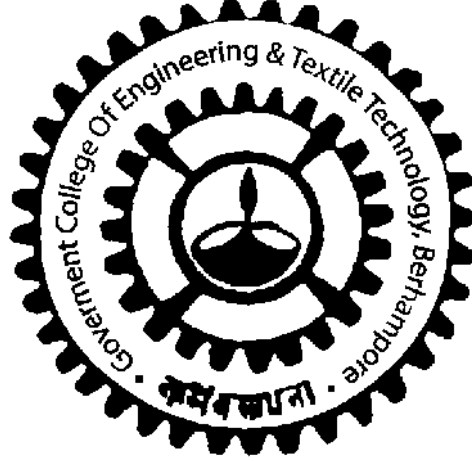


e-Tender Document 2017-'18



Govt. College of Engg. & Textile Technology
Berhampore, Murshidabad
742 101

Telefax: 03482-250142
<http://www.gcettb.ac.in>

NOTICE INVITING e-TENDER

Ref: Advertisement in Newspapers

BID REFERENCE : GCETT/ET/SP/PUR/2017-18/1

PRICE OF BIDDING DOCUMENT : 0(Zero)

DATE OF UPLOADING OF N.I.T. : 19/07/2017 on 11:00 hrs
DOCUMENTS ONLINE
(PUBLISHING DATE)

DOCUMENTS DOWNLOAD : 19/07/2017 on 11:00 hrs
START DATE (ONLINE) :

DOCUMENTS DOWNLOAD : 04/08/2017 on 14:00 hrs
END DATE (ONLINE) :

BID SUBMISSION START : 19/07/2017 on 12:00 hrs
DATE (ONLINE) :

BID SUBMISSION
CLOSING DATE (ONLINE) : 05/08/2017 on 18:00 hrs

LAST DATE OF SUBMISSION OF ORIGINAL
DEMAND DRAFT AND ORIGINAL PRINT
-OUT (HARD COPY) OF BID DOCUMENTS,
DULY SIGNED BY AUTHORIZED SIGNATORY : 07/08/2017 TIME 15:00 Hrs
OF THE BIDDER IN SEALED COVER, TO
THE OFFICE OF THE PRINCIPAL, GCETT-B

TECHNICAL BID OPENING DATE 08/08/2017 TIME 15:00 Hrs

PLACE OF OPENING OF BIDS : **Government College of Engineering and Textile
Technology, 4, Cantonment Road, P. O Berahmpore,
Dist-Murshidabad WEST BENGAL – 742 101**

ADDRESS FOR COMMUNICATION : **Government College of Engineering and Textile
Technology, 4, Cantonment Road, P. O Berahmpore,
Dist-Murshidabad WEST BENGAL – 742 101**

The Officer-in-charge, Govt. College of Engineering & Textile Technology Berhampore for the procurement of invites e-tender for the items/jobs/services of the best/specified quality from the bonafide suppliers / service providers /organization/firm and their accredited Sole agents for supply of the following Items/Packages below: (Submission of Bid through **online**)

SR. NO	ITEM NAME	QUANTITY
1	Supply of Anti Virus Solution	1 job
2	Supply of sound system	1 job
3	Upgraditaion CAMPUS IP CCTV SYSTEM	1 job
4	Supply of projector	1 job
5	Supply of online UPS	1 job

6	Supply of Desktop Computer	1 job
7	AMC of Network (Turnkey Job)	1 job
8	Supply of equipments for Coding theory lab (Turnkey job)	1 job
9	Supply of Universal Dynamics Data logger cum Analyzer (Turnkey job)	1 job
10	Supply of Microscope with Image Analysis System (Turnkey job)	1 job
11	Supply of Equipment of thermal Engg. lab	1 job
12	Supply of USB Hanheld Digital Microscope Magnification	1 job
13	Supply of Fluid Power System	1 job
14	Supply of Workstation ME	1 job
15	SUPPLY OF COMSOL SOFTWARE	1 job
16	SUPPLY OF SCANNER (Turnkey Job)	1 job
17	Supply of laser printer	1 job
18	Supply of Chair (Turnkey Job)	1 job
19	Supply of Almira (Turnkey Job)	1 job
20	Supply of Class room bench	1 job
21	Supply of Air conditioner (Turnkey Job)	1 job
22	Supply of physics lab equipments (Turnkey job)	1 job
23	Supply the Instruments for Geo Textile Lab (Turnkey Job)	1 job
24	Supply of table (Turnkey Job)	1 job
25	Supply of sofa set (Turnkey Job)	1 job
26	Supply of C/C++ COMPLIER (Turnkey Job)	1 job
27	AMC OF MECHANICAL INSTRUMENTS (Turnkey Job)	1 job
28	Security services	1 job

*******Details of Item specification & quantity are available at the file name “soq.pdf”**

1. In the event of e-filling, intending bidder may download the e-tender documents from the website: - <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate & earnest money may be remitted through demand draft/pay order issued from any nationalized bank in favour of **Government College of Engineering & Textile Technology Berhampore,** and also to be documented through e-filling. The original part of online submission of Tender Fees, EMD & all other valid documents (Technical) (**Scan copy of document should be uploaded for EMD exemption**) should be submitted physically to the at the office of the Government College of Engineering and Textile Technology, 4, Cantonment Road, P. O Berahmpore, Dist-Murshidabad WEST BENGAL – 742 101, India. under sealed covered as per the date and time mentioned in the NIT.
2. **Financial Bid** is to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>

3. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
4. The quantity of item as job imply a package/ turnkey job and rate should be quoted for the whole package/ turnkey job .
5. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
6. **Eligibility criteria for participation in the tender:-**
 - a. Valid upto date clearance of Service Tax Registration (Last receipt of Challan) / Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / GST Registration Certificate / Voter ID Card for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]
 - b. Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
 - c. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
 - d. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank
7. **Eligible Goods and Services**
 - e. All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the IDA Guidelines for Procurement and all expenditures made under the Contract will be limited to such goods and services.
 - f. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - g. The origin of goods and services is distinct from the nationality of the Bidder.
8. **Cost of Bidding**
 - h. The Bidder shall bear all costs associated with the preparation and submission of its bid, and The Director/Officer-in-charge, Govt College of Engineering and Textile & Technology, Berhampore, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
9. **Clarification of Bidding Documents**
 - i. A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

10. Amendment of Bidding Documents

- j. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- k. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

11. Language of Bid

- l. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

12. Bid Currencies

- m. Prices shall be quoted in Indian Rupees

13. Bid Security

- a. The bid security shall be denominated in Indian Rupees and the amount of Earnest Money @ 2% (two percent) of the estimated amount and rounded off to next multiple of Rs.100 put to tender in the shape of Bank Draft/Pay Order from any nationalized bank drawn in favour of the "**Government College of Engineering & Textile Technology Berhampore**". **If any EMD against the previous tender of a particular bidder is lying with the Indenter, then the bidder may seek exemption from depositing the earnest money by adjustment and if EMD amount is more than the previous tender then they have to deposit only the balance amount..**

14. Refund of EMD:

The Earnest Money of the successful Tenderer deposited in favour of the concerned **Government College of Engineering & Textile Technology Berhampore** along with the Tenders will be refunded by the said Officer-in-charge on receipt of application from Tenderer .

- 15. Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser,
- 16. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, and furnishing the performance security in the form of a D.D. or with a Bank Guarantee by a recognized bank for an amount 5 % of specified ordered sum as security for compliance with the Supplier's performance obligations

17. Period of Validity of Bids

- 18. Bids shall remain valid upto 31/03/2018 days. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

19. Clarification of Bids

- a. During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

20. Packing

- b. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- c. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

21. Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. All the delivery & transportation charges must be included in Contract Price

22. Insurance

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

23. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

24. Warranty

- a. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the college.
- b. Warranty/guarantee for all the items and sub-items of equipment supplied shall be on 'all comprehensive' basis (including repairs, replacements of defective parts & spares, maintenance, etc., but excluding consumables). And the warranty period shall be from the date of acceptance of the equipment by the College. and the period of warranty shall be minimum 12 months from the date of acceptance of the Goods.
- c. If any system/item gives continuous trouble say 10 times in one month during the warranty period, the supplier shall replace the system with new system without any additional cost to purchaser.
- d. Repairs/ replacements/ maintenance services shall normally be carried out at site, within a reasonable time, on requisition/intimation from the concerned department of the College. In case the equipment needs/need to be transported to service centers, all arrangements must be made and all expenses must be borne by the supplier.
- e. Warranty / guarantee, for all software items, shall be on the basis of on-site maintenance and up- gradation to the latest version issued during the warranty period.
- f. Suppliers not agreeing to the above terms of warranty/guarantee need not quote.

25. Payment

Payment for Goods and Services shall be made in Indian Rupees as follows: Full Contract Price of the goods shall be paid within 30 days on receipt of goods and upon submission of the documents specified above and on final acceptance by the Purchaser's representative for the respective delivery, installation and commissioning.

26. Qualification Criteria: -

The tender inviting & Accepting Authority through an "Evaluation Committee" will determine

the eligibility of each bidder, the bidders shall have to meet all the minimum regarding.

- a. Financial Capacity.
- b. Technical Capability comprising of personal & equipment capability including make and model of each items..
- c. Experience / Credential: -

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above If; any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice.

27. INSTRUCTION TO BIDDERS

a. *General guidance for e-Tendering*

Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

b. *Registration of Bidder*

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

c. *Digital Signature certificate (DSC)*

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate(DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in **Clause 2 of Guideline to Tenderer** DSC is given as a USB e-Token.

- d. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in **Clause 2 using the Digital Signature Certificate**. This is the only mode of collection of Tender Documents.

e. *Submission of Tenders.*

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

f. *Technical proposal*

The Technical proposal should contain scanned copies of the following further two covers(folders).

- Detailed Technical specifications, Terms & Conditions and Delivery period to be submitted on firm's letter head
- Sale tax and income tax clearance certificate should be furnished by the contractor for contract value above Rs 50000.00
- Brochure/Leaflets/Technical Information of the item(s), if any
- Proof of EMD (mention amount number and date)
- Proof of PAN no. (mention no.....)

- Proof GST/Sales Tax Registration. (mention no.....)
- Warranty Certificate if any
- Any other relevant documents

g. Financial proposal

- The financial proposal should contain the following documents in one cover(folder) i.e. Bill of quantities(BOQ) the bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.

28. **Penalty for suppression / distortion of facts**

Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

29. **Rejection of bid & Tender**

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender accepting authority) action.

30. **Award of contract**

If bid capacity is found inadequate the department would be at liberty to accept his bid only such number of work for which his capacity would permit. In such case the choice of work awarded would rest with tender accepting authority.

ANNEXURE-I

Undertaking

I do hereby certify that all the information furnished above is true to the best of my knowledge. And I have no objection to the College verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency/bidder

Official seal/ stamp

Date:

Place

ANNEXURE-II

PARTICULARS OF BIDDERS

(Photocopy of Necessary Documents to be enclosed with this format)

S. No.	Items	Information /inputs to be filled by the Bidder/ tenderer (if required separate sheets may be enclosed)	
1.	Name and address of the Company/agency, telephone number, fax, mobile number, email address		
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)		
3.	Name and address of the directors/ proprietor /partners		
4.	Year of formation of the company/ experience as a security service agency		
5.	Nature of business carried by the company		
6.	Branches in other cities in India and contact details		
7.	Any sister concerns and their address		
8.	Details of registration		
9.	Banker's name and address Bank Account No IFSC Code:		
10	Details of Earnest Money Deposit	Amount	
		Draft No.	
		Date	
		Bank	
		Branch	
10.	Total number of permanent employees of the firm		
11.	Contact number in case of emergency		
13.	Total turnover of the agency during last three financial years		
14.	Details of registration with statutory authorities like PF, Gratuity, ESI etc		
15.	(a) Service tax number/ certificate		
	(b) PAN number		
	(c) GST No		
16.	Change of the firm name at any time. If so, when and reason thereof		
17.	Infrastructure details		
18.	Dispute, if any		

Additional Clause for Engagement of Security personnel

Sealed e-Tenders in prescribed format are invited by the **Officer-in-Charge**, The Govt. College of Engineering and Textile Technology, Berhampore from the reputed, resourceful, well experienced and financially sound Agencies/Companies/Firms for Deployment of Security Personnel(preferably XSM & age within 50 (fifty six) years as on 31st Aug, 2017) for guarding the properties/ premises and other security related jobs at the College and Hostel premises situated respectively at 4, Cantonment Road, Barrack square, Berhampore and at NH-34 bypass, Opposite to Madhupur Bazar, Berhampore.

SUMMARY OF ESSENTIAL TERMS & CONDITIONS

1. The sealed cover containing quotations/tenders must be super scribed "**Tender for SECURITY SERVICES 2017-18**"
2. For each of the specified work Bid/Tender must be submitted in duplicate, clearly marking each With Bid (Original)", Bid (Duplicate)" as appropriate. The Bidders shall seal the original and each Copy of the bid in separate inner envelopes then place all the inner envelopes in an outer cover. The outer cover should bear the Tender No
3. Following steps should be followed to submit the BID
 - ✓ **Technical bid** and **Price bid** for each Category should be submitted in separate cover.
 - ✓ Name of the BID with Category name (e.g., "**Technical BID of SECURITY SERVICES.**" or "**Price BID of SECURITY SERVICES**". etc) must be clearly indicated in bold letter on the respective cover.
 - ✓ Bid/Tender must be submitted in duplicate, clearly marking each with Bid (Original)", Bid (Duplicate)" as appropriate.
 - ✓ The Bidders shall seal the original and each copy of the bid in separate inner envelopes then place all the inner envelopes in an outer cover.
 - ✓ The outer cover should bear the Tender No .
 - ✓ .

ESSENTIAL TERMS & CONDITIONS

4. The sealed cover containing quotations/tenders must be super scribed "**Tender for SECURITY SERVICES 2017-18**"

Failure to furnish all above steps may result in rejection of its bid.

5. The bidders are required to produce copies of latest IT returns, Copy of Profession Tax License., Copy of Shop & Establishment License / registration of firm, ESI & EPF for the employee and gun license from the competent authority.
6. While deciding upon the selection of contractor emphasis will be laid on the ability and competence of applicants to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
7. **The contract for the mentioned security job shall be valid for one year from issue of work order.** The College also reserves the right/option to extend the validity of this contract for a further period not exceeding 1 year on the same terms and conditions and at the same rates and financial obligations.
8. Intending applicants are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, competence and adequate evidence of their financial standing, satisfactory certificates from the institutions where they are engaged etc. , which will be kept confidential.

9. The **Officer-in-Charge** reserves the complete right to approve/cancel any quotation, including the lowest one without any explanation whatsoever. Withdrawal or part execution of offer will not be entertained in any case. The contractor may have to furnish Rate Analysis for the scrutiny of rates by GCETT-Berhampore for negotiation, etc. if required.
10. Bids which do not fulfill all or any of the GCETT-B's conditions or are incomplete in any respect and tenders with the contractor's own conditions other than those specified by GCETT-B are liable to be rejected.
11. Areas or items pertaining to guard and protect as security service have been kept ready in the respective premises for inspection/observation by the interested concerns, to facilitate estimation by the said concerns.
12. The Bidder shall quote unit rate which shall comprise of monthly remuneration, ESI, EPF & other statutory costs and Service Charges only in the format of quotation attached. Compliance of EPF lie on the agency.
13. The service tax and any other such tax liable to be paid by them shall be quoted by the bidder separately.
14. Preferences will be given the concerns having adequate experience in providing such services to other educational institutions and the said concern is expected to provide relevant credentials.
15. Authorized agents of the renowned service providers are eligible to participate in the tender provided they should furnish the respective authorization for the services quoted in the format provided in the tender documents.
16. If the bid amount is more than one lakh, the Bidder should have an average annual Turnover of Rs.3 lakhs during the preceding 2 years (documentary proof to be enclosed)
17. Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would be firm up to the end of the contract period i.e. up to 31 August 2017.
18. The organization should have adequate experience in the field. (Documentary proof as certificates from other employers should be enclosed)
19. Tender Document is non-transferable.
20. The contractor shall enclose a Demand Draft/Pay order amounting to **Rs. 5,000/- (Rupees Five Thousand only)** drawn on any Nationalized Bank payable at Berhampore, in favour of the **Officer-in-Charge**, Govt. College of Engineering and Textile Technology, Berhampore, , 4 Cantonment Road, Barrack Square (East)Berhampore, Murshidabad, West Bengal-742101 towards Earnest Money Deposit (EMD) failing which the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded within a reasonable period of time. The successful contractor shall be issued the Work Order by the **Officer-in-Charge** , GCETT-B and should commence the work as per the terms and conditions contained therein.
21. All the pages of the Tender Document should be signed, stamped and submitted with the offer.
22. All successful bidders may be asked to furnish **Performance security** in the form of a D.D/FD or with a Bank Guarantee by a recognized bank for an amount of **Rs.20000/-** as security for compliance with the Service Providers' performance obligations.
23. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the **Officer-in-Charge**, GCETT-B, who will review the same and information sought if not clearly indicated or specified, GCETT-B will issue clarifications to all the Bidders which will become part of the Contract Document. GCETT-B will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of the GCETT-B before three working days prior to the date of submission of the Tender.
24. Further, clarifications, if any required may be obtained from The **Officer-in-Charge**, Govt. College of Engineering and Textile Technology, Berhampore, 4 Cantonment Road, Barrack Square (East)Berhampore, Murshidabad, West Bengal-742101.
25. The sealed covers will be opened. in presence of the **Officer-in-Charge** or his nominated representative and in presence of nominated representatives of the bidder, at the college.
26. This Notice Inviting Tender (NIT) shall also form part of the Tender Document.

Security Services at Govt. College of Engineering & Textile Technology at 4 Cantonment Road, Barrack Square (East)Berhampore, Murshidabad, West Bengal-742101 and College Hostel- Berhampore,Beside NH-34, West Bengal -742101 .

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS OF AMC

- 1) Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- 2) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish Rate Analysis for scrutiny of the rates by GCETT-B, if required.
- 3) Rates should include all Taxes (IT, WCT, VAT, etc.), Duties, Octroi, Levies, Wages as per relevant Act, etc. and should be firm for the entire Contract period. Under any circumstances, no price escalations whatsoever shall be entertained during the contract period, except the wages of the security personnel as notified by the Labour department of the Govt.of West Bengal. Service tax, if applicable, shall be paid extra depending upon the rate decided by Government of India from time to time.
- 4) **The contract shall be valid for one year from the issue of work order.** The College also reserves the right/option to extend the validity of this contract for a further period not exceeding 1 year on the same terms and conditions and at the same rates and financial obligations.
- 5) Monthly payment will be made in the case of Comprehensive maintenance works based on bill submitted by the contractor and certified by the Officials of GCETT-B.
- 6) All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. GCETT-B shall not be responsible in any manner in the event of non compliance with various labour laws in force by the contractor and the onus of compliance lies with the contractor. GCETT-B shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws. The contractor should ensure payments to the security personnel as per latest minimum wages act and also payment to be disbursed to the security personnel through respective bank accounts on or before 7th of every month irrespective of the fact that previous monthly bill is paid or not by GCETT-B.
- 7) Separate work orders will be issued by GCETT-B in respect of additional works which are not covered under the comprehensive monthly charges. The bills for the same to be submitted within a period of one month after completion of the work. GCETT-B will be at its liberty to reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
- 8) Such additional works shall be paid at material rate of the security personnel plus 15% towards Contractor's overhead & profit. No other costs shall be paid by GCETT-B for such works. The Rate Analysis, if required, shall be submitted by the Contractor for scrutiny and approval of GCETT-B.
- 9) Income Tax, Works Contract Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
- 10) The Contractor should arrange to obtain necessary insurance cover (accident etc.) per person (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him. A copy of the valid insurance policy may be furnished to GCETT-B at the time of commencement of the contract. The policy shall remain valid during currency of contract.
- 11) The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform(one for summer and one for winter), ex-gratia, gratuity, Provident Fund, Workman Compensation, etc. if any., The expenditure incurred by the contractor towards payment of employer's share of EPF contributions, for this contract, shall be included in the price bid, however, proof of such actual payments (counterfoils) & other documents such as registration number, photo card etc. must be kept ready for inspection by the GCETT-B officers.
- 12) The contractor shall deploy such minimum number of qualified and experienced staff as indicated in his bid to ensure that the work is attended, in time, as per the scope of work of the tender, to the satisfaction of GCETT-B
- 13) The Contractor shall employ the required number of security personnel and keep the attendance record properly so that same can be inspected by the competent authority.

- 14) The Contractor shall abide by the requirements of Security Section from time to time and shall strictly follow the obligation required by the college.
- 15) The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
- 16) The Contractor or his authorized representative should visit the site frequently as required by GCETT-B and meet Officials with prior appointment for any clarifications and to receive instructions.
- 17) The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of GCETT-B. The contractor shall fully compensate GCETT-B for such damage/loss. The decision of GCETT-B in this regard shall be final and binding. In the event, any damage is caused to the movable or immovable property of the GCETT-B or its client or to the property of the employees of the GCETT-B, the GCETT-B reserves the right to compute the damage in terms of money and to deduct the money from your bill or from the amount payable to you by the GCETT-B and the remaining amount, if any by way of civil damages.
- 18) Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to GCETT-B or any of its clients in kind or cash will be viewed seriously and GCETT-B will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
- 19) In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, GCETT-B reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
- 20) The contracting Agency will be required to sign a contract with the GCETT-B as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Tender document and accepted bid will also form the part of the Model Agreement. The formal agreement (Proforma enclosed) on a non-judicial stamp paper of Rs. 100.00 will have to be entered into between you and the GCETT-B (herein after referred to as GCETT-B) for the proper fulfillment of the contract.
- 21) Scope of work: As per details given separately
- 22) The personnel deputed at the work premises must have adequate knowledge and experiences of the work involved and are punctual and disciplined in all manners.
- 23) The person deputed should not suffer from any infectious disease and should be able bodied person.
- 24) Replacement of personnel to be made as and when advised by the GCETT-B.
- 25) There should be adequate provision for Reliever.
- 26) All personnel while on duty must carry identity card, to be provided by the executing agency.
- 27) Permission or license from the competent authority will be required to be obtained, if and where necessary.
- 28) It is necessary to implement various functions listed in the draft agreement provided with order.
- 29) For non-performance or part performance or failure to discharge obligations under this work, the GCETT-B will hold or deduct the appropriate amount.
- 30) After expiry of the contract with the GCETT-B or on termination of the contract and handing over of charge, all the personnel provided should be removed peacefully.
- 31) All personnel will report to duty only in full uniform.
- 32) It is to be ensured that no personnel report for duty in drunken state or consume drugs, prohibited substance, smoke etc. while on duty.
- 33) You shall indemnify the GCETT-B from all liabilities arising out of any payment made by the GCETT-B to Government (Central, State, Semi Government) statutory authority or any payment made under any statute/ notification of the government (Central/State) or statutory authority in respect of your employees or in respect of any claims made by your employees against the GCETT-B. You shall also indemnify the GCETT-B from all liabilities arising out of poor/unsatisfactory performance of your employees made by the clients on the GCETT-B.
- 34) You shall be responsible for all acts done by the Workmen Employee engaged by you and or maintenance of proper discipline by your workmen employee at the premises of the company. You shall also be responsible for maintenance or proper records as required under the provisions of various Labour laws applicable to the "Contractor and contract employees".
- 35) You are not to use the Trademark and / or trade name of the GCETT-B or letterheads of the GCETT-B. You will not hold yourself as an agent of the GCETT-B. The relationship between the contractor and the GCETT-B being a principal to principal basis.
- 36) You shall not use the GCETT-B's address on your letterhead stationary for purpose of registration with any Government/Local Body or any other company or person and no tenancy shall be created by the presence of your workman/ employee on the GCETT-B's premises.
- 37) Payment: Your bill in triplicate along with signed attendance sheet should be submitted to the Principal/Officer-in-charge. The payment will be made in due course maintaining required formalities. On

account of late allocation of fund under budgetary provisions, there might be some delay in payment of bills at the beginning of each financial year. In such cases, the contractor should always maintain regular payment schedule of salary to all the workmen engaged, in anticipation. On the other hand, the contractor should always be up-to-date in payment of all contributions towards EPF, ESI etc., even in the event of delay in receiving the payment from the college. To ensure proper salary disbursement to the security personnel, the contractor is required to make the salary payments directly through respective bank accounts on or before 7th of every month irrespective of the fact that previous monthly bill is paid or not by GCETT-B and necessary bills must be submitted to the college for reimbursement together with proof of salary credit in the bank accounts for the concerned month.(salary of each employee could be transferred online or through account payee cheques).

- 38) If in the opinion of GCETT-B, the salary disbursement by the contractor is not satisfactory, or if there is any complain by the engaged security personnel, the GCETT-B may decide depending upon the gravity of the situation to disburse the salary directly to the respective security personnel accounts.
- 39) **If any dispute arises on any matter concerning this Contract, the decision of GCETT-B shall be final and binding.**
- 40) The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
- 41) The work should be carried out with least inconvenience to the occupants/ staff members of GCETT-B. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by GCETT-B in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the occupants. The contractor shall provide photo identity card to its workers including the leave reservoirs. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
- 42) **EXIT:**
 - i. First three months on a trial basis. If the work is not satisfactory, the contract may either be terminated or extended for another three months for us to observe for any further improvement.
 - ii. The contract is liable for termination by giving one month notice by the College and **three months** notice by the contractor. However, the contract may be terminated by the College without allowing notice period, if the quality of the work is found not satisfactory. The Security Deposit under these circumstances will be forfeited.
- 43) The contractor shall provide mobile phone to the security personnel.
- 44) Contractors should provide 2 sets of uniforms (summer and winter both) of approved color for the employees deputed in GCETT-B at his cost.
- 45) **The contractor shall ensure to provide an alternate qualified manpower or replace with a stand by in case any of the regular staff deployed is absent or on leave.**
- 46) The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of GCETT-B.
- 47) Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would be firm up to the end of the contract period i.e. up to 31 August 2017.
- 48) If in the opinion of GCETT-B the work done by the contractor is not satisfactory, GCETT-B may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
- 49) The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
- 50) Contractor shall extend necessary help to other Contractors engaged by GCETT-B under separate contract for their respective work.
- 51) Contractor shall be required to furnish GCETT-B, as and when required, the following:
 - i. The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - ii. Wage Book, Attendance Register pertaining to security personnel engaged under this contract.
 - iii. Validity of Insurance Policies, Security Personnel Contract License relating to staff engaged at GCETT-B site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - iv. Contractor shall vouch safe bona fide, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by him.
- 52) The contractor shall remove from work any security person who is found to be failing in his duties or whose

presence in premises is otherwise objectionable in the opinion of GCETT-B.

- 53) The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. GCETT-B shall in no way be corrected with such manpower and they shall have no claim whatever against the Institute.
- 54) The contractor shall provide everything necessary for the proper execution of the works. GCETT-B will not supply any Tools & Plants (T&P) or any other equipment, labour, etc. The Contractor shall at his own cost and expenses provide all the supervision tools, apparatus, conveyance, uniforms etc. and specified materials required for execution of the work covered by this contract to the entire satisfaction of GCETT-B.
- 55) Notwithstanding anything contained therein the security personnel employed by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against GCETT-B. GCETT-B also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
- 56) In case the contractor fails to deploy the average number of qualified personnel as indicated in bid, deduction from the monthly bill would be done proportionately.
- 57) In case of any stoppage of work resorted to by the employees of the Contractors, GCETT-B reserves the right to employ other Contractor's workers, without any notice for carrying out the security service. In such cases, either the actual cost on whole day basis shall be deducted from the Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges of 2%.
 - i. **The contract shall be valid for one year from the issue of work order.** The College also reserves the right/option to extend the validity of this contract for a further period not exceeding 2 years on the same terms and conditions and at the same rates and financial obligations.
 - ii. Forfeiture clause: In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice and the security deposit shall be forfeited.
 - iii. Recovery of income tax, education cess, work contract tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.
- 58) Transit accommodation for use by shift staff shall not be made available in GCETT-B campus. Electricity charges would be recovered on actual. Under special circumstances, the allotment of accommodation will be purely at the pleasure and convenience of GCETT-B and the contractor will have to vacate the accommodation at the time of completion of the contract or earlier if required by GCETT-B.
- 59) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by GCETT-B. The list along with the copies of the identity, address proof and Bank account nos. of the security personnel including the reserve pool must be submitted before undertaking the job.
- 60) The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the INTENDING Office valid for the period of contract.
- 61) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

$$\text{Total Monthly Remuneration} = \text{Monthly remuneration-A1} \\ \text{where A1} = \frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of presence}$$

- 62) In case of vacation and long Holidays when the college remains closed or when most of the hostel boarders are away, then for mutually decided, reduced workload remuneration would proportionately be reduced.
- 63) **Submission of Tenders:** The tender shall be submitted in a wax sealed master envelope with the name of job (i.e. "Tender for -----Services") super scribed over it. The name and address of the bidder shall be written on the bottom left hand corner of the envelope. The tender shall be addressed to **The Officer-in-Charge, Govt. College of Engineering & Textile Technology, Berhampore 4, Cantonment Road, Barrack Square, Berhampore, West Bengal-742101** "The documents can be submitted up to be submitted in three parts i.e. 1) Earnest Money 2) Technical Bid (Qualifying Requirement) 3) Price-Bid in a separate sealed envelope, indicating specific part on the envelop.

The Qualifying Requirement :envelope shall contain the following:-

- a) Tender Document duly filled and signed.
- b) Bidder's covering letter (As per the enclosed Pro forma)
- c) Crossed Demand Draft for Earnest Money in separate envelope.

- d) Copy of License under W.B.Private Security Agency (Regulation) Act, 2005.
- e) PAN Number and copy of latest Income Tax return of the company/firm etc.
- f) Service tax Number.
- g) Copy of Profession Tax License.
- h) Copy of Shop & Establishment License / registration of firm.
- i) PF registration Number / Account.
- j) Experience certificate / Company's profile.
- k) List of Clients.
- l) Satisfactory Performance certificate from the clients.
- m) ESI certificate or certificate of accidental insurance of the employees.
- n) License for using arms by the arm guards.

All pages of tender document including various annexure shall be signed and stamped at the lower right hand corner and wherever required by the bidder.

- 64) Turnover: The Security Agency should have Annual turnover of at least Rs. 3 lakhs and above. They should also enclose their Bank Statement to this effect for the Financial Year 2014-15.
- 65) Opening of Tender: Tender papers including price bids will be opened in presence of attending bidders.
- 66) Care in submission of tender:
 - a) Before submitting his/her tender, the bidders shall be deemed to have satisfied himself/herself by actual inspection of the site and locality regarding the site conditions, working hours, approach road, available working area, working conditions of the Institute, etc., that are likely to encountered during the execution of works and he shall be deemed to have taken all these factors into account while quoting the rates. The rate quoted by him/her shall be deemed to be all inclusive for execution of work to the satisfaction of the **Officer-in-Charge**, GCETT-B.
 - b) The tender document shall not contain any interlineations, erasures or overwriting except as necessary to correct the errors made by the bidders in which case such correction shall be initialed by the bidder along with his company's stamp.
 - c) The tender duly filled in all respects must be received by "The **Officer-in-Charge**, GCETT-Berhampore" not later than stipulated time and date as mentioned in the tender schedule.
 - d) Any tender received later than the dead line prescribed for submission is liable to be rejected.
 - e) The sealed envelopes shall be superscripted as "Tender for Security Services"
 - f) The quoted rates should be inclusive of cost towards basic wages+ DA, statutory components, like PF, Gratuity, Leave Compensation, ESI, Bonus, etc. uniform, from time to time and all taxes to perform such service related work in all respect.
- 67) Omission and discrepancies

Should a bidder finds discrepancies in or omissions from the document or any of the tender documents or should be in doubt as their meaning; he/she should at once notify the authority inviting the tenders, who may send a written instruction to all the bidders. It must be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful bidder shall take upon himself/herself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account.
- 68) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 69) The right of acceptance of the tender will rest with The **Officer-in-Charge**, GCETT-Berhampore", who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received without assigning any reasons whatsoever. Price Bids of the qualifying bidders in the Technical Bid will be opened. Wherever the tender in which any of the prescribed conditions is not fulfilled or incomplete in any respect is liable to be rejected without assigning the reasons. No correspondence shall be entertained in this regard.
- 70) Misleading information: If the bidder / bidders deliberately gives / give wrong information or suppresses any material facts or makes/make false representations in this tender or creates/create circumstances for the

acceptance of his/her/their tender, GCETT-B reserves the right to reject such tender at any stage or cancel the order even after acceptance of the tender at the risk and cost of the bidder/bidders.

- 71) Signing of contract: The successful bidder has to sign the agreement deed (the format of the draft agreement deed is attached as Annexure) on non-judicial stamp paper of valued Rs. 100/- within 7 days from the receipt of offer of contract. The successful bidder has to arrange the stamp paper at his/her own cost.
- 72) Security deposit: The successful bidder may be required to furnish a bank guarantee/Fixed Deposit in the name of the **Officer-in-Charge**, GCETT-Berhampore for the amount of Rs.20000/- as a security deposit (or any other suitable amount as decided by the college authority) before commencing the work for due discharge of obligations under the contract, Security deposit will remain with the institute as long as the contract is in force. The security amount fully or in part is liable to be forfeited in case the agency commits breach of any of the conditions mentioned above. If not forfeited, the security money is liable to be refunded to the agency on the expiry of the contract period. No interest will be paid on that.

EVALUATION OF BID:

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions set. Intending applicants are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, competence and adequate evidence of their financial standing, etc. **The bid will be treated as non-responsive if following documents are not attached:**

- a) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude.
- b) List of clients along with cost of assignment.
- c) Satisfactory performance certificate from the clients.
- d) PAN No. and Current IT clearance certificate.
- e) Attested copy of proof of Service Tax Registration.
- f) The Bidder shall deposit Rs.5,000/- (Three thousand only) in the form of Bank DD/Pay Order drawn in favour of Government College of Engineering & Textile Technology Berhampore payable at Berhampore as earnest money along with the Bid. The earnest money shall be refunded to the unsuccessful bidders after the award of the contract.
- g) Remuneration of staff, quoted below minimum wages applicable for Un-skilled, Semi-skilled Staff in the Govt. of West Bengal shall render the Bid disqualified for evaluation.
- h) While deciding upon the selection of contractor emphasis will be laid on the ability and competence of applicants to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.

Price Bid: The Service Provider should quote Security Guards allowance as per Minimum Wages Act including all statutory payments, service charges and applicable service tax for providing the Security Guards.

Award of Contract:

- (a) The GCETT-B will finally award the contract to the bidder whose Bid has been determined to be substantially responsive in technical bid and who has offered the lowest price.
- (c) The College prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the College reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.

Safety Conditions of the Contract:

As part of the contract, the contractor must satisfy the under mentioned safety requirements and must ensure at all time that these are followed without any deviation.

1. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.

SCOPE OF WORK

Providing security services by deploying required number of security personnel and installation, monitoring and maintenance of modern security systems at Govt. College of Engineering & Textile Technology at 4 Cantonment Road, Barrack Square (East)Berhampore, Murshidabad, West Bengal-742101 and College Hostel Berhampore, Beside NH-34, West Bengal -742101 .

1. The agency shall provide security services by deploying adequately trained and well disciplined security personnel to safeguard the college and hostel 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 its complex.
2. The security personnel shall be deployed round the clock in 3 shifts at the premises to safeguard the premises.
3. The agency shall be responsible for opening/closing of the building and rooms as necessitated/ directed by Govt. College of Engineering & Textile Technology, Berhampore on working and closed days.
4. The agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on holidays/off days, as the case may be.
5. The agency shall maintain records of inward and outward movement of men, materials, etc with proper check on the same as per instructions given from time to time by the College authority.
6. The security personnel deployed shall take regular rounds of the premises to maintain strict vigil and remain alert.
7. The security personnel shall be duly trained in fire safety operations. They should be trained to operate various fire control equipment installed at building.
8. The agency shall keep the College authority informed of all the matters of security and cooperate in the investigation of any incident relating to security.
9. The agency shall be responsible for protection, monitoring of the security gadgets, especially CCTV/IPTV cameras installed at the office premises and ensure proper access control mechanisms.

**DRAFT
SECURITY SERVICES AGREEMENT**

Made and entered into by and between: Govt. College of Engineering and Textile Technology, Berhampore, W.B. (GCETT-B) And ----- (Security Agency) Registration No: ----- referred to as “THE SERVICE PROVIDER”

WHEREAS: THE SERVICE PROVIDER and GCETT-B have agreed that THE SERVICE PROVIDER will provide GCETT-B with a professional and acceptable level of security services in terms of the prevailing WB security ACT specified levels of training. These services will be carried out in terms of clause 1 of this Agreement. AND WHEREAS GCETT-B has undertaken to pay THE SERVICE PROVIDER charges in respect of the said service: AND WHEREAS THE SERVICE PROVIDER and GCETT-B desire to record their agreement in regard to the above in writing. NOW THEREFORE IT IS AGREED AS FOLLOWS

Items	Categories	Description
SERVICES	1.	THE SERVICE PROVIDER undertakes to furnish GCETT-B protection and security service such as keeping peace and order, providing physical security and service to college and hostel’ student, employees, visitors, protection of property, etc., including security personnel and supervision at the college and Hostel premises located at 4, Cantonment Road, Barrack Square, Berhampore, W.B. and NH-34 Bypass, Opposite Madhupur Bazar, Berhampore, W.B. the service shall include the following, among others:
	2.	To see and ensure that no illegal, dangerous, harmful or objectionable materials, articles or services, or the same which can otherwise cause annoyance or disturbance to college and Hostel premises and to assist the college in removing the same, if any, from its premises:
	3.	To see and ensure that no persons who obviously have no business with the college and hostel or personnel, or who obviously are unwanted, undesirable, dangerous, or otherwise objectionable, enter the college and hostel and to assist the college and hostel in removing such person from its premise.
	4.	To see and ensure that the agency shall be responsible for opening/closing of the building and rooms as necessitated/ directed by Govt. College of Engineering & Textile Technology , Berhampore on working and closed days.
	5.	To see and ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on holidays/off days, as the case may be
	6.	To see and ensure that records of inward and outward movement of men, materials, etc with proper check on the same as per instructions given from time to time by the College authority.
	7.	To see and ensure that the roads and pavements and parking areas within the college and hostel premises are at all time in good order and free from congestion of motor vehicles and other articles or materials not authorized by the college and hostel, to be left thereon, and to assist the college and hostel in removing the same from its premises
	8.	To see and ensure that the college and hostel be reported and alerted of any security problem or anything or any circumstance that is obviously unsafe or out of order and can cause damage of harm to its property, guests, customers, personnel and visitors.

9.	The sole function of the services provided by THE SERVICE PROVIDER is to prevent the risk of loss or damage by fire, theft, burglary or vandalism, by carrying out Access/Egress control, Patrols, Searches and in so doing, THE SERVICE PROVIDER will use its best endeavours to protect the students, employees and visitors at the GCETT-B properties;
10.	THE SERVICE PROVIDER shall ensure that all THE SERVICE PROVIDER personnel are made familiar with college procedures and protocols as shall be available to THE SERVICE PROVIDER from time to time, and that THE SERVICE PROVIDER personnel comply fully with such college protocols.
11.	To recommend, where necessary of desirable in its opinion, improvement to safety or security measures and procedures to promote safety and security for college and hostel' property, peace and order within the college and hostel premise.
12.	In order to ensure a consistent service quality THE SERVICE PROVIDER must provide all permanent security guards exclusively assigned to perform in the college and hostel premises.
13.	All permanent and regular replacement THE SERVICE PROVIDER personnel will be subject to prior approval from the college and hostel administration.
14.	To assist the college, hostel and government authorities, where applicable, in restoring peace, law and order at the college and hostel premises in the event peace is breached and violence occurs, offence committed or disaster, loss or damage is incurred to the college and hostel premises or property, or to property of students, employees, guests, visitors, or any other personnel related to college (such as other service provider's personnel).
15.	THE SERVICE PROVIDER Will provide overall security service management and supervision including inspection of not less than one per day, of college and hostel' property and THE SERVICE PROVIDER personnel on duty at irregular intervals daily.
16.	THE SERVICE PROVIDER security guard personnel assigned to duty will comply with all reasonable instructions pertinent to protection and security service at the college premises as may be issued by the college.
17.	THE SERVICE PROVIDER agrees to immediately reassign and replace any, of its security personnel deemed incompetent, careless, insubordinate or otherwise objectionable, if requested by the college and hostel.
18.	THE SERVICE PROVIDER security personnel will be outfitted in uniform consisting of a regulation only THE SERVICE PROVIDER personnel who are dressed and equipped properly will be admitted to duty at the college and hostel premises. THE SERVICE PROVIDER provides all wages, training, uniform, supplies, food, transportation and Relief personnel necessary for the implementation of this agreement, workmen's compensation insurance and other such employer responsibilities required under Indian law will be assumed by THE SERVICE PROVIDER
19.	THE SERVICE PROVIDER shall have and provide the college and hostel in advance for approval, the duty roster of personnel during the forth coming weeks, giving their respective names, assignment duty periods, etc. each and every THE SERVICE PROVIDER personnel who reports for duty must valid identity card and sign his name in the appropriate register provided for the purpose At all time the supervisor who shall act as liaison official of THE SERVICE PROVIDER vis-à-vis college and hostel in all matters concerning the performance of duty at the college and hostel premises by THE SERVICE PROVIDER personnel.
20.	The college and hostel shall notify THE SERVICE PROVIDER from time to time of the college and hostel officers who will receive report form THE SERVICE PROVIDER personnel in all matters providing for in this agreement.

	21.	THE SERVICE PROVIDER shall be liable only for losses or damage of the guards property owned by or under the care or custody or control of the college and hostel which loss or damage is caused by the negligent or intentional or fraudulent or dishonest act or omissions of employees assigned to guard such property, committed or omitted during the hours such employees are responsible for guarding such property, such loss must be reported by the college and hostel to appropriate law enforcement authorities and to THE SERVICE PROVIDER within twenty four (24) hours of slush discovery.
Liability:	1.	College agrees and undertakes to provide security lighting and fencing, buildings and grounding, in a reasonable state of maintenance and repair, and to comply in so far as possible with reasonable THE SERVICE PROVIDER recommendation for improvement of physical security condition at the college and hostel premises. Security telephone, firefighting equipment, pass control document, etc. shall be maintained by the college and hostel
GCETT-B Responsibility:	2.	GCETT-B shall where reasonably possible supply a room or gatehouse for the use of THE SERVICE PROVIDER'S personnel near the gate entrance to GCETT-B and hostel premises. If facilities are supplied, telephones, etc., will be charged for. THE SERVICE PROVIDER will maintain the facility in respect of repair and cleanliness.
	3.	GCETT-B undertakes to co-operate with THE SERVICE PROVIDER and its security personnel, and to comply with reasonable requests made by THE SERVICE PROVIDER from time to time, to facilitate the rendering by THE SERVICE PROVIDER of its services under this agreement.
Period of Agreement	1.	This contract shall commence on _____ and terminate on _____. Thereafter there will be no automatic roll-over.
PAYMENT	1	The security agency shall submit their bills after the completion of each month during the first week of the following months of the services rendered previous mounts to the Officer in Charge,GCETT-B The payment will be made by cross Cheque on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Principal, GCETT-B whose decision shall be final and binding on the security agency.
	2	The contract price and any other monies due and payable by GCETT-B to THE SERVICE PROVIDER shall be due by the 1st half of the following month in which the services are rendered. GCETT-B shall make payment to THE SERVICE PROVIDER of all amounts payable in terms of this agreement in cheque at THE SERVICE PROVIDER'S domicilium set out herein, or at such other address as may be stipulated by THE SERVICE PROVIDER from time to time.
	3	While collecting the payments for any month THE SERVICE PROVIDER should submit copies of receipts of payments made to his security personnel for the previous month.
	4	The contract price shall be fixed for the whole duration of the contract
WARRANTIES	1.	. GCETT-B hereby warrants that it knows, to the best of its knowledge, of nothing which will, in any way, complicate or render more difficult or dangerous the services to be rendered by THE SERVICE PROVIDER
	2.	GCETT-B acknowledges that no representations, warranties or guarantees of whatsoever nature and kind, other than those contained in this document have been made to it by THE SERVICE PROVIDER or its agents or representatives to induce GCETT-B to enter into this agreement or for any other purpose whatsoever
	3.	GCETT-B hereby warrants that in the event of committing any offence on or in respect of the property or of the premises of GCETT-B or any part thereof that it instructs THE SERVICE PROVIDER or its security personnel to search any person or his belongings and or detain that it shall first have obtained the consent of such person to such search, and where GCETT-B is unavailable, the security personnel shall be at liberty , in such circumstances , to seek help of the local Police station accordingly.

SEARCH, ARREST, SEIZURE AND INDEMNITIES	1.	GCETT-B hereby cannot be made responsible by THE SERVICE PROVIDER, its employees, representatives and security personnel against any claim for direct or consequential which might be made against any one or more or all of them, and which claim arises out of or is in connection with any search conducted or arrest effected, or any other service performed by THE SERVICE PROVIDER in terms of or pursuant to this agreement, including such claim is as a result of any negligent act or omission on the part of THE SERVICE PROVIDER, its representatives, employees or directors.
	2.	Without derogating from the generality of any of the afore going provisions of this agreement, THE SERVICE PROVIDER shall not be liable for any other loss, liability, expense or damage of whatsoever nature (whether direct, indirect, consequential or otherwise) suffered by GCETT-B or any other person as a result of or which may be attributable to the services rendered by THE SERVICE PROVIDER under this agreement, or as a consequence of the execution of this agreement, save and accept where such loss, liability, expense or damage is caused as a result of the negligence of THE SERVICE PROVIDER, its employees, representatives or agents, or otherwise.
PUBLIC LIABILITY	1.	THE SERVICE PROVIDER should undertake to maintain an acceptable insurance policy to cover accident for his security personnel.
INSURANCE	2.	The security agency should agree to get all the security staff members and their employees insured against any liability arising under the workman’s compensation act or under the common law. The security agency must agree to indemnify against any claim that the Institute (GCETT-B) may have to meet in respect of their staff members and /or workman/employees on account of any accident or for any other reason.
DUTIES	1.	The security agency will provide the security services at the rates mentioned in the foregoing paragraph round the clock in four shifts running from 6.00 a.m to 2.00 p.m, 10.00 am to 6.00 pm., 2.00 p.m. to 10.00 p.m., 10.00 p.m. to 6.00 a.m.
	2.	GCETT-B agrees and consents to employ or in any manner engage the services of THE SERVICE PROVIDER’S security personnel, either on a full time or part time basis, for any purpose whatever other than in terms of this agreement
	3.	The guards should perform one shift per day, double duties are not allowed.
	4.	The guards should be provided with uniforms, whistle, torch, baton etc.
	5.	The guards should wear neat uniform while on duty along with identity cards.
	6.	They should not leave the point unless and until the reliever comes for shift duties.
	7.	They have to verify all the labs, rooms etc of Campus after 5.30 p.m. to ensure as to whether all buildings are locked and electrical equipments i.e. lights, fans, air-conditioners etc are switched off properly.
	8.	Proper entries are to be made while handing over key to any staff of GCETT-B and while taking over too.
	9.	Patrolling to the identified sensitive point to be carried out every hour in the night.
	10.	The security staffs should follow the code of conduct , formalities and disciplines of Security System while on duty.
	11.	The security personnel should ensure that proper gate pass has been issued by the competent officers for the items taken out of the campus. In case of any doubts, they should immediately contact Officer In-charge, GCETT-B

ARBITRATION	1.	. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, than such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Institute (GCETT-B) his awards shall be governed by the provisions of the Arbitration & Conciliation Act for the time being in force in India Union and shall be binding on both the parties hereto
	2.	Neither party shall be entitled to cede, assign or transfer all or an of its rights and/or obligations in terms of this agreement, save with the prior written consent of the other party
CESSIONS	1.	Breach of contract by THE SERVICE PROVIDER would include the following:-
BREACHES	2.	Management failing to attend to agreed security standards and specifications, incidents and specific site requirements within a reasonable time of receipt of a written notification relating to same from GCETT-B;
	3.	The failure by THE SERVICE PROVIDER to utilize the facilities/equipment supplied by GCETT-B or by THE SERVICE PROVIDER responsibly and reasonably.
	4.	Failure of THE SERVICE PROVIDER to uniform THE SERVICE PROVIDER staff in a neat and appropriate manner. In the event of there being complaints relating to THE SERVICE PROVIDER staff not being uniformed in a neat and appropriate manner, such complaints should be forwarded to THE SERVICE PROVIDER in writing and THE SERVICE PROVIDER will then attend to the complaint within 7 days of receipt of such written complaint.
	5.	THE SERVICE PROVIDER failing to adhere to the relevant sectorial determination.
	6.	Failure to comply with the terms agreed in the GCETT-B Standard Terms and Conditions of Supply Agreement.
	7.	Breach of Contract by GCETT-B would include the following:-
	8.	GCETT-B failing to pay any amount due in terms of this agreement on due date;
	9.	GCETT-B committing a breach of any other provision of this agreement; or
	10.	In the event of GCETT-B being a govt. concern, is placed under policy changes, administrative changes etc.
	TERMINATION	1.
2.		The Principal/Officer-in-Charge, GCETT-B may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part: if the Service provider fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Principal/ Officer-in-Charge, GCETT-B and if the Service provider fails to perform any other obligation(s) under the Contract

	3.	In the event of GCETT-B breaching the agreement as set out in paragraph "Breaches" or breaching any other provision of this agreement and failing to remedy such breach within 3 (three) days of receipt of written notice requiring from The Service Provider to do so then, without prejudice to any of its rights, The Service Provider shall be entitled to cancel the agreement by giving one month's notice. During the notice period for termination of the contract, the Service Provider shall keep on discharging his duties as before till the expiry of notice period
	4.	In the event the Principal/Officer-in-Charge, GCETT-B terminates the Contract in whole or in part, pursuant to the conditions of contract. Principal/Officer-in-Charge, GCETT-B may procure, upon such terms and in such manner as it deems appropriate. Services or Services similar to those undelivered, and the Service provider shall be liable to the Principal/Officer-in-Charge, GCETT-B for any excess costs for such similar Services or Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.
	5.	The Principal/Officer-in-Charge, GCETT-B may at any time terminate the Contract by giving written notice to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Principal/Officer-in-Charge, GCETT-B.
	6.	The Principal/Officer-in-Charge, GCETT-B, by written notice sent to the Service provider may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Principal/Officer-in-Charge, GCETT-B's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.
	7.	Notwithstanding the provisions of conditions of contract under normal situations, the service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
FORCE MAJEURE	1.	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 or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Principal/Officer-in-Charge, GCETT-B either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	2.	If a Force Majeure situation arises the service provider shall promptly notify the Principal/Officer-in-Charge, GCETT-B in writing of such conditions and the cause thereof. Unless otherwise directed by the Principal/Officer-in-Charge, GCETT-B in writing, the service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	3.	This agreement together with GCETT-B'S standard terms and conditions constitute the sole record of the agreement between the parties in regard to the subject matter thereof and super-cedes any previous agreements. Should there be any discrepancy between GCETT-B's standard Terms and Conditions of Supply and this agreement then this agreement shall prevail.
GENERAL	1.	No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties except that the GCETT-B Standard Terms and Conditions of Supply will prevail.
	2.	This agreement shall in no way be binding on THE SERVICE PROVIDER unless and until signed on behalf of THE SERVICE PROVIDER by a manager duly authorized thereto.
	3.	THE SERVICE PROVIDER must be registered in terms of the Securities Act.
	4.	Each employee of THE SERVICE PROVIDER is to be registered/licensed as per the Securities Act and trained accordingly.

	5.	The services be supplied by THE SERVICE PROVIDER (Annexure A) to GCETT-B, the numbers and grades of staff (Annexure B), are attached.
	6.	The SERVICE PROVIDER is only to supply Category A, B, or C guards which will be allocated as shown in Appendix B.
	7.	The SERVICE PROVIDER will comply at all times with the Code of Conduct for Security Service Providers 2003, as prescribed under the Private Security Regulation Act 2005
	8.	It is further clarified that under no circumstances, the staff members and /or the workmen/employees of the SERVICE PROVIDER/ security agency shall be treated, regarded or considered or deemed to be the employees of the Institute (GCETT-B) and the security agency alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep indemnified the Institute (GCETT-B) against any claim that may have to meet towards the employees of the security agency.
	9.	Security guards to be deployed shall be preferably ex-servicemen with robust health and clean records preferably within age group of below 50. The watch and ward will be round the clock and/days of the week and shall be changed as per requirement. In case there is any change in employment of the Security Guard, such change shall be intimated in writing well in advance.
	10.	The security agency must agree to discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulation and provisions of law in force that may be applicable to them from time to time, viz, statutory obligations under Contract Labors (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen’s Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The security agency should agree to indemnify and keep indemnified the GCETT-B from any claims, loss or damages that may be caused to the college (GCETT-B) on account of the Security Agency’s failure to comply with their staff/employees employed by them or any loss or damage to one part due to acts/omissions of other part.
	11.	Each of the parties undertakes to keep confidential, and to endeavour to ensure that each of their respective employees and representatives keeps confidential, any information relating to the provisions of this agreement and their relationship inter se save to the extent to which any such information is in the public domain and/or is obtained from another lawful source and/or is required to be discharged and/or published to comply with any relevant legislative rules, regulations, requirements or directions
CONFIDENTIALITY	1.	Each of the parties undertakes to keep confidential, and to endeavour to ensure that each of their respective employees and representatives keeps confidential, any information relating to the provisions of this agreement and their relationship inter se save to the extent to which any such information is in the public domain and/or is obtained from another lawful source and/or is required to be discharged and/or published to comply with any relevant legislative rules, regulations, requirements or directions.

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2017

FOR AND ON BEHALF OF THE SERVICE PROVIDER who warrants that he is duly authorized to sign this agreement.

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2017

FOR AND ON BEHALF OF GCETT-B who warrants that he is duly authorized to sign this agreement.

Witness1:

Witness2:

AN UNDERTAKING TO BE SIGNED BY THE CONTRACTORS

To,
The Principal / Officer in Charge
GCETT- Berhampore,
West Bengal 742101

Sir,

1. Having examined the tender document thoroughly including instructions to Bidder's conditions of Contract, mode of payment, Schedule of Contract, Quantities, and Annexure etc. (every thing mentioned in the tender document), for execution of above mentioned jobs, we the undersigned offer to execute and complete the works, if we are awarded the job.
2. We undertake, if our Tender is accepted, to commence the works within seven days of issue of acceptance letter to commence works comprised in the contract.
3. If our tender is accepted, we will furnish the Security Deposit as per the terms and conditions mentioned in the Tender Document.
4. Unless and until an agreement is prepared and executed, the tender together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We hereby agree and accept all the terms and conditions mentioned in the tender document. We also agree to abide by and fulfill all the terms and provisions of the conditions of the contract, and in default thereof to and pay to GCETT-Berhampore the sums of money mentioned in the said conditions.

(Signature of the authorized signatory of the agency/bidder)

Date:-

Seal :-

ANNEXURE-I

Details of Inputs/ Information to be provided by the bidder

S. No.	Items	Information /inputs to be filled by the bidder (if required separate sheets may be enclosed)
1.	Name and address of the agency, telephone number, fax, mobile number, email address	
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)	
3.	Name and address of the directors/ proprietor /partners	
4.	Year of formation of the company/ experience as a security service agency	
5.	Nature of business carried by the company	
6.	Branches in other cities in India and contact details	
7.	Any sister concerns and their address	
8	Details of registration	
9.	Banker's name and address	
10.	Total number of employees of the firm	
11.	Contact numbers in case of emergency	
12.	Income tax return for the last three financial years	2014-15 2015-16 2016-17
13.	Total turnover of the agency during last three financial years	2014-15 2015-16 2016-17
14.	Details of registration with statutory authorities like PF, Gratuity, etc	
15.	ESI/Accidental Insurance details	
16.	(a) Service tax number/ certificate (b) PAN number (c) GST no	
17.	Change of the firm name at any time. If so, when and reason thereof	
18.	Infrastructure details	
19.	Dispute, if any	

Copies of relevant documents are to enclosed in support of above information.

ANNEXURE-II

Undertaking

I do hereby certify that all the information furnished above is true to the best of my knowledge. And I have no objection to the College verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency/bidder

Official seal/ stamp

Date:

Place

ANNEXURE-III

FORMAT FOR PRICE BID FOR DEPLOYING SECURITY GUARDS

(Offer for each security guard is to be given as per the format given below. However, total nos. of security guards are to be finalized/ deployed as per the requirement of the college which may be suggested/ mentioned in your offer after inspection of the site at the above mentioned address.)

PRICE FOR MAN POWER REQUIREMENT (Segregated rate of price as mentioned in BOQ in Price Bid in various categories and this rate must not be less rate as per the rules & regulation of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State). Tentative rate is shown as per current rate. Bidder are requested to submit price bid considering the current rate (both Central and State).								
S. No.	Particulars	No. of Security Un-armed required	Rate per person per Month	Total Amount for 06 persons for 12 months	No. of Security Armed Guard required	Rate per person per Month	Total Amount for 02 persons for 12 months	Total amount (Rs)
		(A)	(B)	C = A × B×12	(D)	(E)	F = D×E×12	G=C +F
1	Amount payable to the Security Guard per month including all amounts payable towards ESI, PF and Statutory contributions/benefits and all amounts to be deducted /remitted towards statutory dues/payments	06 (Six)	9926.00	714672	02 (Two)	11975	287400	1002072
2	Service charge of the Agency							
3	GST as per rule							
4	Total (Amount in word also)							

** As per the latest G.O the GST & others rate will be calculated.

Name of the Agency:
agency/bidder

Authorized signatory of the

Seal

Date:

Place

FORM OF TENDER

To The Officer-in-Charge

Govt. College of Engineering and Textile Technology
Cantonment Road,
Barrack Square, Berhampore,
West Bengal-742101

Dear Sir

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

1. Details of registration/ licence etc.

2. Our Bankers are:-
 - i.
 - ii.
2. Address of the firm:
Tel. No:
Fax:
Mobile No. :
3. Name of the persons with power of Attorney to sign the contract:

4. Name of the partner of the firm authorised to sign:

5. The names of the Partners/Directors of our firm are:

I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications described in the Tender Document and the Annexure containing Terms and Conditions.

I / We enclose herewith interest free Earnest Money Deposit (EMD) for Rs 3,000 (Rupees Three Thousand only) by Demand Draft/Pay order payable at Berhampore in favour of The Officer in Charge ,Govt. College of Engineering and Textile Technology, Cantonment Road, Barrack Square, Berhampore, West Bengal-742101 and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.

I / We agree to pay all Government (Central and State) Taxes such as Income Tax, trade tax, ,service tax etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.

The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever during commencing of the contract period.

I) _____

II) _____

NAME OF THE PERSON AUTHORISED TO
SIGN AND SUBMIT THE TENDER

Documentary proofs in respect of Letter of Authority / Power of Attorney are to be enclosed along with the Tender.

Yours faithfully

**(SIGNATURE OF THE BIDDER)
NAME AND ADDRESS OF THE BIDDER AND SEAL**

DATE:

PLACE

DECLARATION BY THE CONTRACTOR

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. I/we hereby confirm that the quotations shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
3. I/we also note that any additions, clarifications, etc. which the bidders would like to bring to the attention should invariably be put in a separate sealed covering letter. They should also make sure that only relevant entries asked for should be made within the tender documents. Entries other than the relevant entry shall make the tender invalid.

SEAL & SIGNATURE OF THE BIDDER

DATE: :

PLACE::

CERTIFICATE FOR WORK PERFORMANCE

The undersigned hereby certify that M/S -----

in connection with the specific work assignment pertaining to the order no. -----
-----has rendered services as authorized by the terms and conditions of contract, not to our satisfaction / to our low satisfaction/ to our utmost satisfaction/ to our adequate satisfaction.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this work assignment and that he/she has no knowledge of any pending or potential claims by any workmen, engaged under the assignment, against this agency.

Signature

Name:

Designation:

Office Seal

ANNEXURE-I
ANNEXURE-III

AN UNDERTAKING TO BE SIGNED BY THE CONTRACTORS

To,
The Principal / Officer in Charge
GCETT- Berhampore,
West Bengal 742101

Sir,

1. Having examined the tender document thoroughly including instructions to Bidder's conditions of Contract, mode of payment, Schedule of Contract, Quantities, and Annexure etc. (every thing mentioned in the tender document), for execution of above mentioned jobs, we the undersigned offer to execute and complete the works, if we are awarded the job.
2. We undertake, if our Tender is accepted, to commence the works within seven days of issue of acceptance letter to commence works comprised in the contract.
3. If our tender is accepted, we will furnish the Security Deposit as per the terms and conditions mentioned in the Tender Document.
4. Unless and until an agreement is prepared and executed, the tender together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We hereby agree and accept all the terms and conditions mentioned in the tender document. We also agree to abide by and fulfill all the terms and provisions of the conditions of the contract, and in default thereof to and pay to GCETT-Berhampore the sums of money mentioned in the said conditions.

(Signature of the authorized signatory of the agency/bidder)

Date:-

Seal :-

CERTIFICATE FOR WORK PERFORMANCE

The undersigned hereby certify that M/S -----

in connection with the specific work assignment pertaining to the order no. -----
-----has rendered services as authorized by the terms and conditions of contract, not to
our satisfaction / to our low satisfaction/ to our utmost satisfaction/ to our adequate satisfaction.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this work
assignment and that he/she has no knowledge of any pending or potential claims by any workmen, engaged under
the assignment, against this agency.

Signature
Name:
Designation:
Office Seal

DRAFT AGREEMENT

AMC-

** Similar agreement for others schedule is also applicable

Made and entered into by and between : **Govt. College of Engineering and Textile Technology, Berhampore, W.B. (GCETT-B)** And _____(Service Agency) Registration No: _____ referred to as **“THE SERVICE PROVIDER”**

WHEREAS: THE SERVICE PROVIDER and GCETT-B have agreed that THE SERVICE PROVIDER will provide GCETT-B with a professional and acceptable level of maintenance services in terms of the prevailing WB rules and regulations. These services will be carried out in terms of clause 1 of this Agreement. AND WHEREAS GCETT-B has undertaken to pay THE SERVICE PROVIDER charges in respect of the said service: AND WHEREAS THE SERVICE PROVIDER and GCETT-B desire to record their agreement in regard to the above in writing. NOW/THEREFORE IT IS AGREED AS FOLLOWS

Items	Categories	Description
SERVICES	1.	The contract include repair , service and covers free replacement of all consumable items
	2.	The contractor will prepare separate log books for each of the machine to be taken under the AMC and Preventive maintenance with virus detection and special cleaning of the monitor, A quarterly report will have to submit to the college authority with the complete details of hardware condition. Maintenance of a logbook on the day to day activities
	3.	The Contractor shall not further sublet the CAMC under any circumstances to a third party/sub-contractor for the maintenance
	4.	The Contractor must depute at least one qualified experience to be present with all necessary tools and instruments for all working days in a week for regular maintenance/ minor modification/ repairing/ overhauling of all set-ups. The Contractor is also obliged to provide mobile phones to the Onsite Engineers with Company provided number and that number will not be changed without prior permission of college authority.
	5.	The resident engineer nominated by the AMC agency will coordinate with facility management through Online Call Logging & provide a docket no on each call.
	6.	The contractor shall have to depute at least one well qualified engineer having a minimum experience of three years with a recognized degree in the field of hardware maintenance on full time basis for the service of the systems(inclusive of engineer for anti-virus treatment). List of Engineer(s) to be deployed in Trust with their detailed bio-data showing their qualification, experience and other details
	7.	The requirement of keeping a minimum one Service Engineer will be mandatory. A penalty will also be levied for posting less than stipulated staff on any day to be worked out on pro rata basis by dividing the value of AMC by 365 days for each day of absence. The deputed/resident engineer should not be changed frequently so as to avoid disruption in services;
	8.	The services of the engineer of the contractor may be required on non- working days or beyond office hours on working days on some occasions to meet emergency situation. The contractor shall ensure that on such occasion also the personnel are deputed;
	9.	The contract will be valid for a period of one year and the period of AMC will be informed after finalization of the contract. The rates quoted will remain in force for the full period of the contract;
	10.	It shall be responsibility of the contractor to hand over all the hardware under its AMC to the Department in working condition at the completion of the contract, failure leads to deduction of actual hardware.

	11.	In addition to the above the firm should provide additional services as below : DELETED
	12.	The response time to a request for service will normally be 24.00 hrs., but will not exceed 48.00 hrs., on working days. If the AMC Provider firm failed to attend the calls within 48 hours, this office reserves the right to get the work done by other firms and deduct such expenses from the AMC charges. In the Case of exceptional and repeated delays, poor services, fault, break down, etc, this office reserves the right to deduct such costs as deemed to be necessary by way of damages and may also cancel the AMC unilaterally.
	13.	Downtime will not be considered under the following conditions: i) Repair time due to machine environmental conditions. ii) Standby machine shall be provided, if downtime is more than 2 days. failure caused by confirmed.
	14.	Failure to repair/service the equipment in question within 24 hours without justifiable reasons or to return the repaired machine within two days at the maximum may entitle proportionate deduction in the bill in respect of the total period.
	15.	To recommend, where necessary or desirable in its opinion, improvement to safety or security measures and procedures to promote safety and security for college property, within the college premise.
	16.	If there are deputed service personnel then, all permanent and regular replacement of those will be subject to prior approval from the college administration.
	17.	THE SERVICE PROVIDER agrees to immediately reassign and replace any, of its service personnel deemed incompetent, careless, insubordinate or otherwise objectionable, if requested by the college.
	18.	THE SERVICE PROVIDER provides all wages, allowances supplies, food, transportation and other things necessary for the implementation of this agreement.
	19.	To see and ensure that there are no dangerous, harmful or objectionable materials, articles or spares/accessories, connections or the same which can otherwise cause annoyance or disturbance to the concerned machines and equipments.
	20.	The service provider shall provide all normal tools and test equipment needed for the maintenance of the machines. In case the location of a machine is changed, then The service provider will have the option to increase the maintenance charges to cover in additional expenses. Reinstallation of the machine at the new site and that will be billable at standard service provider labour charges,
Liability:	1.	THE SERVICE PROVIDER shall be liable only for such losses or damage of the property owned by or under the care or custody or control of the college which is caused by the negligent or intentional or fraudulent or dishonest act or omissions of employees assigned to provide service. Such loss must be reported by the college to appropriate law enforcement authorities and to THE SERVICE PROVIDER within twenty four (24) hours of such discovery
	2.	THE SERVICE PROVIDER shall not be liable for loss which the college and hostel cannot prove by reasonable evidence to have arisen from the negligent or intentional or fraudulent or dishonest acts or omissions, committed or omitted by THE SERVICE PROVIDER personnel assigned to provide service .
GCETT-B Responsibility:	4.	College agrees and undertakes to provide essential services for a reasonable state of maintenance and repair, and to comply in so far as possible the reasonable recommendations for improvement of physical condition and support services at the college
	5.	GCETT-B shall where reasonably possible supply a room or guesthouse for the use of THE SERVICE PROVIDER'S personnel.
	6.	GCETT-B undertakes to co-operate with THE SERVICE PROVIDER and its security personnel, and to comply with reasonable requests made by THE SERVICE PROVIDER from time to time, to facilitate the rendering by THE SERVICE PROVIDER of its services under this agreement.
Period of Agreement:	1.	Period of service. This contract shall commence on the date of signing the contract and terminate on completion of exactly one year. Thereafter there will be no automatic roll-over.

PAYMENT	2.	The listed services shall be carried out for the sum as agreed in Annexure I (“the contract price”).
	3.	The service provider shall raise the bill in advance for the agreed amount payable.
	4.	The contract price shall be fixed for the whole duration of the contract
WARRANTIES	3.	GCETT-B hereby warrants that it knows, to the best of its knowledge, of nothing which will, in any way, complicate or render more difficult or dangerous the services to be rendered by THE SERVICE PROVIDER.
	4.	Service does not include repair or damage resulting from accident, transportation, negligence or misuse, failure of electrical power, air conditioning or humidity control, in abnormal situations .
	5.	GCETT-B acknowledges that no representations, warranties or guarantees of whatsoever nature and kind, other than those contained in this document have been made to it by THE SERVICE PROVIDER or its agents or representatives to induce GCETT-B to enter into this agreement or for any other purpose whatsoever.
SEARCH, ARREST, SEIZURE AND INDEMNITIES	2.	GCETT-B hereby warrants that in the event of committing any offence on or in respect of the property or of the premises of GCETT-B or any part thereof that it would instruct its security personnel to search any person or his belongings and or detain that it shall first have obtained the consent of such person to such search, and where GCETT-B administration is unavailable, the security personnel shall be at liberty , in such circumstances , to seek help of the local Police station accordingly.
	3.	GCETT-B hereby cannot be made responsible by THE SERVICE PROVIDER, against any claim for direct or consequential which might be made against any one or more or all of them, and which claim arises out of or is in connection with any search conducted or arrest effected, or any other service performed by the security in terms of or pursuant to this agreement.
PUBLIC LIABILITY AND OTHER LOSSES	1.	Without derogating from the generality of any of the afore going provisions of this agreement, THE SERVICE PROVIDER shall not be liable for any other loss, liability, expense or damage of whatsoever nature (whether direct, indirect, consequential or otherwise) suffered by GCETT-B or any other person as a result of or which may be attributable to the services rendered by THE SERVICE PROVIDER under this agreement, or as a consequence of the execution of this agreement, save and accept where such loss, liability, expense or damage is caused as a result of the negligence of THE SERVICE PROVIDER, its employees, representatives or agents, or otherwise.
INSURANCE	3.	THE SERVICE PROVIDER should undertake to maintain an acceptable insurance policy to cover accident for his service personnel.
DUTIES	12.	The response time to a request for service will normally be 02.00 hrs., but will not exceed 48.00 hrs., on working days.
	13.	The service provider shall provide on call service from Monday to Saturday excluding Public Holiday from 10.00 a.m. to 5.00 p.m or on Saturday between 10.00 a.m. to 1.00 p.m equipment listed in the order. Request for service can be made with the service provider on Telephone/fax during Monday to Friday from 10.00 a.m. to 5 p.m. and on Saturday between 10.00 a.m to 1.00 p.m.
	14.	The service personnel should come for service along with identity cards.
	15.	The service personnel not leave the service point without reporting.
ARBITRATION	1.	If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, than such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Institute (GCETT-B) his awards shall be governed by the provisions of the Arbitration & Conciliation Act for the time being in force in India Union and shall be binding on both the parties hereto.

CESSIONS AND ASSIGNMENT	3.	Neither party shall be entitled to cede, assign or transfer all or an of its rights and/or obligations in terms of this agreement, save with the prior written consent of the other party.
BREACHES	11.	Breach of contract by THE SERVICE PROVIDER would include the following:-
	12.	Management failing to attend to agreed service standards and specifications, incidents and specific site requirements within a reasonable time of receipt of a written notification relating to same from GCETT-B;
	13.	The failure by THE SERVICE PROVIDER to utilise the facilities/equipment supplied by GCETT-B or by THE SERVICE PROVIDER responsibly and reasonably.
	14.	Failure to comply with the terms agreed in the GCETT-B Standard Terms and Conditions of Supply Agreement.
	15.	Breach of Contract by GCETT-B would include the following:-
	16.	GCETT-B failing to pay any amount due in terms of this agreement on due date;
	17.	GCETT-B committing a breach of any other provision of this agreement; or
	18.	In the event of GCETT-B being a govt. concern, is placed under policy changes, administrative changes etc.
GENERAL	1.	This agreement together with GCETT-B'S standard terms and conditions constitute the sole record of the agreement between the parties in regard to the subject matter thereof and super-cedes any previous agreements. Should there be any discrepancy between GCETT-B's standard Terms and Conditions of Supply and this agreement then this agreement shall prevail.
	2.	No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties except that the GCETT-B Standard Terms and Conditions of Supply will prevail.
	3.	This agreement shall in no way be binding on THE SERVICE PROVIDER unless and until signed on behalf of THE SERVICE PROVIDER by a manager duly authorized thereto.
	4.	It is further clarified that under no circumstances, the staff members and /or the workmen/employees of the SERVICE PROVIDER shall be treated, regarded or considered or deemed to be the employees of the Institute (GCETT-B) and the service provider alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep indemnified the Institute (GCETT-B) against any claim that may have to meet towards the employees of the service provider.
	5.	The service personnel to be deployed shall be preferably qualified and trained with good health and clean records preferably within age group of below 50. And must have one year certification course in Computer
	6.	The security agency must agree to discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulation and provisions of law in force that may be applicable to them from time to time.
CONFIDENTIALITY	2.	Each of the parties undertakes to keep confidential, and to endeavour to ensure that each of their respective employees and representatives keeps confidential, any information relating to the provisions of this agreement and their relationship inter se save to the extent to which any such information is in the public domain and/or is obtained from another lawful source and/or is required to be discharged and/or published to comply with any relevant legislative rules, regulations, requirements or directions

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- the Bid Form and Price Schedule submitted by the Bidder;
- the Schedule of Requirements;
- the Technical Specifications;
- the Conditions of Contract; and
- the Indenter's/Indenters' Notification of Award

In consideration of the payment to be made by the Indenter/ Indenter to the Service provider as hereinafter mentioned, the Supplier hereby covenants with the Indenter to provide the services and to attend calls therein in conformity in all respects with the provisions of the Contract.

The Indenter/ Indenter hereby covenants to pay the Service provider in consideration of the provision of the spares/accessories and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF
_____ 20__

FOR AND ON BEHALF OF THE SERVICE PROVIDER Who warrants that he is duly authorised to sign this agreement.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF
_____ 20__

FOR AND ON BEHALF OF GCETT-B who warrants that he is duly authorised to sign this agreement.

Witness1:

Witness2: