-KC before deployment of any person in IMU-KC. Security personnel employed should be in possession of Aadhar Card & ESIC Card. The copy of the Aadhar Card & ESIC Card should be produced before the start of the contract failing which the security personnel won't be engaged. An undertaking in this regard may be submitted to the IMU-KC at time of bidding.
- 6.10. Medical Certificate of the deployed security staff should be produced indicating that they are physically fit for deployment.
- 6.11. It will be the responsibility of the service provider to provide details of manpower deployed by him, in IMU-KC, to the Labour department.

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- 6.12. The service provider shall ensure adequate Supervision wherever the security services are provided.
- 6.13. The service provider should maintain a Personnel deployment Register for recording the attendance of the employees, as per the specification given by the Officer in Charge of IMU-KC. The service provider shall also provide, along with the every monthly bill, a self certification that he had raised the bills only to the extent of the deployment of his personnel and corresponding amount paid to them Plus the applicable service charges. Bill payment will be subject to certification of deployment of personnel and work done, by the Officer In charge of IMU-KC. The Service provider has to give an undertaking (on the format), which may be countersigned by the concerned officer In Charge of IMU-KC, regarding payment of wages as per rules and laws in force.
- 6.14. Security staff on off duty will not be allowed to visit any other duty points and presence at other places or even other duty points will be considered as being absent from duty place and trespassing into unauthorized territory.
- 6.15. The right to increase/decrease the strength of Security staff posted at any time rests with the IMU-KC. Unit rates shall be applied in case of such increase / decrease of the strength of such staff.
- 6.16. The following documents will be maintained by the Bidder:-
a) Daily Attendance Register
b) Area covered register
- The above Registers should be submitted to the Concerned IMU-KC Officer or his Representative for verification on daily basis and/or whenever required. IMU-KC reserves the right to demand maintenance of additional registers / data.
- 6.17. Equipment, if any, provided by IMU-KC, shall have to be returned just before the end of the contract. The service provider shall compensate IMU-KC, for the loss / damage, if any, of the equipment provided by IMU-KC.
- 6.18. In the event of any loss, theft or robbery inside the campus or damage occasioned to the Department, as a result of any lapse on the part of the service provider or its security personnel deployed in IMU-KC, which would be established after an enquiry conducted by IMU-KC, the said loss can be claimed from the service provider up to the value of the loss. The decision of the IMU-KC will be final and binding on the agency

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- 6.19. Food, Accommodation arrangements for the service provider's personnel will not be provided by IMU-KC.
- 6.20. Security staff should not be doing any private work like washing clothes, bathing etc. during duty hours. The security staffs are required to be present at duty and should not demand time to have lunch, tea, etc since the security cannot be compromised. Security personnel are prohibited from unauthorised stay inside their working area after duty hours.
- 6.21. Security staffs are prohibited from photography or exhibition of any sort unless specifically instructed by IMU-KC.
- 6.22. In any case of grouping or forming assembly, strikes, gheraoes, cessation of work by the deputed security personnel or such other incidents which will be deemed unsuitable to the atmosphere of the campus, the contract may be terminated with immediate notice. In case of such events the service provider will be imposed with penalty full service charge of the current and the previous month. IMU-KC may ask the service provider to replace any security personnel, if found involved in such activity.

7. OTHER TERMS AND CONDITIONS

- 7.1. Review: The contract is subject to quarterly appraisal and reviews by the authorities of IMU-KC and in case the job performed is not found to be satisfactory, the contract shall be terminated by giving one month notice to this effect. A record of every lapse small or big will be maintained by the IMU-KC. A monthly meeting with the Service provider or authorized Representative of the service provider will be held for review and follow-up actions.
- 7.2. The selected Bidder shall be responsible and liable for and shall indemnify IMU-KC and keep the IMU-KC indemnified, safe and harmless at all times, against:
Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by IMU-KC directly or indirectly by reason of:-
 - 7.2.1. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations here under, service, act or omission of or by the Service provider and / or any of his Staff, and/or
 - 7.2.2. Any theft, robbery, fraud or other wrongful act or omission by his staff.

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- 7.3. The service provider shall take day to day instructions from the Officer in Charge of IMU-KC.
- 7.4. The service provider shall be responsible for the good conduct and behaviour of his employees. In the event of any misdemeanour like sleeping during duty, being under the influence of liquor/drugs or indecent or insolent behaviour by any security staff found misbehaving with the staff member / student of the IMU-KC or found abetting with another person in any sorts of misdeeds, the service provider shall terminate the services of such of his employees on his own or whenever there is a recommendation of the Director or the officer in charge. In all the above terminations, the service provider shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IMU-KC, failing which it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IMU-KC will be imposed. The service provider shall issue necessary instructions to its employees to act upon the instructions given by the Officer in Charge of IMU-KC or persons authorized by the Director, IMU-KC.
- 7.5. The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Bidder shall meet any other requirements of IMU-KC communicated from time to time, relating to the Security Service.
- 7.6. All correspondence regarding Security Service & payment of bills etc., or any other matter shall be done only with the Director, IMU – KC through the Officer in Charge.

8. Security Deposit

- 8.1. **Within 3 days** of the successful bidder's receipt of notification of award from IMU-KC, the Bidder shall furnish a Security Deposit at the rate of **18%** of the contract value in the form of an A/C Payee Demand Draft drawn in the name of Indian Maritime University, payable at Kolkata towards due compliance of contract obligations to the satisfaction of the IMU-KC and to make good any loss or damage caused to the IMU-KC owing to acts in pursuance/violation of terms herein. The EMD already paid can be adjusted towards the Security Deposit, and in which case, the balance of security deposit is to be paid within 3 days of notification of award by IMU-KC - KC. If the bidder fails to submit the Security deposit to IMU-KC within the stipulated time, IMU-KC shall

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without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely and / or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.

- 8.2. Any increase in number of security personnel will result in **increase in the value of Security deposit to the tune of 18%** of the value of the increase in service. The security is needed to be deposited within three days of the receipt of order. In case if any default payment is made the service provider will have to make the complete payment with interest due on that amount. No partial payment will be accepted. However if the delay continues till the date of reimbursement of bill by IMU-KC to service provider then the same amount with interest till date will be deducted from the bill.
- 8.3. The Security Deposit will be discharged by the IMU-KC and returned to the service provider not later than 90 days following the date of completion of the service provider's performance obligations.
- 8.4. The proceeds of the Security Deposit shall be payable to the IMU-KC as compensation for any loss(es) incurred by IMU-KC resulting from the failure of the service provider to meet out its obligations under the Contract, as determined by IMU-KC. This shall be in addition to any other action/ penalty taken by IMU-KC for delays/ default/ failure on the part of the service provider.
- 8.5. If there is any delay in payment of Security deposit beyond the specified or extended time as per Clause 8.1 (Section B), **interest at the rate of 12%** per annum for the period of delay may be charged by IMU-KC, in the event of IMU-KC deciding to award the contract even after such delay. No interest is payable on the Security Deposit.

9. PAYMENT TERMS

9.1. The Service Provider shall be paid at the following rates:

9.1.1. Minimum Wages

Each Security staff will be paid for each shift of eight hour duty per day as per the Minimum Wages Act as approved by Government of India in respect of Security Staff for Area 'A' applicable for Kolkata Area, as notified by Dy. Chief Labour Commissioner(C), however for Ex-servicemen additional amount can be quoted if required in row no 5 of price bid. Whenever Government of India revises the minimum wages, the consideration will be increased

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correspondingly. **No increase in amount, other than the minimum wages in the present rate as increased by GoI will be considered by IMU-KC.** The service provider should make payment to the Security personnel at the above rates **for the period actually employed in a month on or before 5th of the following month.** The above base rate/minimum rates of wages include also the wages for weekly day of rest.

9.1.2. ESI / PF etc.

The service provider should recover the statutory contribution towards EPF/ESI organizations, from the employees and remit the same to the respective organizations along with the minimum mandatory amount of Employer's portion of the contributions in accordance with rules and within due date and also submit proof thereof to IMU-KC. Employer's Contribution with Administrative charges in a month deposited with concerned authorities can be included in the bill for the month. If the amount remitted by the service provider is less than the eligible amount relating to Employees and Employer's Contribution to the EPF & ESI organizations, such amount will be withheld from the monthly bill made by the service provider for service charges.

9.1.3. Bonus

Applicable bonus at the minimum applicable rates, as per the GoI notification, for the period of deployment of security staff is to be paid by the service provider and may be included / added to the bill for the month in which the bonus is so paid by the service provider and submit the proof and calculation of payment along with the bill.

9.1.4. Service Charges

- i. In the Price bid, Bidders are requested to quote an absolute amount on 'per shift basis' of Man-Shifts deployment towards service.

For example, the Service Charge for the month of July for the deployment of, say, **6 persons per shift in a day** will be Rs____x **3 shifts x 6 persons x 31 days** when the service charge quoted per person per shift is Rs. 20/-, the service charges has to be worked out as follows:

$$= \text{Rs. } 20 \times 3 \times 6 \times 31 = \text{Rs } 11,160.$$

- ii. Service charges will be payable for man-shift actually deployed.
- iii. Service charges so agreed shall cover all liabilities and obligation as per the terms and conditions of contract and incidental expenditure required for

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Security services and all other liabilities of the service provider including profit margin of the service provider. **All the cost related to Walkie Talkie, 2 Wheeler, Identity Card, Uniform of Watchman and their statutory requirement related to leave should be included in service charge.** Service charges so agreed shall be the consideration for covering all the liabilities and obligations as per the terms and conditions of contract, incidental expenditure and the cost of minor / tools required for the work as per the scope and all other liabilities of the service provider and profit margin of service provider.

9.2. Submission of bills:

The service provider should submit the bill to the IMU-KC on or before the 15th day of the succeeding month along with supporting documents as determined by IMU-KC including the following pertaining to the previous month:

- 9.2.1. Proof of payment of the wages paid to the Security Staff.
- 9.2.2. Proof of deposit of EPF and ESI remitted to the respective organizations within the due date as stipulated in the respective statutes.
- 9.2.3. Wage Bill Register in format prescribed by IMU-KC,
- 9.2.4. Copy of Bank advice memo for crediting to the individual SB account of the Security staff.
- 9.2.5. Any other documents / proof as required by the Director /Officer in Charge of IMU-KC for verification Calculation sheet showing the total amount of Service Charges payable etc.

The service provider should ensure that the net amount as per the Wage Bill Register agrees with the amount deposited with the respective Savings Bank (SB) accounts of all the Security staff. The service provider should furnish a certificate to this effect. Difference, if any, between the Net amount payable to the Security staff and amount credited to the Bank for disbursement to the respective SB accounts of the Security staff, will be withheld from the bill of the service provider.

9.3. Disbursement of Bills:

- 9.3.1. The IMU-KC - KC will, after verification of the claim for its correctness, make payment within fifteen working days after the date of receipt of the claim, complete and correct in all respects, from the service provider. No interest is payable by IMU-KC in case of any unavoidable delay in settling the bills.

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However IMU-KC would endeavor to settle the bills within said date. TDS at the rates applicable shall be deducted u/s.194 (c) of Income Tax Act 1961 on the whole amount.

9.3.2. The service provider should open a Current Account/ Savings Accounts in his name in SBIIMU-KC branch and make all payments relating to Security Service in IMU-KC to his security staff through fund transfer from the said current/ SB Account and through the SB Accounts of security persons deployed by the service provider in IMU-KC. No cash payments should be made to any security staff whether it is wages or advance. Such cash payments will not be considered by the IMU-KC, as payment by the service provider. In this regard, IMU-KC, if deemed necessary, may seek proof of bank accounts of the persons deployed by the service provider in the format prescribed by IMU-KC.

9.3.3. Recoveries from persons deployed by service provider:

The bidder should **NOT** recover any amount from the wages payable to the security staff **OTHER THAN** Employees portion of EPF / ESI Contribution as per rules.

9.3.4. Setting off of service provider's bills:

IMU-KC shall be entitled to set off the following against and deduct and recover from the service charge and any other sums payable by IMU-KC to the service provider at any time:

- (i) Tax, levy or any other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now in force or which may come into force during the currency of this Agreement.
- (ii) Any and all amounts which may be or become payable by the Service provider to IMU-KC under this Agreement.

10. TERMINATION

10.1. Either party may terminate the contract by giving the other party three month prior written notice of the same and this Agreement will stand terminated on the expiry of the three months period provided always that the service provider has fulfilled and complied with all his obligation to the IMU-KC in connection with and under this Agreement up to the date of such termination. In case of withdrawal by the service provider, before completion of one year, Security deposit will be forfeited. Withdrawal by service provider without

Signature of Bidder

advance notice of 3 months may lead to black listing in addition to forfeiture of Security deposit.

- 10.2. In case of breach of any of the terms of this Agreement by the service provider, IMU-KC shall be entitled to terminate this Agreement immediately without giving any written notice to the service provider for the same. In such a case, IMU-KC shall be entitled to retain hereunder or which become due after termination thereof, any amount which, according to IMU-KC is due and owing to it by the service provider arising directly under this Contract.

11. POST TERMINATION RESPONSIBILITY OF THE SERVICE PROVIDER

- 11.1. Upon termination of this Agreement, the service provider shall immediately deliver to IMU-KC all the documents/ tools/ equipment and any/ all data pertaining to IMU-KC, held by it or in the possession/ custody/ control of his staff, to IMU-KC. The service provider shall also forthwith remove all his staff together with his machines/ his equipment / his tools whatsoever from the premises of IMU-KC as directed by the IMU-KC. IMU-KC reserves the right to demand from the service provider to finish any particular work/ works which may at the date of termination stands incomplete in full or part.
- 11.2. Any breach of the obligation or delay in its implementation of post termination responsibilities of service provider shall without prejudice to IMU-KC's other rights at law will, result in levy of compensation at the rate of Rs.1000/- per day with interest thereon upto the rate of 12% per annum. This amount may without prejudice to all other rights of recovery vested as per law with IMU-KC also be recovered from the amount outstanding to the service provider.

12. NON EXCLUSIVE

It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. Provided, however, the service provider shall ensure that his entering into agreements with other parties, shall not in any way conflict with or affect IMU-KC's interests, rights, remedies under this Agreement or in law.

13. Arbitration & Jurisdiction

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or

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interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by IMU-KC. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Kolkata. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Kolkata.

14. AGREEMENT

Agreement has to be executed by the successful service provider as per these Terms and Conditions of the tender.

Director

Signature

Authorized representative with Seal

Signature of Bidder

Appendix: I

Shift Duration, Time and Number of Security Guards

SHIFT NO.	1st Shift	2nd Shift	3 rd Shift
SHIFT TIMINGS*	06.00 hrs – 14.00 hrs.	14.00 hrs – 22.00 hrs	22.00 hrs – 06.00 hrs

* The shift timings may be altered as per the requirement.

SI	Post	No.	Location
1	Security Officer	1	IMU-KC
2	Assistant Security Officer	2	IMU-KC
3	Security Personnel (Ex-Serviceman)	15	IMU-KC
4	Security Personnel (General)	17	IMU-KC
5	Security Personnel (General)	4	Management Block
6	Security Personnel (General)	4	Guest House
Total Personnel		43	

Reliever of the Security Personnel

For providing weekly off and leave of the ex-serviceman, reliever should be deployed by the service provider. Actual number of relievers required should be ascertained by the service provider as per the details mentioned in table above. However the service provider is needed to get the bio-data approved for deployment of the reliever also. All the terms and conditions including payment terms and any other statutory obligations of the reliever will be same as that of the ex-serviceman to whom he is reliving. However reliever for Security Officer and Assistant Security Officer are not required. Senior most ex-servicemen may be asked to work as reliever with no extra remuneration, in case of exigencies. No reliever for Security personnel (general) is required.

Qualification of Security Personnel

1. Security Officer – An ex serviceman of the rank of JCO and above.
2. Assistant Security Officer – An ex serviceman of the rank of Havildar / Equivalent and above
3. Ex Serviceman – As per the definition of ex serviceman levied by Central Government.
4. Security and Assistant Security Officer should be gun man with valid license.
5. Age of the security personnel should not be more than 60 yrs. The person who is going to attain the age of 60 yrs in this cycle of 1 year should not be engaged by the service provider.

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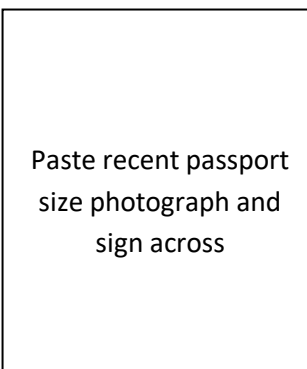
BIO DATA OF THE SECURITY PERSONNEL

Name : _____

*Age (as per ESIC Card or Matriculation Certificate) : _____

*Local Address :-

*Permanent Address:-



*Educational Qualification :

General/Ex-Serviceman : _____

(In case of Ex-Serviceman mention Security or Assistant Security Officer, if applicable)

*If Ex-Servicemen:-

- i. Discharge Book No. :
- ii. Discharge Certificate No. :
- iii. Date of Discharge :
- iv. Forces in which engaged in past (Army/Navy/Air Force/Other) :

*AADHAR No. : _____

*Medical Certificate No. and date: _____

*Police Verification Certificate No. and date: _____

[Self attested copy of the proof is needed to be attached with the bio data for the items marked in asterisk ()]*

DECLARATION:-

I undertake that I will not be involved in any unlawful activity. I will not instigate or participate in any strike, gherao etc. I will not form any kind of group, association etc., failing which I would be liable for termination at any time. I will put forward my grievances, if any, only through the proper channel.

Date:

Signature of the Security Personnel

I undertake that the detail mentioned above are true and correct in all respect.

Signature and stamp of the service provider

Signature of Bidder

Annexure-I

(Technical Bid-Cover 1)

[On the Letter head of the Bidder and to be put in a separate sealed cover]

Tender for "Providing Security Service at Indian Maritime University Kolkata Campus at Kolkata"

Ref: IMU-KC's Tender Notification No. IMU-KC/Security Service/2016-17/1 dated: 15.02.2018.

From

Name & Address of the Bidder

Ph:

Email:

To

The Director,

Indian Maritime University,

P-19, Taratala Road

Kolkata - 700088.

Dear Sir,

We hereby submit our Technical Bid for "Security Service" at IMU-KC as detailed below.

1. Experience in the business of providing Similar Service Since 2012-2013 or earlier:

Sl	Eligibility Criteria details	Bidders Confirmation
1	Whether in the business of Providing Similar Service Since 2012-2013 or earlier & meet this eligibility criteria (Yes / No)	
a)	Since which Year?:	

Signature of Bidder

b)	Mode of Proofs enclosed:	Page No.
(i)		
(ii)		
(iii)		
(iv)		
(v)**		

** - May add more rows as required

2. A. Similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2012-13 to 2016-17):

Sl	Eligibility Criteria details	Bidders Confirmation
A	Whether carried out similar service with minimum value specified in any one of the three set of minimum service values (a or b or c) during 2012-2013 to 2016-17& thereby meet this eligibility criteria (Yes / No)	
a)	At least one similar service with a minimum value of 1.5 crore: (Yes / No)	
b)	At least two similar services with a minimum value of Rs.1 crore each (Yes / No)	
c)	At least three similar service to the value of Rs.75 lakh each (Yes / No)	

2. B. Details of similar service with minimum value specified in any one of the three set of values (a or b or c) carried out during the last five financial years (2012-13 to 2016-17):[in proof of sl. No. 2-A above):

B	Mode of Proofs enclosed: (With Name, Address & Contact No. of the Client for whom Security Services was provided)	Value of the Work (Rs)	Page No.
(i)			
(ii)			
(iii)			

Signature of Bidder

(iv)			
(..)**			

** - May add more rows as required

Note: ""Similar Service" means contract for providing Security Service with Government / Semi-Government/ Public Sector organisations/ National level educational institute like IIT, IIM, NIT and Universities/ Banks/PSU's/ Public Limited / Private Limited (of work force not less than 100 employees) Companies.

3. Minimum Annual turnover

(Rs. In Lakh)

Sl	Eligibility Criteria details	Bidders Confirmation	
(i)	Whether the bidder has a minimum Annual turnover of Rs. 5 crore during each of the last three Financial years (2014-15, 2015-16 and 2016-17) [YES / NO]		
	Year / Proof enclosed	Turnover	Page No.
(ii)	2014-15 /		
(iii)	2015-16 /		
(iv)	2016-17 /		

4. Other Eligibility Criteria & Essential requirements and other details :

Sl	<u>Particulars</u>	Bidders Confirmation / Details	Details of Proof enclosed	Page No.
(i)	Whether the Bidder have a valid PAN and GST		Copy of PAN or Income Tax Returns and GST	
(ii)	Whether the Bidder has covered their Staff employed under ESI and PF other [YES / NO]			
(iii)	Whether obtained License Under			

Signature of Bidder

	Contract Labour (R&A) Act [YES/NO]			
(iv)	Whether the Bidder has been debarred or blacklisted by any Government department / agency so far on account of fraudulent or corrupt practices or inefficient / ineffective performance [YES/NO]		Declaration to this effect	
(v)	Whether the Bidder has attached EMD for an amount of Rs.3,00,000 from Nationalized or scheduled bank [YES/NO]		Original DD No. _____ enclosed with technical bid	
(vi)	Whether the bidder inspected the site. If so, date and time of inspection of site: [YES/NO]		NA	NA
(vii)	Form of Organization [Sole proprietorship / Partnership / PVT Ltd Company etc]:			
(viii)	Provident Fund Number			
(ix)	ESI Number			
(x)	Other Modes of Proof enclosed			

Name, Designation, Address and Telephone No. of Authorized person(s) of Firm / Agency:

I am also enclosing bidder memorandum and undertaking duly signed by me /us.

Declaration

I / We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I /we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be

Signature of Bidder

summarily rejected at any stage and my /our firm is liable to be blacklisted / debarred by IMU-KC for at least 3 years, in addition to any other right or remedy available to IMU-KC including forfeiture of EMD, Security Deposit etc.

Date:

Signature with Seal of
Authorized Signatory

Place:

Signature of Bidder

BIDDER MEMORANDUM & UNDERTAKING

[to be signed enclosed with technical bid by the bidder]

1. General Description
Tender for Providing "Security Services" at Indian Maritime University Kolkata Campus at Kolkata. Tender No. IMU-KC/Security Service/2017-18/1 dated: 15.02.2018.
2. Period of Contract
One year from the date of commencement of work.
[The contract is extendable at the same terms and conditions by one more year (twice) subject to providing of service to the satisfaction of IMU-KC, at the option of IMU-KC]
3. Forfeiture of Earnest Money Deposit & Undertakings by the Bidder
Should this tender be accepted in whole or in Part, I / we here by agree:
 - a) to terms and abide and fulfil all conditions annexed hereto and all the terms and provisions contained in all parts of the tender documents so far as applicable and/or in default thereof the EMD paid by us will be forfeited in favour of IMU-KC.
 - b) To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein, and carryout such deviations as may be ordered by IMU-KC.
 - c) This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake to abide by all the terms and conditions laid down in the tender/bid documents.
4. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other Charges applicable from time to time. I/We will pay the wages to the Personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully & solely responsible for any violation.

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:

Signature of Bidder

INDIAN MARITIME UNIVERSITY

KOLKATA CAMPUS

P-19 TARATALA ROAD, KOLKATA, 700 088



Tender For Providing:

'SECURITY SERVICES'

at IMU- Kolkata Campus

Tender No.: IMU-KC/Security Service/2017-18/1 dated 15.02.2018

Volume .II

PRICE BID

Signature of Bidder

FORM OF TENDER

NOTE: This Memorandum forms part of the Tender and this should be duly filled in, signed & sealed and enclosed along with the Tender.

To

The Director,
Indian Maritime University (Kolkata Campus),
P-19, Taratala Road
Kolkata - 700088

Sir,

Being duly authorised to represent and act on behalf of hereinafter called "the bidder" and having visited the site and examined the Conditions of Contract, Specifications, Schedules and Bill of Quantities for the Tender for "Providing Security Service" at Indian Maritime University - Kolkata Campus, Taratala at Kolkata.

1. We offer to execute the work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of as per the detailed price bid enclosed.
2. We undertake, if our Tender is accepted, to achieve completion of the service for the periods specified in this Schedule.
3. We agree to abide by all the terms and conditions of the Tender in all its parts including its annexure & forms, for a period of One year from the date of commencement of work as per the tender document or such further period as may be mutually agreed, it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of One year or such extended period as mutually agreed upon, I/We forfeit and forgo the Security Deposit to IMU-KC.
4. Unless and until a formal Agreement is prepared and executed, this tender, together with our written acceptance thereof, shall constitute a binding contract between us.

Signature of Bidder

5. I/We understand that the Indian Maritime University, (Kolkata Campus) reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender(s).I/We agree that the Indian Maritime University Kolkata Campus will not be liable for any such action and will be under no obligation to inform the bidder of the grounds for such action.
6. If our tender is accepted we understand that we are held fully responsible for the due performance of the contract.
7. We agree to execute all the works referred to in the tender documents in accordance with the terms and conditions contained or referred to therein and to carry out such deviations as may be communicated by IMU-KC.

SIGNATURE:

FOR AND ON BEHALF OF:

DATE:

Signature of Bidder

INDIAN MARITIME UNIVERSITY- KOLKATA CAMPUS

Priced Bill of Quantities for Providing Security Service” at Indian Maritime University- KC at Kolkata.

PRICE BID

Providing “Security Service” at Indian Maritime University Kolkata Campus as per the scope of work mentioned in the tender document complying with all the conditions, stipulated in various parts of the tender documents including its annexure and schedules. The rate is inclusive of Replacement for leave / absence of personnel deployed and all taxes ** (except GST), levies, duties, Bonus and service charges etc.

(**GST is to be added in the price bid and price should be quoted including all taxes except GST. GST to be shown separately in the Price Bid with proof for the rate of deduction charged. Price bid evaluation will be made based on Rates quoted exclusive of GST and it will be added to the net rates at the stage of award of the contract, if such GST etc. is applicable to IMU-KC.).

Signature of Bidder

DETAILED PRICE BID

PART A – Wages for Security Personnel

Sl	Description	Amount (Rs.)			
		Security Personnel	Ex Service man	Assistant Security Officer	Security Officer
1.	Wages Basic per head – Per month(Basic Minimum Wages per day x 26 days)	637	637	693	693
2.	Wages VDA per head – Per month(VDA on Minimum Wages per day x 26 days)	16	16	17	17
3.	Sub - total [Basic + VDA] = Minimum wages per day	653	653	710	710
4.	Wages (Basic + VDA) per head – Per month(Minimum Wages per day x 26 days)	16978	16978	18460	18460
5.	Ex Service man and Supervisory charges	-----			
6.	P F @ 13.15% of Sl. 4 - Per Month per head	1973	1973	1973	1973
7.	E S I @ 4.75% of Sl. 4 – Per Month per head	806	806	806	806
8.	Bonus Per month @ 8.33% of Rs 7000 (i.e. minimum limit) - per head	583	583	583	583
9.	Total manpower cost per head (Sl.4+5+6+7+8) per month	20,340			

PART B – Price Bid for assessment of Tender

10.	No. of personnel to be deployed*	25	18	2	1
11.	No. of Man-Shifts deployment per month*	570	450	60	30
12.	Service charges per month for the service provider including their profit margin covering all the obligation of the bidder as per the tender document. [Sl 11] x[Rs _____ (as fixed amount per head per shift)]				
13.	Manpower Cost [(Total Manpower cost per head as per Sl 9 x no. of personnel as				

Signature of Bidder

	per Sl 10) + Service Charges as per Sl. 12]				
14.	Total cost per annum (12 months x Sl. 13) for all persons [manpower cost including service charges].				
15.	GST @ ____% (Mode of proof for rate to be attached) x Sl 14				
16.	Total Charges for Providing 'Security Service including GST (Sl 14 +Sl 15)				

Notes to Price Bid

1. *The details mentioned in part B of Price bid is for evaluation purpose only. The actual no. of personnel required and shift detail will be as per Appendix I only.
2. Security Officer and Assistant Security officer should be gun man.
3. The service charges will be paid for actual no. of personnel deployed shift wise. For any reason, if no any personnel is deployed in a shift, no service charge will be paid for that shift.
4. For reliever charges please refer Appendix I.
5. All the cost related to Walkie Talkie, 2 Wheeler, Identity Card, Uniform of Watchman, Torch light, Lathi, Whistle, Gun etc and their statutory requirement related to leave and any other charges mentioned elsewhere in tender document should be included in service charge as mentioned in Sl No.12.

Yours faithfully,

Date

Place: Signature with Seal of Authorized Signatory

Signature of Bidder