



**INDIAN COUNCIL FOR CULTURAL RELATIONS**  
**RABINDRANATH TAGORE CENTRE**  
**9-A, HO CHI MINH SARANI, KOLKATA – 700 071**

No.ICCR-RTC/Tender/SS/2016-17

18.01.2017

TENDER FOR PROVIDING SECURITY MANAGEMENT SERVICES AT INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE (ICCR, RTC),9A-HO CHI MINH SARANI, KOLKATA – 700 071.

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No. ICCR-RTC/Tender/SS/2016-17  
Indian Council for Cultural Relations  
Rabindranath Tagore Centre  
9-A, Ho Chi Minh Sarani  
Kolkata – 700 071

**SECTION-1**  
**(NOTICE INVITING TENDER)**

No. ICCR-RTC/Tender/SS/2016-17

Dated: 18.01.2017

**NOTICE INVITING TENDER**

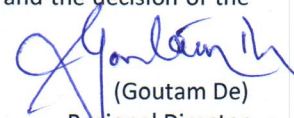
Subject: PROVIDING SECURITY MANAGEMENT SERVICES AT INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9-A, HO CHI MINH SARANI, KOLKATA – 700 071

On behalf of the President of India, The Indian Council for Cultural Relations [ICCR], Rabindranath Tagore Centre, Ministry of External Affairs, Govt. of India, invites sealed cover manual bids for providing security management services at Indian Council for Cultural Relations, Rabindranath Tagore Centre, 9A-Ho Chi Minh Sarani, Kolkata – 700 071 from registered and authorized companies as per details given in the tender documents.

Tender No. ICCR-RTC/Tender/SS/2016-17	Dated: 18.01.2017
<b><u>Important Dates</u></b>	
Date of publishing	18.01.2017 (1700 hrs)
Bid Document Download Start Date	18.01.2017 (1730 hrs)
Bid Submission Start Date	19.01.2017 (1000 hrs)
Bid Submission End Date	08.02.2017 (1700 hrs)
Date of Technical Bid Opening	14.02.2017 (1100 hrs)
EMD & Tender Fee to be submitted in the form of Demand Draft in favour of "Indian Council for Cultural Relations, Kolkata" by 1700 hrs on 08.02.2017	Rs.1,20,000/- & Rs. 1500/- respectively

2. Manual bids shall be submitted in a sealed cover addressed to "The Regional Director, ICCR, 9A-Ho Chi Minh Sarani, Kolkata – 700 071". Tender document fee of Rs1500/- and EMD of 1,20,000/- are payable by way of Demand Draft drawn in favour of "Indian Council for Cultural Relations, Kolkata" along with the bid documents.

3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Indian Council for Cultural Relations shall be final and binding.

  
(Goutam De)  
Regional Director  
Tel : 033-22820402

Contd....2/-





No. ICCR-RTC/Tender/SS/2016-17

Indian Council for Cultural Relations  
Rabindranath Tagore Centre  
9A-Ho Chi Minh Sarani  
Kolkata – 700 071

**SECTION-2**

**(AFFIDAVIT)**

(ON NON-JUDICIAL STAMP PAPER OF RS.10/)

**AFFIDAVIT**

I/we

.....  
Partner(s)/Legal Attorney/Proprietor(s)/Accredited Representative(s) of  
M/s.....solemnly declare that:

2. I/we are submitting tender for Security Management Services against Tender Notice No. No. ICCR-RTC/Tender/SS/2016-17 dated 18.01.2017
3. I/we do not have any relative working in Indian Council for Cultural Relations in any offices of its Head Quarters or Regional Offices or Indian Cultural Centres.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is " WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firms etc.
9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that ICCR, Kolkata is not bound to accept highest ranked bid / lowest bid or any other bid that ICCR, Kolkata may receive.

(Signature of the Tender with Seal)  
Seal of Notary  
Date :

Contd....3/-





No. ICCR-RTC/Tender/SS/2016-17  
Indian Council for Cultural Relations  
Rabindranath Tagore Centre  
9A-Ho Chi Minh Sarani  
Kolkata – 700 071

**SECTION-3**  
**(INSTRUCTIONS TO BIDDERS)**

**1. MINIMUM ELIGIBILITY CRITERIA**

1.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

- (a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the companies Act, 1956. Bidding in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. A copy of complete 'Memorandum of Article of Association' to be submitted along with the bid.
- (b) **Registration:** The Bidder must be registered with the Income Tax, registered under the Labour Laws/Rules, Employees Provident Fund Organization, Employees State Insurance Corporation.
- (c) **Licenses:** The Bidder must have appropriate Licenses from Sales Tax Department, Income Tax Department (TIN/TAN/PAN) & Private Security Agency Regulation Act (PSARA).
- (d) **Experience:** Successfully managed and provided Security Management Services in at least three works of similar nature, with Security Management Services as a part of at least one to them, with yearly value of not less than Rs. 50,00,000/- (**Rupees Fifty Lakhs**) for each work in the Central/State Govt Departments / Ministry / Organizations of the Government of India / State Govt/ PSUs or big reputed Private Organizations during the last five years as on 31.03.2016.
- (e) The agency should have average financial turnover of **Rs. 3 crore (Rupees three crores only)** per annum for each of the last three financial years ending 31.3.2016.
- (f) The weightage would be given to the agency having global working license.

1.2 Documents supporting the Minimum Eligibility Criteria:

- (a) In proof of having fully adhered to the minimum eligibility criteria at 1.1 (a), attested copies of certificates of incorporation and Memorandum of Article of Association issued by the Registrar of companies shall be accepted. Attested copies of these documents to be submitted with Technical Bid.
- (b) In proof of having fully adhered to minimum eligibility criteria at 1.1(b), attested copies of PAN, TAN, TIN, VAT/Sales Tax, Labour Registration, EPFO Registration, ESIC Registration shall be submitted. Attested copy of these documents to be submitted with Technical Bid. Valid license of Private Security Agency Regulation Act (PSARA) must be in the name of bidder. Copies to be attached with bidding document.
- (c) In proof of having fully adhered to minimum eligibility criteria at 1.1(c), attested copies [by Chartered Accountant] of Clearance Certificate (Last three years returns) from Sales Tax /VAT Department, Service Tax Department, Income Tax Department shall be accepted. Attested copy of these documents to be submitted with Technical Bid. Valid license of Private Security Agency Regulation Act (PSARA) must be in the name of bidder. Copy to be attached with Technical bid.
- (d) In proof of having fully adhered to minimum eligibility criteria at 1.1(d), attested copies of Work Order for completed work issued by the Central/State Government Departments/ Ministry/ Organizations of Government of India/State Government /PSUs or big reputed private organizations shall be accepted. Attested copies of these documents to be submitted with Technical Bid.
- (e) In proof of having fully adhered to minimum eligibility criteria at 1.1(e), attested copy of the audited balance sheets for the completed three financial years i.e. for 2012-13, 2013-14 and 2014-15 [2015-16, if audited, P&L Account & Balance Sheet must be attached for 03 years] shall be accepted. Attested copies of these documents to be submitted with Technical Bid. Should not have incurred loss during the last three financial years and should have a positive net worth.





## 2. SUBMISSION OF BIDS:-

2.1. The sealed cover bid shall be submitted manually addressed to the "Regional Director, ICCR, 9A-Ho Chi Minh Sarani, Kolkata – 700 071".

2.2 Both technical and financial bids are to be submitted concurrently manually to the Regional Director, ICCR, 9A-Ho Chi Minh Sarani, Kolkata – 700 071.

## 3. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

3.1. The Earnest Money Deposit (EMD) of Rs. 1500/- and Tender Fee of Rs.1,20,000/-, both in the form of Demand Draft in favour of "Indian Council for Cultural Relations, Kolkata" payable at Kolkata is required to be submitted in a sealed envelope superscribed "Tender for Security Management Services in ICCR, RTC, Kolkata 2016", on or before the closing date and time of submission, to The Regional Director, Indian Council for Cultural Relations, Rabindranath Tagore Centre, 9A-Ho Chi Minh Sarani, Kolkata – 700 071, failing which the bids will not be considered.

3.2. Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.3. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD.

3.4. The EMD shall be returned to the bidder(s) whose offer is not accepted by the ICCR, Kolkata within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.

3.5. The EMD of the successful bidder will be returned on receipt of Performance Guarantee.

3.6. EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

**4. FINANCIAL BID:-** The bidder must submit their financial bid manually in the prescribed format – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of Financial Bid. If the specified format is found to be modified by the bidder or incomplete, the bid will be rejected.

**5. EXTENSION OF LAST DATE AT THE DISCRETION OF THE ICCR:-** The ICCR, Kolkata may in its discretion extend the last date for submission of the manual bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any, in this regard, will be published on the Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> ICCR HQ's website: [www.iccr.gov.in](http://www.iccr.gov.in) and ICCR, Kolkata website: [www.tagorecentreiccr.org](http://www.tagorecentreiccr.org).

## 6. OPENING OF TECHNICAL AND FINANCIAL BID:-

6.1. Bids (complete in all respect) received along with draft of EMD (Physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorized representative of bidder, if present, at ICCR, RTC, Kolkata. Bid received without EMD will be rejected straightaway.

6.2. A duly constituted committee will evaluate eligibility criteria of bidders.

6.3. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

6.4. It shall be noted that required documents submitted manually along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

6.5. After scrutiny of technical bids, the ICCR, RTC, Kolkata shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);

6.6. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorization from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;

6.7. The financial bid price of each bidder shall be read out on the spot.

6.8. Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

6.9. In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;

6.10. Bids shall be summarily rejected, if it is received other than sealed cover manual bids.

**7. NON TRANSFERABILITY:** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

**8. NON-WITHDRAWAL OF BIDS:** No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

Contd.....5/-





#### **9. VALIDITY OF BIDS**

9.1. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

9.2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

9.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

#### **10. RIGHT OF ACCEPTANCE:**

10.1. The Competent Authority in the Indian Council for Cultural Relations, Rabindranath Tagore Centre, Kolkata reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the ICCR in this regard shall be final and binding.

10.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

10.3. The Competent Authority in the ICCR reserves the right to award any or part or full contract to any successful company (es) at its discretion and this will be binding on the bidders.

10.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the client that has been awarded the contract, the Competent Authority in the ICCR, Kolkata reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

10.5. The ICCR, Kolkata may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

#### **11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

11.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate to the successful bidder, which will in turn return one copy to the client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by the successful bidder.

11.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.

Contd....6/-





No. ICCR-RTC/Tender/SS/2016-17  
Indian Council for Cultural Relations  
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Kolkata – 700 071

**SECTION-4**  
**(GENERAL CONDITIONS OF CONTRACT)**

**1. DEFINITIONS:-**

**General:** In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

**Agreement:** The word "Agreement" and "Contract" has been used interchangeably.

**Security Management Services:** shall mean the work for providing Security Management Services at the premises.

**Service Provider :** The word "Service Provider" means the Successful Bidder & to whom the work for providing security management services in ICCR, RTC, Kolkata has been awarded and the "client" is Indian Council for Cultural, Rabindranath Tagore Centre, Kolkata.

**Letter of Acceptance** Shall mean the intent of the client to engage the successful bidder for providing of Security Management Services in ICCR, RTC, Kolkata.

**Notice to Proceed** Shall mean the date on which the manpower providing services are to commence in client's premises.

**Confidential Information** Shall mean all information that is not generally known and which is obtained /received during the tenure of the contract and relates directly to the business/assets of client including the information having the commercial value.

**Termination Date** Shall mean the date specified in the Notice of Termination given by either party to the other party, from which the contract shall stand terminated.

**Termination Notice** Shall mean the notice of Termination given by either Party to the other Party.

**Contractor** Shall mean the successful bidder to whom, the work of providing Security Management Services in ICCR, RTC, 9A-Ho Chi Minh Sarani, Kolkata – 700 071, has been awarded.

**2. CONFIDENTIALITY**

2.1. The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of client's information.

2.2. If the Contractor receives enquiries from Press / News / Media/ Radio/Television or other bodies / persons, the same shall be referred by the Contractor to the Client immediately on receipt of such queries.

**3. PERFORMANCE SECURITY DEPOSIT (GUARANTEE)**

3.1. The successful bidder has to deposit Performance Security Deposit (PSD), which will be a sum of equivalent to 10% of the accepted contract value in favour of '**Regional Director, Indian Council for Cultural Relations , Kolkata**', payable at Kolkata in form of Demand Draft/Bank Guarantee/Fixed Deposit Receipt (FDR), within fifteen days of the acceptance of the Letter of Acceptance. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder. No interest shall be paid on PSD.

3.2. The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the ICCR, Kolkata in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the ICCR, Kolkata sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

3.3. If the Contractor fails to provide the Performance Security Deposit (PSD) within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the ICCR, Kolkata shall be entitled to make other arrangements at the risk, cost and expense of the Contractor.

3.4. On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the Contractor without any interest on presentation of an absolute 'No Demand Certificate' from the Contractor and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the Contractor, for carrying out work stipulated in the contract.

Contd.....7/-





#### 4. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Security Deposit from the successful bidder, client shall issue the 'Notice to Proceed', to the Contractor authorizing him to provide manpower in the ICCR, RTC's premises at the specified locations.

**5. SIGNING OF CONTRACT AGREEMENT:** The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

5.1. Client shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.

5.2. The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Seven (07) days of receipt of the draft Articles of Agreement from the client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

5.3. The competent authority of the client shall sign the contract agreement and return a copy of the same to the successful bidder.

#### 6. SERVICES REQUIRED BY THE CLIENT

6.1. The Contractor shall be providing Security Management Services in the client's premises.

6.2. The contractor shall bear the charges for executing the agreement between the client and the Contractor .

6.3. The Contractor shall provide Security Management services in the client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

#### 7. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

7.1. Submission of Performance Security Deposit.

7.2. The Contractor shall commence providing Security Management Services at ICCR, RTC, 9A-Ho Chi Minh Sarani, Kolkata- 700 071 within Ten (10) days from the date of receipt of Notice to Proceed.

#### 8. CONTRACTOR'S OBLIGATIONS

8.1. The Contractor shall provide Security Management Services at ICCR, RTC, 9A-Ho Chi Minh Sarani, Kolkata- 700 071 as per Schedule of Work / Requirements which may be amended from time to time by the client during the contractual period and it shall always form part and parcel of the contract. The Contractor shall abide by such assignments as provided by the client from time to time.

8.2. The Contractor shall provide Security management services through its uniformed and trained personnel for the performance of its services hereunder and the personnel deployed shall be employees of the Contractor and there shall be no Employer- Employee relationship between the client and the personnel deployed by the Contractor to fulfill its obligations. All statutory liabilities (such as ESI & PF, Bonus and other statutory dues etc.) shall be paid for by the Contractor.

8.3. The Contractor shall submit to the client the details of amount deposited on account of EPF, ESI and Bonus etc in respect of the deployed personnel mentioning their names and amount deposited against each individual to the concerned authorities from time to time.

8.4. The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. in respect of the deployed personnel mentioning their names and amount deposited against each individual from time to time.

8.5. The Client shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the client, emergencies exempted.

8.6. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the client shall own no liability and obligation in this regard.

8.7. The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Security Management Services in accordance with Schedule of Requirements.

8.8. The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same, while being at the premises of work.

8.9. The personnel of the Contractor shall not be the employees of the client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this Agreement.

Contd...8/-





8.10. The Contractor shall also provide at its own cost all the benefits, statutory or otherwise to its employees and the client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law.

8.11. The Contractor shall provide minimum of two sets each of summer and winter uniforms to its personnel at its own cost. If any employee is found without uniform a penalty @ Rs.500/- per person per day shall be recovered from Contractor's bill.

8.12. The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted to the client by the Contractor on monthly basis.

8.13. The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel. All the payments to its employees shall be made by the Contractor by bank transfer to respective bank accounts of all the personnel deployed at the site who shall sign the payment register maintained by the Contractor in token of having received the salary in their accounts.

8.14. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

8.15. All necessary reports and other information shall be supplied to the client by the contractor immediately as required and regular meetings will be held with the client.

8.16. The Contractor shall not employ any person below the age of 18 years. Manpower so engaged shall be trained for providing the services.

8.17. The Contractor shall at all times ensure that it has sufficient, uitable and qualified personnel to supervise the client premises at the client's site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the contract and to provide full attention for executing the work thereof.

8.18. The Contractor shall submit its organizational chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the client of any change in its organization or its personnel.

8.19. The personnel engaged by the Contractor shall be dressed in a neat and clean uniform (including proper name badges) provided by the Service Provider.

## 9. CONTRACTOR'S LIABILITY

9.1. The Contractor shall completely indemnify and hold harmless the client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees and engaged in the provision of the terms and conditions for providing Security Management Services to the client.

9.2. The Contractor shall not be liable in any way whatsoever and the client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

9.2.1. Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

9.2.2. Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause, whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower services to the client.

9.3. The Contractor shall not sub-contract or sub-let, transfer or assigns the contract or any part thereof. In the event of the Contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the Contractors risk and cost; and the Contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

9.4. The Contractor shall provide minimum required security equipments & facilities at the location(s) against the service charge, where the Security management services are to be provided.





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**10. CLIENT'S OBLIGATIONS**

10.1. The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the client, made in writing by the Contractor in connection with the performance of the security services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees in connection with the services as soon as possible after the Client becomes aware of them.

10.2. The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee-employer relationship with any of the workers of the Contractor.

**11. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially valid for a period of THREE YEARS (03 years) from the date of award subject to continuous satisfactory performance. The contract may be extended for further period of 02 years [maximum tenure 05 years from day one of initial contract] on same terms and conditions, on year to year basis subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

**12. PAYMENTS**

12.1. After selection of the successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the client for providing Security Management Services.

12.2. The prices in the Price Schedule shall be exclusive of any Service Tax as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rates.

12.3. The Contractor shall pay the wages/salary to the security personnel within 1<sup>st</sup> week of following month and bill for reimbursement may be submitted to ICCR, RTC, Kolkata along with salary slips categorically mentioning the dues and deductions details, based on which ICCR, RTC, Kolkata will reimburse the payment to the Agency. The billing cycle will be the 1st week of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. The Contractor will also submit copies of Service Tax and PF/ESIC Challans along with the list of staff with their individual PF/ESIC numbers at the time of submitting monthly invoices.

12.4. The initial cost of the contract shall be valid for a period of three years. No price escalation, other than those due to revision of minimum wages and other related statutory benefits/obligations such as EPF, ESI and Bonus, shall be entertained by the Client during the period.

12.5. After expiry of the initial period of the contract of three years and if the contract is renewed by the client, the Contractor shall claim increase in the contract cost only on account of increase in the minimum wages and other related statutory benefits as detailed above, as and when increased by the Government.

12.6. All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).

12.7. The Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

12.8. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.





### 13. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

13.1. "Force Majeure" shall mean any event beyond the control of the client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- I. War, hostilities, invasion, act of foreign enemy and civil war;
- II. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- III. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- IV. Earthquake, fire, flood or cyclone, or other natural disaster. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter-alia, the following in reasonable detail:

13.2. The date of commencement of the event of Force Majeure;

13.3. The nature and extent of the event of Force Majeure;

13.4. The estimated Force Majeure Period,

13.5. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.

13.6. The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

13.7. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

### 14. TERMINATION

This contract may be terminated by either party by giving written notice to the other if:

14.1. The other party is in material breach of its obligations under this Agreement and/ or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

14.2. The contract may be terminated forthwith by the client by giving written notice to the Contractor, if:

14.3. In case of breach of any of terms and conditions of the contract by the Contractor, the Competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed.

14.4. The Contractor does not provide Security Management Services satisfactorily as per the requirements of the client or/and as per the Schedule of Requirements.

14.5. The Contractor goes bankrupt and becomes insolvent.

### 15. DISCLAIMER

The relatives / near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

### 16. INSOLVENCY

16.1. The Competent Authority of the office in the ICCR,RTC, Kolkata may at any time by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:-

16.1.1 If the Contractor being an individual or if firm, any partner in the Contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

16.1.2 If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

16.1.3 If the Contractor commits any breach of this contract not herein specifically provided for provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the client and provided also that the Contractor shall be liable to pay the client for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.



-:: 11 ::-

**17. CURRENCIES OF BID AND PAYMENTS**

The bidder shall submit its price bid/offer in Indian Rupees and payments under this contract will be made only in Indian Rupees.

**18. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

18.1. In the event of non-compliance or breach of any terms of the agreement or unsatisfactory or inefficient service on the part of the contractor, the client will be at liberty to terminate the contract without giving any notice. In this respect the decision of the client will be final and binding on the contractor.

18.2. That in case of any dispute arising between the parties of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the sole arbitration of the Director General, Indian Council for Cultural Relations, Azad Bhavan, IP Estate, New Delhi – 110 002 or any person nominated by him/her. The arbitration shall be resolved in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. Place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

18.3. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall subject to the exclusive jurisdiction of the Delhi Courts of Law.

Contd....12/-





No. ICCR-RTC/Tender/SS/2016-17  
Indian Council for Cultural Relations  
Rabindranath Tagore Centre  
9A-Ho Chi Minh Sarani  
Kolkata – 700 071

## **SECTION-5**

### **(SPECIAL CONDITIONS OF CONTRACT)**

1. The special conditions of contract shall supplement the "General Conditions of the Contract".

#### **2. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep the client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The client shall be vested with sole discretion to determine damages / loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

#### **3. LABOUR LAW COMPLIANCES**

3.1. The engagement and employment of labourers and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The client may ask the Contractor to produce documents to verify that these provisions/laws are complied with by the Contractor.

3.2. All wages and allied benefits such as Leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the Contractor and the client shall not incur any liability or additional expenditure, whatsoever for personnel deployed.

3.3. It is mandatory that the employees must be paid through bank/cheques/ECS only, in terms of instruction of the Labour Commissioner.

3.4. The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to the client every month along with the bill. The Contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

3.5. The Contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.6. The Contractor shall be responsible for compliance of all the laws/rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during, the course of performance of the contract.

3.7. The Contractor shall submit periodical returns as may be specified from time to time.

#### **4. OFFICIAL RECORDS:**

4.1. The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.

4.2. The Contractor shall maintain a personal file in respect of all the staff, deployed in Client's Office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

4.3. The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to client a statement showing the recoveries of contributions in respect of individual employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4. Each monthly bill must accompany the:

(a) List of employees with their date of engagement

(b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)

(c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC in respect of individuals;

(d) Proof of exclusive challans of depositing Service Tax in respect of ICCR, RTC, Kolkata site only.

(e) Declaration of the Contractor regarding compliance of EPF / ESIC requirements.

(f) Copies of authenticated documents of payment of Service Tax to concerned Service Tax Dept. in respect of ICCR, RTC, Kolkata exclusively.

4.5. The Contractor shall also prepare a register indicating all payments/dues in respect of all the employees.





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## **SECTION-6**

### **(SCHEDULE OF REQUIREMENTS / WORKS)**

#### **A. SCOPE OF WORK-OPERATIONS AND SCHEDULE**

##### **1.1. Objective**

The purpose of this document is to lay down the scope of work for providing Security Management Services at ICCR, RTC, 9A, Ho Chi Minh Sarani, Kolkata – 700 071.

##### **1.2. Scope of Services**

It is the intent of this section to establish the Scope of Services. The Scope of Services outlined below should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. With the help of mix of manpower, equipments & standard operating procedures, Service Provider (SP) will ensure efficient, qualitative Security Management Services for the client.

##### **1.3 General Requirement**

Hours of Service: Security Management Services are to be provided on a daily basis, along with relievers. Twenty-four hour emergency service must be available throughout the year, without regard to daily schedules.

Reporting: The Security Supervisor will submit a signed and dated daily report noting corrections, special problems, and other information as requested.

##### **1.4. Scope of work for Security Management Services:-**

- To provide Security Management Services along with fire-fighting for the entire premises of ICCR, RTC, Kolkata.
- Staffing as per contract to ensure optimum service as per scope of work.
- Preparation and submission of various Inspection reports.
- Activity reports regarding works handled.
- Uniforms & Identity cards.
- All statutory obligations such as PF, ESI, Minimum Wages, etc.
- Provide necessary and adequate equipments, implements, to ensure optimum service as per scope of work.
- Adequate training of staff especially any specific requirements for this building like fire-fighting.

#### **Activity Process**

1. The work involves round the clock vigil of all the common areas on daily basis in the entire Complex consisting of all office rooms, Reception area, auditorium, Art Galleries, Auditorium lounge, Fountain Court, Conference Hall, Lecture Halls, Basement area, Guest House, Store Rooms, accommodation of Head of the Office, Parking area, etc.
2. The agency shall employ sufficient number of persons to carry out the job to the satisfaction of the client (at least 3 supervisors and 14 Security Guards for round the clock Security Management Services).
3. Fire-fighting training must be done once in a month.
4. The Supervisor must be conversant with CCTV Surveillance Monitoring System .
5. Terms and conditions, for providing Security Management Services at Indian Council for Cultural Relations, Rabindranath Tagore Centre, 9A-Ho Chi Minh Sarani, Kolkata – 700 071, would be as follows:
6. (i) The Agency shall provide security service by deploying adequately trained and well disciplined/security personnel preferably conversant in fire fighting & CCTV Surveillance System and who shall safeguard the ICCR,RTC, Kolkata building, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in the complex.
7. (ii) Uniformed Guards at the main gate will be deployed in three shifts of 8 hours each. In each shift there would **be at least four guards and one Supervisor**.
8. (iii) Agency shall provide the photo-identity cards to the persons deployed in ICCR, RTC, Kolkata. These cards are to be constantly displayed and their loss reported immediately.
- 9.
10. (iv) Security personnel will control the access of persons/vehicles into and out of the complex. Guards deployed at the main gate should be responsible for frisking and checking of **visitors during and after office hours**. Inverted mirror detectors should also be provided for checking vehicles at the entry. The agency shall maintain records of inwards and outwards movement of men (regulation of guests and visitors), materials and vehicles, etc. with proper check as per instructions given from time to time by competent authority at ICCR, Kolkata.





- (v) The agency shall be responsible for opening/closing of gates of buildings and rooms as necessitated/directed by competent authority at ICCR, Kolkata on working and closed days.
- (vi) The Security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
- (vii) The Security personnel shall be duly trained in Fire Safety Operations & CCTV operating system. They should be trained to operate various fire control equipment installed at ICCR, RTC, Kolkata.
- (viii) The Agency shall keep the concerned authorities / Clients informed of all the matters of security and co-operate in the investigation of any incident relating to security.
- (ix) Minimum educational qualification of Security Guards should be 10<sup>th</sup> Grade (Pass)
- (x) The service provider will be liable to comply with the relevant local government's statutory regulation and labour laws in so far as employing human resources and payment of taxes etc. are concerned and ICCR's liability will be restricted to the agreed contractual payment.

AVERAGE MONTHLY COST OF ABOVE CATEGORY SHOULD BE FILLED IN THE FINANCIAL BID OF TENDER DOCUMENT

#### 6. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity,
- Read and understand their post and site Instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Client.
- Shall not drink liquor on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty.
- Will not read newspaper or magazine on duty.
- Will immediately report if any untoward incident/misconduct or misbehavior occurs, to Contractor and the Client.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke or use gutka /pan etc in the office premises.

#### 8. First Aid Facilities

Contractor shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this agreement, all in accordance with applicable laws.





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Kolkata – 700 071

**SECTION-7**  
**(TECHNICAL BID)**

**ANNEXURE-I**

**TECHNICAL BID**

TENDER NOTICE NO. ICCR-RTC/Tender/SS/2016-17

dated 18.01.2017

Cover-I (Technical Bid) (following documents to be given manually)		
Sl.No.	Document	File Type
1.	Contact Details Form (Form-I)	
2.	EMD of Rs. ....-/+ Tender Fee of Rs. ....-/- (both scanned copies)	
3.	Scanned copy of Affidavit	
4.	Certified copies of Registration and Incorporation particulars of Company	
5.	Certified copies (i) PAN, (ii) VAT/Sales Tax, (iii)TIN/TAN, (iv) Labour Registration, (v) EPFO Registration,(vi) ESIC Registration, (vii) Service Tax Registration,(viii) PSARA.	
6.	Certified copies of Clearance Certificate (Last three years returns ending 31.03.2015) from (i)Sales/Service Tax Department, (ii) Income Tax Department	
7.	Proof of minimum experience of completion of at least 3 works of similar nature in the Central/State Govt Departments/ Ministries/ Organisations of the Govt of India / State Govt/ PSUs or big reputed Private Organizations during the last 5 years ending 31-03-2016	
8.	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2012-13, 2013-14 and 2014-15 [2015-16 if audited]	
9.	Financial Capacity Form (Form-II) duly certified by company auditor	
10.	Power of Attorney/Authorization for signing the bid documents.	
11.	Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable for confirming the availability of the adequate manpower of requisite qualification and experience for deployment in ICCR, RTC, Kolkata	
12.	Check List Form (Form-III)	

Signature of the authorised  
signatory of the Bidder with  
seal of the company

Name: \_\_\_\_\_  
Mob No. \_\_\_\_\_  
Date: \_\_\_\_\_

Contd.....16/-





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 Kolkata – 700 071

**SECTION-8**  
**(FINAICAL BID)**

TENDER NOTICE NO. No. ICCR-RTC/Tender/SS/2016-17

dated 18.01.2017

**FINANCIAL BID**

The Financial Bid to be submitted manually as per prescribed format given below:-

NAME OF THE WORK: PROVIDING SECURITY MANAGEMENT SERVICES AT INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9A-HO CHI MINH SARANI, KOLKATA – 700 071

<b>PRICE SCHEDULE</b>	
(This format must not be modified/replaced by the bidder.)	
Name of the firm:	

Sl.No.	Particulars	Unit Rate for deployment @ per month in (INR)	
	A-Personnel (Wages)	Supervisor	Security Guards
1.	Basic wages		
2.	Statutory components		
a.	EPF		
b.	ESI		
c.	Bonus		
d.	Leave compensation		
e.	Gratuity		
f.	Cost towards uniform		
g.	Any other (specify)		
	Total :		
	<b>Number of minimum personnel to be deployed</b>		
	<b>Total Cost A*</b>		
	B-Agency Charges**		
	C-Service Tax (as applicable)		
	<b>Total monthly billing amount (A+B+C)***</b>		

\*Wages should not be less than the minimum wages prescribed under the notification issued by Govt. of West Bengal. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of minimum wages as per Govt. of West Bengal's rates shall be incorporated in the rates as and when applicable.

\*\*To be quoted in percentage on basic wages only. Bids having NIL/negligible Agency Charges will be rejected.

\*\*\*Payment will be made after deducting the applicable TDS.

Signature of the authorized signatory of the Bidder with  
 seal of the company

Name: \_\_\_\_\_  
 Mob No. \_\_\_\_\_ Date: \_\_\_\_\_



Contd....17/-



**SECTION – 9**

**SCHEDULE OF AREAS AND REQUIREMENT OF MANPOWER**

**SCHEDULE OF AREAS**

ICCR, RTC, Kolkata :

1. Basement Area ----- 1391.95 Sq. Mtrs.

2. Ground Floor -----1391.95 Sq. Mtrs.

3. First Floor -----1391.95 Sq. Mtrs.

4. Second Floor -----1391.95 Sq. Mtrs.

5. Third floor -----1391.95 Sq. Mtrs.

6. Fourth floor-----1391.95 Sq. Mtrs.

Total area of the ICCR Cultural Complex ---3490.83 Sq. Mtrs.

**MANPOWER REQUIREMENT**

<u>SL.NO.</u>	<u>POST</u>	<u>DUTY</u>
1.	SECURITY SUPERVISOR – 3 (FOR THREE SHIFTS)	1x 8 HOURS x 1 Shift
2.	SECURITY GUARD – 14 ( FOR THREE SHIFTS)	5x8HOURS x 2 Shift 4 x 8 hours x 1 Shift

Contd....18/-





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**SECTION-10**  
**(FORMS AND CHECK LIST)**

**FORM-I**

**CONTACT DETAILS FORM**

**GENERAL DETAILS OF BIDDER**

1.	NAME OF THE COMPANY	
2.	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3.	COMMUNICATION ADDRESS	
4.	TELEPHONE AND MOBILE NO.	
5.	FAX NO.	
6.	E-MAIL ID	

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1.	NAME OF THE CONTACT PERSON	
2.	DESIGNATION	
3.	COMMUNICATION ADDRESS	
4.	TELEPHONE NO.	
5.	MOBILE NO.	
6.	E-MAIL ID	

**FORM-II**

**FINANCIAL CAPACITY FORM**

Name of the Company:

Address of the Company:

Description	Financial Years (in INR)		
	2012-13	2013-14	2014-15
Annual Turnover			
Net Worth			
Current Assests			
Current Liabilities			
Total Revenue			
Profit Before Taxes			
Profit After Taxes			

Signature of the authorised  
signatory of the Bidder with  
seal of the company

Name: \_\_\_\_\_  
Mob No. \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTE: To be certified by Company Auditor**

Contd....19/-





**CHECK LIST**

Sl. No.	Particulars	YES/NO
1.	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form, (iv) Financial Capacity Form ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
	<b><u>TECHNICAL BID</u></b>	
3.	Have you enclosed scanned copy of the draft for EMD of Rs...../- & Tender Fee of Rs...../- and submitted with the Technical Bid?	
4.	Have you submitted the original draft of EMD of Rs...../- & Tender Fee of Rs. ....-/- to ICCR, RTC, Kolkata on or before submission of manual bid?	
5.	Have you submitted the proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you submitted the attested Certificate issued by the Registrar of Companies?	
5.2	Financial Capacity: Have you submitted Audited Balance Sheets as required?	
5.3	Registration with Government Bodies like ESIC, EPFO, Labour Registration, Service Tax Registration, PAN/VAT/Sales Tax/TIN/ TAN/PSARA: Have you submitted a copy of each of the Registration certificate?	
5.4	Experience: Have you submitted the attested experience certificates issued by the Central/State Governments/Ministries / Organizations of Govt of India/State Govt/PSUs or any reputed Private organizations during the last five years?	
5.5	Security Management Services: Have you submitted proof of Security Management Services provided?	
6.	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have your Technical Bid been prepared and submitted as per the requirements of the Tender?	
	<b><u>FINANCIAL BID</u></b>	
8.	Have your financial Bid proposal duly filled in and submitted as per instructions?	
9.	Have you quoted prices against each of the category, i.e. Manpower and service charge?	
10.	Have you provided cost break ups for all components in the Financial bid?	
11.	Have you attended pre-bid site visit/briefing?	

**Note :- The above must be filled, signed and submitted along with the bid.**

Signature of the authorized signatory of the  
Bidder with seal of the company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_



Contd....20/-



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**SECTION-11**  
**(INSTRUCTIONS TO BIDDER FOR MANUAL BID SUBMISSION)**

**ANNEXURE-III**

Instruction to bidders for Manual Bid Submission:

The bidders are required to submit sealed tender to the Regional Director, ICCR, 9A-Ho Chi Minh Sarani, Kolkata-700 071.

**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note that the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

**SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for download the bid documents so that they can submit the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) Bidder should prepare the EMD as per the instructions specified in the tender document. The original bid documents should be posted/couriered/given in person to the concerned official i.e Regional Director, ICCR, 9A-Ho Chi Minh Sarani, Kolkata – 700 071, latest by the last date of bid submission or as specified in the tender documents.
- 3) Bidders are requested to note that they should necessarily submit their financial bids manually in the format provided and no other format is acceptable. The price bid must be submitted as per the standard format given with the tender document. No modified format will be accepted. If the specified format is found modified by the bidder, the bid will be rejected.

**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of manual bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. The contact number of ICCR, Kolkata is 033-22822895, 22820402.



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**SECTION-12**

**(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)**

**SERVICE AGREEMENT FOR PROVIDING SECURITY MANAGEMENT SERVICES AT ICCR,RTC, 9A-HO CHI MINH SARANI, KOLKATA- 700 071.**

This Agreement is made at KOLKATA on this \_\_\_\_ day of,2017.

BETWEEN

INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9A-HO CHI MINH SARANI, KOLKATA- 700 071(hereinafter referred to as "ICCR, Kolkata" through its authorized representative-----

AND

M/s -----, a company Incorporated under Companies Act,1956 having its 'registered office at -----  
----- (India) through Mr.----- who is duly authorized to sign and execute this Agreement through resolution of the Board of Directors of the company, (hereinafter referred to as 'Service Provider', which expression shall include its successors, assigns and legal Representatives) hereinafter collectively referred to as 'the parties'.

**THIS INDENTURE WITNESSETH AND IT IS HERBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

2. It is agreed upon between the parties to the Agreement that it is a commercial contract between Service Provider of professional nature and the Indian Council for Cultural Relations, Kolkata. In performance of its agreed duties as per terms and conditions of the contract the Service Provider shall at all times act as an Independent Agency. The contract does not in any way create a relationship of principal and an agent between the ICCR, Kolkata and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of the ICCR, Kolkata.

3. Under no circumstance, the employees of the Service Provider can claim to be the employees of the ICCR, Kolkata nor shall such relationship be considered to exist. The employees of the Service Provider would have no claim against the ICCR, Kolkata for their monetary, non-monetary claim or any other claim including but not limited to the permanency in employment of the ICCR, Kolkata. The personnel appointed at the site will work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the Agreement. However, Service Provider will be accountable to ICCR, Kolkata for any Complaint(s) on providing the requisite satisfactory services as per Agreement, at the site.

4. Service Provider is required to provide Security Management Services to the **INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9A-HO CHI MINH SARANI, KOLKATA – 700 071.**

5. **SCOPE OF WORK:** The Agreement shall apply to all services as defined in Schedule of Work Requirements as mentioned in the tender documents.

**(a) MANPOWER**

i. The employees of the Service Provider working in the ICCR, Kolkata complex will have bank accounts to be credited with their emoluments every month. Service Provider will provide proof of payment to the employees working in the complex and will meet all statutory requirements like PF (Provident Fund), ESIC (Employees State Insurance Corporation) with proof of actual payments being provided to ICCR.

ii. Necessary training to staff will be provided by Service Provider on site as per schedule prepared well in advance and also as and when required in between.

**(b) EQUIPMENTS**

i. The Service Provider will provide the minimum security equipments like under carriage mirror, metal detector etc.





### **(c) SUPERVISION**

i. The contractor shall depute three Supervisor (1 shift=8hrs.) and fourteen security guards to provide round the clock Security Management Services at the ICCR Kolkata office premises, who shall ensure that all the duties as assigned to the firm by the Client must be performed by them in the desired manner of Client.

### **(d) STATUTORY COMPLAANCE**

i. The Service Provider shall ensure that all the statutory requirements for operating the security management services are in force and adhered to. These may include (but shall not be limited to):-

- . Contract Labour
- . Any other aspect of occupying buildings and managing outsourced/ vendor/ employees.

### **(g) EMPLOYEES**

i The Service Provider must employ trained experienced/qualified/competent ( trained in fire fighting and operating of CCTV monitoring system) and police verified personnel on site for the execution of the agreed tasks. The Service Provider shall comply with the provisions of all applicable labour legislations but not limiting to the following acts:-

- . Minimum Wages Act as per West Bengal Govt. Notification
- . Employer Liability Act including ESIC, EPF Acts
- . Workmen Compensation Act
- . Industrial Disputes Act
- . Child Labour (Regulation and Abolition)
- . Contract Labour Act (Regulation and Abolition)
- . Apprentices Act.

### **6. DURATION OF CONTRACT**

The contract shall be valid for three years with effect from \_\_\_\_\_ subject to terms of cancellation/ termination. Thereafter the contract may be extended further for two years, if the performance of the contractor proves to be satisfactory. However, the ICCR, Kolkata will have the right to review or cancel the contract at any stage of execution with at least 30 days of advance notice.

### **7. PRICES**

The amount of annual contract excluding service tax is Rs.-----/-(Rupees ----- only)-Annexure III. The price submitted shall be firm for the entire contract period of one year. In case of increase in statutory compliance the rates shall be revised and will be absorbed by the ICCR, Kolkata subject to the approval of the competent authority of ICCR, New Delhi.

### **8. INCOME TAX DEDUCTION**

Income Tax may be deducted at source as per rules.

### **9. PAYMENT OF STAMP DUTY**

The Service Provider shall pay the expenses of stamp duty for execution of this Agreement.

### **10. TERMS OF PAYMENT**

Service Provider shall be paid on monthly basis for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The Service Provider shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. The Service Provider will submit copies of Service Tax and EPF/ESIC Challans along with list of staff with their individual EPF/ESIC numbers at the time of submitting monthly invoices.

Contd....23/-





#### 11. PERFORMANCE/ PERFORMANCE SECURITY DEPOSIT

- i. An amount of Rs.----- i.e. 10% of the amount of annual contract shall be submitted as performance security deposit (PSD) as Demand Draft before the commencement of order is given at the time of signing this Agreement with the ICCR by the Service Provider and it shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the Service Provider.
- ii. This performance security deposit (PSD) money shall be refunded within 60 days after the expiry of invocation period provided that there is no breach of Agreement during the period of the contract.
- iii. No interest shall be paid on the PSD.

#### 12. FORFEITURE OF PERFORMANCE SECURITY DEPOSIT (PSD)

The guarantee amount in full or partly may be forfeited and encashed in its favour by ICCR, Kolkata in the following cases:-

- (a) When the terms & conditions of the contract are breached.
- (b) When the Service Provider fails to comply with minimum service level agreed upon.
- (c) Failure of the Service Provider to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security Deposit.
- (d) Notice of reasonable time will be given in case of forfeiture of performance security deposit.

#### 13. RELEASE OF PERFORMANCE/ PERFORMANCE SECURITY DEPOSIT

The Performance/ Performance Security Deposit will be returned after successful completion of contract period provided there is no claim for liquidated damages from the ICCR, Kolkata.

#### 14. GENERAL CONDITIONS

- i. The Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under worker's Compensation policy.
- ii. The Service Provider shall recruit, train, supervise and direct employees deployed under the Agreement. The Service Provider is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the Service Provider.
- iii. The Service Provider shall assign personnel of appropriate training and experience to perform and fulfill its obligations under this Agreement. The Service Provider shall take commercially reasonable steps to ensure that staff members performing services under this Agreement are trained and suitable to perform such Services. The Service Provider is obliged to replace, without unreasonable delay and at no cost to ICCR, Kolkata any personnel whom the ICCR, Kolkata considers lacking the necessary competence or with whom ICCR, Kolkata finds it difficult to collaborate.
- iv. The Service Provider will submit copies of Service Tax and EPF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices.
- v. The Service Provider shall ensure that all employees assigned by the Service Provider to perform development of the Services are employees of the Service Provider and that under no circumstance shall the relationship of employer and employee be deemed to arise between ICCR, Kolkata and Service Provider's Personnel.
- vi. The Service Provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors.
- vii. All Service Provider workmen should be provided with a uniform and shall work within the ICCR, Kolkata premises in their prescribed uniform.
- vii. The Service Provider should ensure that proper trained personnel to carry out the jobs and that proper supervision is done for all jobs.
- viii. All workmen of the Service Provider must have valid identity cards issued by the Service Provider to be displayed at all times during duty hours.

Contd....24/-





ix. The Service Provider hereto undertakes to indemnify and hold harmless the ICCR, Kolkata against all claims, losses, damages, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers/ employees of the Service Provider against loss or damage caused and legal complications liabilities which may arise on account of failure of Service Provider to perform its obligations to observe the rules & regulations & other provisions of law applicable to the conduct of the business by the Service Provider. The Service Provider will be solely and exclusively responsible for payment of salaries/wages and other monetary, non-monetary benefits attached to the contract of employment the workers have with the Service Provider.

x. All correspondence, notice shall only be in writing, duly signed by the authorized representative of the Parties and shall be served vide Registered mail/ speed Post/ by hand/ courier only at the address mentioned in this Agreement or the last address known to the Parties.

xv. It is also agreed between the parties that this Agreement herein is the complete & final understanding between the parties and supersedes any previous written and/ or verbal/ oral agreement/ understanding.

#### **15. RESOLUTION OF DISPUTES**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. ICADR will provide administrative service in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

#### **16. AMENDMENTS TO THE CONTRACT**

This Agreement may be amended or modified with the consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the contract shall be made except by written amendment signed by both parties i.e. the Service Provider and ICCR, Kolkata.

#### **17. FORCE MAJEURE**

i. Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

ii. For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the ICCR, Kolkata either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

iii. If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the ICCR, Kolkata in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

#### **18. TERMINATION OF CONTRACT**

The ICCR, Kolkata may terminate this Agreement, by giving a written notice of at least 30 days in advance to the Service Provider being unable to perform a particular portion of the services

for a period of more than 30 days. The ICCR, Kolkata may, by written notice sent to the Service Provider, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the ICCR, Kolkata's convenience, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.





## 19. SPECIAL CONDITIONS

- i. The Service Provider (SP) or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of West Bengal for application in Kolkata area.
- ii. The Service Provider (SP) shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. SP shall ensure that no person of doubtful antecedents and nationality is, in anyway, associated with work.
- iii. All rates and lump-sum amount, if any, shall be firm throughout the duration of the contract and no deviations shall be entertained by ICCR, Kolkata in this context.
- iv. Additional staff required other than specified in the financial bid shall be obtained on pro-rata basis and in accordance with applicable labour regulations.
- v. The Service Provider shall deploy adequate manpower, machinery and resources to ensure disposal of work as per stipulated timings.
- vi. The authority will make all payments to the Service Provider for the services rendered satisfactorily on monthly basis in accordance with relevant clauses or conditions of Agreement.
- vii. Additional staff required other than specified shall be obtained on pro-data basis.
- viii. ICCR, Kolkata reserves the right to remove any person found unfit.

## 20. OTHER GENERAL TERMS & CONDITIONS

- i. The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Competent Authority of Client.
- ii. Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client's premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address-(residential as well permanent) of all staff to the ICCR, Kolkata and shall also intimate changes in addresses of the staff as and when they take place.
- iii. Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- iv. Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947;
- v. Contractor's staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike / unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- vi. Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property / person.
- vii. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- viii. All the payments to its employees shall be made by the Contractor by bank transfer to respective bank accounts of all the personnel deployed at the site who shall sign the payment register in token of having received the salary in their accounts.

Contd....26/-





## 21. SERVICE TAX:-

i. The service provider's rates shall be deemed to include all Service Tax as applicable.

## 22. CODE OF CONDUCT

- a) The Contractor shall strictly observe that its personnel:
- b) Are always smartly turned out and vigilant.
- c) Are punctual and arrive at least 15 minutes before start of their duty time.
- d) Take charges of their duties properly and thoroughly.
- e) Perform their duties with honesty and sincerity.
- f) Read and understand their post and site Instructions and follow the same.
- g) Extend respect to all Officers and staff of the office of the Client.
- h) Shall not drink liquor on duty, or come drunk and report for duty.
- i) Will not gossip or chit chat while on duty.
- j) Will never sleep while on duty.
- k) Will not read newspaper or magazine on duty.
- l) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor and the ICCR, Kolkata.
- m) When in doubt, approach concerned person immediately.
- n) Get themselves checked by security personnel whenever they go out.
- o) Do not entertain visitors.
- p) Shall not smoke or use gutka / pan etc. in the office premises.

24. The parties hereto shall be bound by the terms and conditions of the Agreement and all the relevant terms hereof shall be deemed to be incorporated in the Agreement and to constitute an integral part thereof. The Financial and Technical bids submitted by the Service Provider will also form an integral part of the Agreement along with a copy of the letter of award of contract.

IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year as mentioned above in presence of witnesses and in presence of each other.

FOR INDIAN COUNCIL FOR CULTURAL RELATIONS RABINDRANATH TAGORE CENTRE, KOLKATA (.....) (.....)	FOR SECURITY SERVICE PROVIDER (.....) (.....)
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Witness .....

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Witness.....

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