

**National Institute of Pharmaceutical
Education and Research (NIPER), Kolkata
Dept. of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India**

Tender for

Outsourcing of Security Services

at

National Institute of Pharmaceutical Education and Research (NIPER), Kolkata

DOCUMENT CONTROL SHEET

01.	Name of Organization	National Institute of Pharmaceuticals Education and Research (NIPER), Kolkata
02.	Scope of Work	Tender for outsourcing of security services for National Institute of Pharmaceuticals Education and Research (NIPER), Kolkata Office and Hostel for providing round the clock (24 Hours)
03.	Tender Type	Open
04.	Tender category	Services
05.	Tender document download start date	21.02.2018
06.	Tender document download end date	19.03.2018
07.	Bid validity	60 days beyond the closing date of tender
08.	Location of work	NIPER campus at Chunilal Bhawan ,168, Maniktala Main Road,Kolkata-700054 and at NIPER Hostel at Scientist Apartments , 428, Prince Anwar Shah Raod,Kolkata-700045
09.	Tender fee (non-refundable and non-adjustable)	Demand draft of Rs. 500/- in favour of "NIPER-KOLKATA" payable at KOLKATA or Cash payment.
10.	Sale of Tender Form	From the Office of Registrar w.e.f. 19.02.2018 to 19.03.2018 up to 01:00 PM (on any working days during the office hours). Tender Fee is non refundable.
11.	Earnest money deposit (EMD)	Rs. 20000/- (Rupees Twenty Thousand Only) in favour of "NIPER-Kolkata" payable at Kolkata in the form of account payee demand draft, fixed deposit receipt, banker's cheque or bank Guarantee from any commercial bank.
11.	Date of publication	21.02.2018
12.	Last date and time for submission of Bids	19.03.2018 at 03:00 PM
13.	Date and time of opening of technical bids	19.03.2018 at 04:00 PM
14.	Tender should be addressed to	Registrar,NIPER-Kolkata,Chunilal Bhawan,168,Maniktala Main Road,Kolkata-700054
15.	Address for communication	Registrar,NIPER-Kolkata,Chunilal Bhawan,168,Maniktala Main Road,Kolkata-700054
16.	Period of completion of work	As per terms & conditions of tender and Award letter
17.	Validity of contract/rates	01 year from date of award of work & can be extended up to a maximum period of 3 years on satisfactory performance on same terms & conditions.

NOTICE INVITING TENDER (NIT)

- 1) NIPER-Kolkata invites open tenders in two bids format from security agencies on behalf of the Director, NIPER-Kolkata for providing round the clock (24hours) protection and security of Office premises of NIPER located at 168, Maniktala Main Road, Kolkata. The Technical and Financial Bids be kept in two separate envelopes superscribing (i) Technical bid for providing Security Agency to NIPER-Kolkata” (ii) “Financial bid for providing Security Agency to NIPER-Kolkata” and both envelopes be kept in another bigger envelope duly sealed and superscribed as “Comprehensive bid for providing Security Agency to NIPER-Kolkata.” and addressed to the Registrar, NIPER- Kolkata, Chunilal Bhawan,168, Maniktala Main Road,Kolkata-700054. The Tender Form can be downloaded from NIPER-Kolkata website [www. niperkolkata.edu.in](http://www.niperkolkata.edu.in) and Central Public Procurement Portal www.eprocure.gov.in from 21.02.2018 to 19.03.2018 for which Bank Draft of Rs. 500/- be enclosed with the Tender Form in favour of NIPER-Kolkata payable at Kolkata the Tender Form before its submission. The T&C duly signed by the Tenderers and the form complete in all respects along with EMD & tender fee may be dropped in the Tender Box which is lying in NIPER,Kolkata upto 03.00 pm on or before 19.03.2018 or may be sent through post which should reach in this office upto 03:00 PM on or before 19.03.2018.
- 2) The Director, NIPER-Kolkata reserves the right to reject any or all tender without assigning any reason.

For details you may visit link “Tender” on NIPER-Kolkata website www.niperkolkata.edu.in or CPPP Portal www.eprocure.gov.in.

Sd/
Registrar

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A. INSTRUCTION TO THE BIDDERS

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

B. TERMS AND CONDITIONS:

Rates & Price

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract and in the prescribed format only.
2. The rates quoted are to be strictly as per latest minimum wage structure of State Govt. applicable for Kolkata. Further the agency may also be asked to produce the record of compliance of central and state labour welfare provisions and such production of documents/compliance is must and binding.
3. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. Technical Bid and Financial Bid should be placed in two separate envelopes superscribing "Technical Bid" and Financial Bid" and both these envelopes must be placed in a third envelope superscribing "Comprehensive Bid for providing security agency to NIPER Kolkata". Financial bids of only those bidders may be opened who qualify the Technical Bid.
4. The offers/bids which are not in consonance of any labour laws will be treated as invalid.
5. In case more than one price bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation of their experiences & past performance. The decision of the Institute in this regard shall be final and binding on the bidders.
6. Any disputes arising out of this contract shall be within jurisdiction of Kolkata City only.

B (i) Statutory Obligations

1. The security agency will have to pay minimum wages as per the present minimum wages of State Govt. rate applicable to Kolkata, as per circular issued by the order of Labour Commissioner, Govt. of West Bengal.
2. The contractor shall make all rounds statutory compliances regularly in respect of the personnel deployed. Payment of the wages shall be made by the contractor through bank and the agency shall get their worker's accounts opened in the banks. The agency shall submit wages bill, proof of bank remittance to worker's bank account, proof of statutory compliance such as ESI, EPF along with the bill of subsequent month.
3. The agency will be responsible to comply with all labour legislations including social security, wherever applicable and such other statutory orders by the Govt./Municipality which may be in force from time to time. The Successful bidders/ tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970, and rules framed there under and shall continue to hold it till completion of the

contract. The agency should also maintain all necessary records as required by administration. The agency should be registered with EPF, ESI authorities and shall possess valid code numbers.

4. Under no circumstances, the employees of the security agency shall be treated, regarded or considered or deemed to be the employees of the NIPER Kolkata and the security agency alone shall be responsible for their remuneration, wages and to their benefits and service conditions.
5. The Bio Data of the Security Personnel along with proof of latest antecedent report from the concerned Police Station would have to be submitted at the time deployment.

B (ii) – Validity of the contract

The contracts shall be valid for a period of one year and on satisfactory performance it may be extended for another one year at the same rate, terms and conditions on mutual consent. There would be no enhancement of rate within the currency of the Contract period.

B (iii) – Termination of Contract

Post award to the contract to an Agency, it can be terminated in any of the following contingencies and circumstances:

- (a) On the expiry of contract period, without any notice,

OR

- (b) On giving three months notice at any time during the current services, by either of the parties (Institute and Service Provider)

OR

- (c) On assigning of the contract or any part thereof or any benefits or interest therein or there under by the contracted agency to any third person for subletting the whole or a part of the contract to any third person, without any notice,

OR

- (d) On contracted agency being declared insolvent by the competent Court of Law without any notice,

OR

- (e) Provided that during the notice period for termination of contract, in the situation contemplated above, the contracted agency shall keep on discharging his duties as before till the expiry of notice period.

B (iv) – Billing and payment

- (a) The agency shall submit wage bill in duplicate, along with attendance sheet, proof of bank remittance to worker's bank account, proof of statutory compliance such as ESI, EPF by 15th of the month. Bill completed in all respect shall be processed within 10 working days of its receipt.
- (b) In case of any exigency following which the contracted agency is unable to perform its part of contract/work and the payment being unpaid, the agency in all cases shall be liable to make payment including ESI, EPF etc. to Security Personnel.

B (v) - Other Terms and Conditions

1. The rate once offered and accepted by the authority, shall not be altered during the entire period of contract.
2. The Institute reserves the right to increase/ decrease the number of security guards at later date during course of contract with existing terms & conditions.
3. The successful agency shall have to enter into an agreement with Institute and cost incurred in this connection shall be borne by the agency.
4. Any theft, loss and damages of the property of Institute on account of negligence of agency's personnel shall be borne by the agency.
5. The Competent Authority reserves the right to reject tender partly or completely at the any stage of the tender without assigning any reason thereof.
6. The Agency will be responsible for such conduct of the persons engaged by it in the Institute which will be conducive for maintaining the harmonious atmosphere in the Institute premises. The Agency will have responsibility for any act of commission and omission of such persons.
7. In case of mutual extension of contract beyond one year, the agency shall provide the guards on rates once approved by the Original Tender & agreement.
8. The agency shall provide Security staff who should be smart, healthy and having good character antecedent and conduct. If any security person is found under the influence of alcohol or narcotics or found in a state of inebriation in the premises, a penalty of Rs.1000/- per instance shall be deducted from contractor's bill and such employee shall be immediately removed from duty and shall not be allowed to enter into the premises in future.
9. The Agency should not allow its employees to participate in any trade union activity or agitation in the premises of NIPER Kolkata.
10. The Agency shall not sublet, transfer or assign the contract to any other party.
11. Any addition/deletion/modification of this tender made before the due date of the tender will be displayed in NIPER Kolkata website only.
12. NIPER Kolkata shall have no liability toward personnel/ all equipments of the agency. All statutory requirements for workmen are to be borne by the agency and

shall be the sole responsibility of the agency.

B (vi) - Resolution of disputes

The Institute and the agency shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract or any issue arising out of it. If after thirty days from the commencement of such informal negotiations, NIPER Kolkata and the agency have been unable to resolve amicably a resolution by formal conciliation, the Competent Authority of the NIPER Kolkata shall appoint a sole Arbitrator who will not be related to the agency and the decision shall be final and binding.

B (vii) - List of Documents to be attached

1. Tender application forms (Annex I) in original.
2. Quotation of Rate (Annex II) in original.
3. Duly signed tender documents (signed on every page).
4. ESI, EPF, Trade License, Registration under contract Labour (R&A) Act, Pan Card/ Registration documents. (Self Attested Photocopy).
5. Firm/ Company registration certificate (Self attested copy).
6. Experience Certificate or work order (Self attested copy).
7. Demand Draft towards earnest money for Rs.20000/- (Refundable).
8. Demand Draft towards Tender Fee of Rs. 500/- (Non refundable).
9. PSRA Empanelment notification copy.
10. Latest copy of Minimum wages notification of Govt. of West Bengal specified wage structure.
11. Audit Report of last three year (F/Y 2013-14, 2014-15 & 2015-16).

C. SCHEDULE OF REQUIREMENTS/ELIGIBILITY CRITERIA

1. The agency should be registered with Government (Central/ West Bengal State) to work as security agency. (Submit the relevant registration certificate with Technical Bid).
2. The agency should have satisfactory experience of not less than 03 (three) years in the field of security services in government organization and proven track record in the field to be produced. (Submit the relevant Work Experience with the Technical Bid) particularly in the educational & examination body.
3. The agency must have executed/ have a running contract in any Government organization with deployment of minimum 10 security personnel in a single contract. (Submit the relevant work order with Technical Bid).
4. The agency should have average annual turnover of Rs. 20,00,000/- (Rupees Twenty Lakh only) per year in last three years (F.Y. 2014-15, 2015-16 and 2016-17). (Submit the audit report of the relevant financial year with technical bid)

5. The agency should have a valid labour license, trade license, PAN Card, registration under ESI, EPF and Service Tax/GST Registration with authorities. (Submit the relevant documents with technical Bid).
6. There should be no legal suit/ criminal case pending or contemplated against the proprietor of the agency or any of its directors (in the case of Pvt. Ltd. Company) on grounds of impropriety or for violation of any of the laws in force. (Submit the declaration with Technical Bid). Further, the agency should submit antecedent verification of all security personnel from the police authorities.
7. An affidavit stating the agency is not blacklisted by any central/ State Government institutions/ Educational institution/ Company etc. form last three years.

C (i) - Tender Fee And Earnest Money Deposit

1. The tender fee (non-refundable and non-adjustable) of Rs. 500/- (Rupees Five Hundred Only) in shape of Demand draft of Nationalized/scheduled commercial bank shall be submitted in favor of the “NIPER-Kolkata” payable at Kolkata.
2. Earnest money deposit (EMD) of Rs. 20000/- (Rupees Twenty Thousand Only) in shape of A/c. payee Demand Draft/Bank Guarantee/Fixed Deposit from any Commercial Bank shall be submitted in favour of the “NIPER-Kolkata” payable at Kolkata.
3. Both the tender fee and earnest money deposit will be submitted in sealed cover prominently marked as “Tender fee and EMD Tender for outsourcing of security services from NIPER, Kolkata”.
4. The bidders should write the name of their organization on the backside of the Demand Drafts.
5. Bids without tender fee and EMD shall be rejected. However, the Bidders who are registered with NSIC under Single Point registration schemes for security service provider may be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the VALID Registration Certificate from NSIC must be furnished. Mere registration as a SSI Unit does not qualify the Bidders for claiming exemption from furnishing the tender fee and EMD. In the absence of valid certificate from the NSIC, such tenders shall be rejected straightway. The bidders claiming for exemption from furnishing the Tender Fee and/or EMD must submit the supported documents duly attested as per the tender notice in sealed envelopes super-scribing “Request for consideration for exemption from furnishing the Tender Fee and/or EMD” to the “NIPER-Kolkata”.

6. In the case of those Bidders who fail to qualify the eligibility criteria and whose technical bid does not qualify, the Earnest Money Deposit (EMD) will be refunded to them without any interest within one month from date of finalization of technical bids.
7. Earnest Money Deposit of the successful bidder will be returned after submission of the performance bank guarantee.

C (ii) - Performance Security Deposit

The successful bidder shall be required to deposit security money equivalent to 10% of the estimated annual value of the contract in the form of A/c. Payee Demand Draft/ Term Deposit/Bank Guarantee within 21 days from the date of award of contract. The Performance Guarantee will have to be valid for a period of 60 days beyond the expiry of the contract. The security money so deposited shall be released thereafter on claim, subject to adjustment if any, by the NIPER Kolkata arising out of terms and conditions pertaining to the tender.

C (iii) - Scope of Service

1. The persons to be deployed as Security Guards must have good health, good character, conduct and behavior, competent and qualified to perform the work for which they are deployed and preferably ex-serviceman.
2. The tentative requirement of Security to be deployed at NIPER Kolkata in Kolkata is to be approximately 10 (03 Armed + 7 Un-armed Security Guards) which may increase or decrease as per the requirement.
3. The security personnel deployed shall not below the age of 25 years and not above 55 years.
4. The required number of Security Guards with/without Arms would be intimated at the time of award of contract.
5. The security personnel have to attend duties in neat uniform for which the cost will be borne by the agency. Identity badges (Showing the name of the personnel) shall have to be provided by the agency which should be displayed on uniform of all the security personnel while on duty.
6. The watch and guard will be round the clock and 7 days of the week and shall be changing as per requirement of the NIPER Kolkata from time to time. In case there is any change in deployment of security guard, such change shall be intimated in writing by the Agency in advance to the NIPER Kolkata.

7. The entry of the visitors will be regulated by the security personnel in the manner as will be instructed by this office from time to time. They will also ensure that all the electrical equipment/instruments/light/Fans must be switched off at the time of closure of this office.
8. The security agency will provide the security services round the clock in three shifts running from 6:00 am to 2:00 pm; 2:00 pm to 10:00 pm; 10:00 pm to 6:00 am. The security will work invariably between the shifts.
9. The security personnel should be provided with the whistle, Metal Detector, Torch and lathes by the Agency as per their requirement in the duty.
10. The security personnel should not leave the point of duty unless and until the reliever comes for shift duties.
11. The security supervisor will maintain all the registers, which are kept at the main gate and other points.
12. The security personnel should not give lenient or casual impressions in the duties and they should be alert and attentive. They should observe movement of all the staff, labours and visitors etc. They should not allow any visitors with vehicle to office or inside the campus with proper entry in the visitors registers.
13. On requirement, the agency shall have to provide extra or more guards, or gunman as and when required for which separate charges shall be paid as per the contract rate.
14. The agency has to pay salary to deployed persons by 07th of the next month through NEFT or in the form of cheque.
15. The Agency shall organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.
16. The security guard must be rotated from their deployment at an interval of three months.
17. The contractor shall submit a monthly report of compliance and happenings in the premises under the supervision.
18. The security personnel should be properly trained and should be alert in performance of his duty. The performance, if not found satisfactory, the concerned personnel shall be replaced by the contractor, within a period of one day.

19. The character & antecedents of the guard to be deployed are to be verified from the local police station by the agency and submit report. All security personnel should possess Adhar Card at the time of their deployment.
20. To check people on entry/exit based on production of identity cards system, issue of passes, etc, and maintain visitor's record.
21. Thorough checking of incoming and outgoing material against proper Gate Pass duty signed by the authorized signatory.
22. To ensure that no hawkers, marketing persons or vendors are allowed into the campus without permission.
23. To bring to notice any suspicious activity noticed during discharge of duties by security guards.
24. To attend fire-fighting operations i.e. capable of handling fire hydrants and attending fire alarm system whenever required.
25. Conduct periodic training to the deployed manpower on its own.
26. Carry out any other jobs assigned by the authorities of the NIPER Kolkata in the interest of security of the NIPER Kolkata.
27. The Agency/Service provider has to follow all the statutory provision as prescribed under labour laws and monthly compliance report will be submitted to the Board.
28. In any case, Guards shall not be replaced by the agency without prior approval of the NIPER Kolkata. In case of violation, a penalty of Rs. 2000/- shall be imposed in every case.
29. When the Guards are not on duty or on leave and no guards are provided, salary on pro-rata basis up to three days shall be deducted and beyond three days, a penalty of Rs. 2000/- per week shall be levied for continuous absence.
30. For any misconduct, mischief, criminal act etc, the security personnel and the agency shall be at the mercy of the prevailing law.

D. TECHNICAL BID

1. Name of the Agency.....
2. Full Address.....
.....
3. Telephone No. (N).....
4. E-mail/Fax.....
5. Whether a register Firm/Company incorporated, and if so, the details thereof
.....
.....
6. Name of the owner/Partner/Director/Managing Director.....
7. Name of bankers with full address & Bank A/c
No.....
.....
8. ESI code.....
9. EPF code.....
10. PAN no.....
11. Private Security Agency Regulation Act registration
certificate.....
12. Service Tax/GST Regd. No.....
13. Any other statutory body's registration No.....
14. Previous experience details.....
15. Contract labour registration certificate.....

16. Annual Turnover of last three years

Financial Year	Annual Turnover in Amount
2014-15	
2015-16	
2016-17	

17. Earnest Money details.....

18. Tender Fee details.....

19. Declaration whether agency was blacklisted by any government/ Central/
State (enclosed affidavit on Rs.100/- Non Judicial Stamp
Paper).....

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UNDERTAKING

I/we here by agree the terms and condition of the tender and will abide by the same as well as the statutory obligation as required by the law.

Date:

Place:

Signature of the Proprietor/ Partner/
Managing Director with stamp

FINANCIAL BID

Rates Quoted for Security Personnel per Month

Sl. No.	Name of the Items	Security Personnel		
		Security Guard (With Arm/ Gunman)	Security Guard (Without Arm)	Supervisor (Optional)
01.	Basic Wages			
02.	ESI*			
03.	EPF*			
04.	Employees Deposit Linked Insurance*			
05.	Administration charges (if any)			
06.	Bonus**			
07.	Total			

* As per the prevailing rate of Central Government/Statutory Bodies.

** Not Applicable

Date:

Place:

Signature of the proprietor/
Partner/ Managing Director with Stamp

F. BID OPENING PROCESS

- 1) Technical bids of only those bidders, whose Tender Fee and EMD instruments are found to be in order, will be opened on the date and time of opening of Technical Bid in the presence of the representatives of the bidders who chose to remain present at NIPER Kolkata Office.
- 2) The financial Bids of only those Bidders short listed from the Technical Bids will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders and the same will be evaluated by a duly constituted Committee.
- 3) No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid whether technical and financial, till final decision in this regard conveyed to the successful bidder(s). However, Committee of the Board can make any enquiry / seek clarification from the bidder, which the bidders must furnish within the stipulated time or else the bid of such defaulting bidders will be rejected.