TENDER DOCUMENTS

for
monitoring the incoming and outgoing movements and materials and safety of office, installations and other assets at EZCC Kolkata and Shantiniketan complex.
Notice Inviting Tender

For providing services of monitoring the incoming and outgoing movements of person and materials and safety of office, installations and other assets at the premises of Eastern Zonal Cultural Centre, Kolkata and Shantiniketan complex.

GENERAL TERMS AND CONDITIONS

1. Sealed tenders are invited from the reputed and experienced agencies for providing services of “Monitoring the incoming and outgoing movements of person and materials and safety of office, installations and other assets at the premises of Eastern Zonal Cultural Centre, Kolkata” as mentioned above on contract basis on payment of lump sum composite monthly service charges, exclusive of service tax which will be paid as per the rates prescribed by the Government from time to time. The agency should also, along with their tender, furnish, in a separate sealed envelope, complete break up of their rates showing how they will comply with the minimum wages and other statutory regulations like ESI, EPF, Bonus, etc and the lump sum agency charges comprising their own administrative expenses and profit (not an percentage basis). In absence of this break up, their tender will be liable to be rejected. The rates and figures for each component of statutory liabilities should be supported with copies of the relevant Acts, Rules or orders issued by the Government.

2. Tenders submitted in double sealed cover with the name of the work written on the envelope will be received up to 2.00 p.m. on 24.03.2017 along with earnest money of Rs30,000/- (Rupees Thirty thousand only) in the form of demand draft drawn in favour of Eastern Zonal Cultural Centre and payable at Kolkata or in cash. The tenders will be opened at 4.00 pm on the same day.

3. The term “Agency” wherever mentioned in the NIT shall mean the Agency selected for award of the contract.

4. The Centre does not bind itself to accept the lowest tender and reserve the right to reject or partially accept any or all of the tenders received, without assigning any reason.
5. Tenders which do not fulfill all or any of these conditions or are incomplete in any respect, are liable to summary rejection without assigning any reason.

6. Tenders incorporating additional conditions are liable to be rejected.

7. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to such canvassing will be liable to rejection on this ground alone.

8. Before quoting the service charges the Agency must assess the quantum of work involved after going through the specifications of work given in the Annexure-1 and physical inspection of the premises.

9. Along with the tender, the agency must submit a detailed “work plan” showing the no. of persons to be deployed and how they propose to render services under this contract. The “work plan” indicating the services to be rendered under this contract has to be appended as annexure to the tender. It is to be noted that feasibility/acceptability of the rates quoted by the agencies shall be assessed on the basis of their respective work plan. In absence of this, tender is liable to be rejected.

10. Consolidated service charges should be quoted for the contract on monthly basis and as a token of acceptance of all the terms and conditions mentioned in this NIT the agency shall submit this tender after signing all pages and quoting the rates on the format given at the end of this tender paper.

11. While submitting tender the Agency must note that there will be no revision in the Agency charges comprising their own administrative expenses and profit on any ground whatsoever during the entire of the contract as mentioned in clause 38 herein below. However, in case of revision of minimum wages or any other statutory charges made by the Government, the service charges shall be revised to the extent of the liabilities arising on that account only.

**CREDENTIALS**

12. The Agency shall declare in writing that none of their partners is any way related to any Officer of Eastern Zonal Cultural Centre, including the units under the control.

13. The Agency must have a local office with a regular telephone and other means of communication like fax/e-mail etc, both in the office as well as in the residence(s) of partners/Directors/Proprietor.

15. All credentials of the Agency, including financial standing, registration with Govt. Depts. /Organizations, Semi-Govt., Non Govt., autonomous body, public body, local Govt. Civil body and public institutions/organizations etc., are to be submitted along with the tenders Agencies not having either adequate credentials or the experience to take up contracts of such magnitude, need not submit tenders.

RESPONSIBILITY OF THE AGENCY

16. The Agency shall ensure that all statutory wages and allied benefits like P,F, Bonus, ESIC. etc., as are prescribed by the Government from time to time, are paid to their staff deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt, for this purpose and shall also liable for many contravention thereof. The Agency shall have to abide by the minimum wages as per law to their staff deployed at any time by them in the campus of the Centre for the purpose of this contract.

17. The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at the Centre in their respective names each month while submitting their bills for the subsequent month. In case the Agency fails to do so, their bills will be withheld till submission of required documents.

18. The Agency shall pay wages to the personnel deployed by them by the 7th of every month in the presence of an authorized officer of the Centre who shall record a certificate to that effect in the acquaintance roll, a copy of which will have to submitted by the agency along with their bill for the relevant month.

19. The Agency shall obtain necessary License etc, as required under Contract Labour (Regulation & Abolition) Act, 1970 or any other act as may be applicable.

20. In case of any theft, loss of assets and disturbance affecting security etc., to the centre, the entire responsibility for recovery and legal actions starting with lodging of F.I.R. with local police in consultation with the authorities of the Museum/ Centre, upto the final recovery stage etc., will lie with the Agency.
21. A security deposit of not less than one tenth of the annual tender value, payable either in cash or in the form of a demand draft drawn in favour of ‘Eastern Zonal Cultural Centre’, is to be deposited by the Agency to cover risk or any loss caused to the Centre due to fraud, theft, pilferage, etc, the responsibilities for which are attributable, directly or otherwise, to the negligence, failure or inefficiency on the part of the agency or their employees, or any breach of contract of whatsoever nature or form on the part of the agency. In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by the Centre shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit.

22. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of the Centre regarding their services and abide by all instructions and directives issued by the Centre in this regard.

The Agency shall give or provide all necessary superintendence during the execution of the work for proper fulfilling of their obligations under the contract

23. The Agency shall maintain all relevant registers in the premises of the Centres which may have to be presented for inspection by the concerned Labour Welfare Authorities. The agency shall also put up a notice board displaying the minimum wages prescribed by the Government from time to time.

24. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the Centre for the purpose of this contract and shall keep the Centre indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or orders on their part.

25. The Agency shall not deploy any persons above 55 years of age for performing security supervisors deployed in the Centre. All the male security guards including the security supervisors deployed in the Centre shall be preferably be Ex-servicemen.

26. The Agency shall make proper verification of the particulars of their employees and issue proper identify cards to those employees who are deployed by them at any time for the purpose of this contract in order to facilitate verification of their identify by the Centre. They shall always wear the identify card while inside the premises of the Centre.
27. The Agency shall be liable to comply with the directions of the Centre, to remove within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.

28. All employees deployed by the Agency for rendering these services in the Centre, must remain in proper uniforms. The Agency shall supply at their cost uniforms, raincoats, woolen clothing, sticks, torches with batteries and other stationary items required for carrying out the work.

29. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of the Centre and remove all their persons and materials from the campus within 24 hours.

30. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of the Centre by persons engaged by the Agency.

31. The Centre shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.

32. The area and scope of work will be as per the requirement of the Centre from time to time. Any extra work arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given before 24 hours by the Centre.

33. The Centre shall pay to the Agency nothing more than the amount as may be due under the contract terms.

34. The Agency shall ensure/impart training to their employees deployed in connection with this contract, on metal detector operation, frisking, vehicle check, fire fighting and such other security measures as are essentially required in a public place like the Centre.
C. PAYMENTS:-

1. The payment will be made monthly basis by A/C payee cheque within 30 days from the date of submission of the proper and pre-received bill, duly certified by the authorized representative of centre for the operation/works and by running bill for the repairing work. In case of the agency’s failure to provide requisite services on particular day/days; proportionate deduction shall be made from the bill.

D. TENURE AND VALIDITY:-

1. In the beginning, the contract would be for an initial period of one year with a provision for continuance for a further period of two years depending upon the performance of the agency, provided EZCC desires it.

2. For reason other than mentioned in the clauses above, the contract can be terminated by either party by providing clear one month notice in writing.

E. SUBMISSION OF TENDER:-

1. Tender must be submitted in clearly marked the name of work and date of opening.

2. The earnest money as mentioned in A-2


4. The duly signed complete tender as a token of acceptance of the terms & condition strictly without any additional conditions.

5. Technical bid & Price bid strictly in the format annexed to be typed/written on the Agency’s letterhead. The tenders not submitted in above manner/format are liable for rejection.
FORMAT FOR SUBMISSION OF OFFERS BY THE TENDERS
(To be submitted on the Agency’s Letter Head)

To
The Director
Eastern Zonal Cultural Centre,
IB-201, Sector –III, Salt Lake City, Kolkata-700106

Sir,

We have read, understood and accepted all the terms and conditions as stipulated in the Notice Inviting Tender for Monitoring the incoming and outgoing movements of persons and materials and safety of office, installations and other assets at EZCC, Kolkata and Shantiniketan complex.

<table>
<thead>
<tr>
<th>Centre</th>
<th>Tentative nos. of Monitoring Services personnel</th>
<th>Part-A (Monthly Service charges of the Agency comprising their own administrative expenses and remuneration/profit)</th>
<th>Part-B (Amount towards monthly payment of wages and other statutory liabilities in respect of persons to be deployed by the Agency, based on the prevailing Minimum wages rate of central Govt.,)</th>
<th>Rate of consolidated monthly service charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aikatan and Bharatiyam complex</td>
<td>12nos</td>
<td>(Rupees)</td>
<td>(Rupees)</td>
<td>(Rupees)</td>
</tr>
<tr>
<td>Srijani Complex, Santiniketan, Bolpur</td>
<td>06nos</td>
<td>(Rupees)</td>
<td>(Rupees)</td>
<td>(Rupees)</td>
</tr>
</tbody>
</table>

We hereby agree to undertake the contract for Monitoring the incoming and outgoing movements of persons and materials and safety of office, installations and other assets of Eastern Zonal Cultural Centre, Kolkata and Santiniketan complex as per requirement indicated in the Annexure-1 of the Notice Inviting Tender for a composite monthly service charge of Rs.-------------------------- (Total of Part-A and Part-B) for Kolkata complex and Rs.-------------------------- (Total of Part-A and Part-B) for Santiniketan complex for a separate envelope.

Demand draft No.-------------------------- dated-------------------------- for Rs.-------------------------- drawn on -------------------------- in favour of Eastern Zonal Cultural Centre is enclosed towards payment of EMD & Cash receipt No.-------------------------- dated-------------------------- for Rs.-------------------------- towards the cost of Tender documents are submitted in the sealed envelope marked as Part-1.

Encl. As stated

Name and Address of the Agency

(Seal & Signature)

Date:
Place:
Registration Form for the service of monitoring the incoming and outgoing movements and materials and safety of office, installations and other assets at EZCC Kolkata and Santiniketan complex.

1. Name of Agency:

2. Full postal address:

3. Telephone/Fax number(s)/E-mail ID
   Office:
   Residence:

4. Whether proprietorship or partnership
   Business or company:

5. Name & address of Proprietorship/all
   Partners/Directors of Company:

6. Whether you have trade license to carry out the contract work
   (enclose Xerox copy of the license):

7. Whether you have license issued by the competent authority under the contract Labour
   (Regulation & Abolition Act)
   (enclose Xerox copy of the license obtained for any such contracts recently):

8. Number of employees in the office:

9. Total number of employees employed in all sites for monitoring the incoming and outgoing movements and materials and safety of office, installations and other assets:

10. Name & full address of all organizations where the Agency is presently having monitoring the incoming and outgoing movements and materials and safety of office, installations and other assets:
11. Name & full address of Banker : 

12. Whether Income Tax is paid by the Agency (If so latest Income Tax clearance certificate/Pan Card) : 

13. Whether the firm has got valid Service Tax Registration and if so, copy of the same may be enclosed : 

14. Valid EP F Registration No. : 

15. Valid ESI Registration No. : 

Date
Signature with date & seal

Copies of all credentials relevant to the state of West Bengal must be enclosed, failing which the Registration Form is liable to be rejected