Government of West Bengal
Land Management Training Centre, Berhampore, Murshidabad
Phone no. 03482274792, 03482257415 (Fax),
E-mail: lmtc.ber@gmail.com

Tender Notice for providing 24 hours Security Service
at LMTC, BERHAMPORE

Tender No. 465/Security-54/LMTC/2019,
Dated, Berhampore, The 2nd December, 2019
Government of West Bengal  
Land Management Training Centre  
Berhampore, Murshidabad

Land Management Training Centre, Berhampore is a training institute under the Directorate of Land Records & Surveys, Government of West Bengal. LMTC, Berhampore is within one K.M from Berhampore Court railway station and nearby NBSTC terminus. The campus area measuring 4.12 acre is surrounded by boundary wall. Admn dept, hostel, guest house, dormitory, staff quarter all are situated within this campus. E-tenders are invited from reputed security services providers for providing 24 hours security services at the campus of LMTC Berhampore for a period of one year.

Tender inviting authority: Additional Director of Surveys, West Bengal and Controlling Officer LMTC, Berhampore, Murshidabad

Designation of the Authorized Officer: Additional Director of Surveys, West Bengal & Controlling Officer of LMTC, Berhampore, Murshidabad

Name and Address of the office: Land Management Training Centre, C.R.Das Road, Berhampore, Dist: Murshidabad, Pin- 742101

Name & Address of the Department: Directorate of Land Records & Surveys, Government of W.B., Survey Building, 35, Gopalnagar Road, Alipore, Kolkata- 27

**BRIEF DETAILS OF THE WORK:**

<table>
<thead>
<tr>
<th>Name of the work</th>
<th>Providing round the clock security service at LMTC, Berhampore</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender No.</td>
<td>465/Security-54/LMTC/201, Dt. 02.12.2019</td>
</tr>
<tr>
<td>Issue of Tender</td>
<td>Visit - <a href="http://www.wbtender.gov.in">http://www.wbtender.gov.in</a></td>
</tr>
<tr>
<td>Date of Tender Uploading</td>
<td>02/12/2019</td>
</tr>
<tr>
<td>Document Download Start Date</td>
<td>03/12/2019, at 10.00 hrs</td>
</tr>
<tr>
<td>Document Download End Date</td>
<td>16/12/2019, at 10.00 hrs</td>
</tr>
<tr>
<td>Bid Submission Start Date</td>
<td>03/12/2019, at 12.00 hrs</td>
</tr>
<tr>
<td>Tender Value</td>
<td>Nil</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs. 20,000 /-</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>Rs. 50,000 /-</td>
</tr>
<tr>
<td>Last Date of Submission of Tender</td>
<td>16/12/2019 up-to 12.00 hrs</td>
</tr>
<tr>
<td>Last Date of Submission of Hardcopy of EMD</td>
<td>18/12/2019 up-to 12.00 hrs</td>
</tr>
<tr>
<td>Opening of Tender</td>
<td>18/12/2019, at 13.00 hrs</td>
</tr>
<tr>
<td>Validity of Offer</td>
<td>Three months</td>
</tr>
<tr>
<td>Number of person to be deployed</td>
<td>Two armed security guards and Four unarmed security guards</td>
</tr>
<tr>
<td>Pre-Bid meeting Date, Time, Place</td>
<td>13/12/2019, 12.00 hrs., LMTC, Berhampore</td>
</tr>
</tbody>
</table>
Online tenders are invited under Two-Bid system (Technical bid & Financial bid) from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed trained manpower for the security services of LMTC, Berhampore, Murshidabad, West Bengal for a period of one year on contract basis/outsourcing basis through e-tendering.

Last date for submission of tender(s) is **16/12/2019 at 12.00 hrs.**

and will be opened by the Tender Committee in the presence of bidders or their authorized representatives who wish to be present on **18/12/2019 at 13.00 hrs** in the Office of LMTC, Berhampore, Government of WB. In case, any holiday on the day of opening, the tender will be opened on the next working day at the same time. The bids received after the above said scheduled date and time will not be considered. **No tender EXCEPT e-tender will be entertained.**

**Important instructions for the Bidders:**

A. **The bidders are to deposit**: Bid Security (Earnest Money Deposit) for an amount of **Rs.20,000/- (Rs. Twenty thousand only)** in the form of a DD from any Nationalised Bank, in favour of ‘Additional Director of Surveys, WB & Controlling Officer LMTC’ payable at Berhampore, in original at the office of LMTC, Berhampore on or before 18/12/2019 at 12.00 hrs. One un-sealed cover containing EMD in original (Super scribed Tender Notice No. and Title of the Tender) must be submitted to the office of the undersigned within notified date and time.

B. **The bidders are to upload the following documents:**
   (a) **Scanned copy of the Earnest Money Deposit** of an amount of **Rs.20,000/-**.
   (b) Self attested copy of **Valid Private Security Agency Licence** as per Private Security Agencies (Regulations) Act, 2005 and West Bengal Private Security Agencies (Regulations) Rules, 2007 issued by Govt. of West Bengal.
   (c) Self attested **one recent passport size photograph(s)** of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, e-mail id whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers and e-mail id of Directors/Partners also.
   (d) Self attested copy of **EPIC and AADHAR** of the Bidder.
   (e) Self attested copy of **Valid PAN card** issued by IT Dept., Government of India.
   (f) Self attested copy of Valid 15-digit **Goods and Services Tax Payer Identification Number (GSTIN)** under GST Act, 2017 and **up-to-date return**.
   (g) Self attested copy of **Valid Registration No.** of the Agency/Firm.
   (h) Self attested copy of valid **Provident Fund (EPF) Registration Number and up-to-date challan**.
   (i) Self attested copy of valid **ESI Registration Number and up-to-date challan**.
   (j) **Income Tax** return for the last financial year.
   (k) Self attested copy of **Proof of experience** supported by documents from the concerned organizations. **Security Service provided at ‘Private Sectors’ will not be considered as credentials.**
(l) Self declaration that the bidder shall abide by and comply with all the relevant laws relating to this service covered under various laws such as Labour Act and other such acts of the Government of West Bengal and Government of India.

(m) Signed copy of complete Tender Document in each page.

(n) Duly filled and self attested Annexures.

Bidders are to deposit the document mentioned in A and are to upload the documents mentioned in B, failing of any of the condition(s) the Tender is liable to be rejected.

The Tender inviting authority reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. The acceptance of Tender will rest on the Tender inviting authority and does not bind the Tender inviting authority to accept the lowest bid.

Additional Director of Surveys, W.B.
And Controlling Officer, Land Management Training Centre.
Berhampore, Murshidabad.


Copy forwarded for information with a request for wide publication to:

1. The Director of Land Records of Surveys and Joint Land Reforms Commissioner, West Bengal, Alipore, Kolkata -35.
2. The Sahadhipati, Murshidabad Zilla Parishad.
3. The District Judge, Murshidabad.
4. The District Magistrate, Murshidabad.
5. The superintendent of Police, Murshidabad.
6. The District Land & Land Reforms Officer, Murshidabad.
7. The DIO, (NIC) Murshidabad with a request to upload the NIT in the district website.
8-12. The Sub-Divisional Officer, Berhampore/ Domkal/Kandi/Jangipur/Lalbagh.
13. The District Informational & Cultural Officer, Murshidabad with a request to advertise the brief notice through ‘The Stateman’and ‘Pratidin.’
14. The Chairman, Berhampore Municipality.
16. Office Notice Board.

Additional Director of Surveys, W.B.
And Controlling Officer, Land Management Training Centre.
Berhampore, Murshidabad.
Government of West Bengal
Land Management Training Centre
Berhampore, Murshidabad

Tender Notice no. 465/Security-54/LMTC/19
Dated, Berhampore, The 2nd December, 2019

INSTRUCTIONS TO BIDDERS

GENERAL:-

1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide security of building, equipments, materials and staff working in LMTC, Berhampore, Murshidabad under L & LR and RR & R Department of Government of West Bengal, and surveillance of the premises.

2. ELIGIBLE BIDDERS:-

2.1. All security agencies who are providing security services at Government Organizations for at least last three consecutive years and being run by Ex-Servicemen/Ex-Para-military men or others.

2.2. The bidder should have the experience of completion of Security Service for the last three financial years (2016-17, 2017-18, 2018-19) in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of WB/ Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities. *Security Services provided at ‘Private Sectors’ will not be considered as credentials and bidders are suggested not to upload such documents.*

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4. Bidder or members of a partnership, joint venture or consortium shall submit a scanned
copy of PAN No. under the Income Tax Act.

3.5. Bidder must submit scanned copies of all documents required, duly self-attested, along with technical bid of the tender.

3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the authority of LMTC, Berhampore subsequently finds to the contrary, the Authority of LMTC reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of the State. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Authority of LMTC will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO DEPARTMENT:-

Land Management Training Centre, C.R. Das Road, Berhampore, Dist: Murshidabad, Pin-742101, The bidder is required to provide securities services to LMTC, Berhampore and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the LMTC, Berhampore and is aware of the operational conditions prior to the submission of the tender documents.

TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

(a) Notice of Invitation of Tender.
(b) Terms and Conditions.
(c) Scope of Work
(d) Method of award of work
(e) Criteria for Technical Evaluation (Annexure-I)
(f) Undertaking (Annexure-II)
(g) Form of Agreement (Annexure-III)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder’s risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1. The bidder shall check the tender documents and, in the event of discovery of any question the bidder shall contact the Office of LMTC, Berhampore.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he/ she shall seek clarification from the Office of LMTC, Berhampore either in person or through e-Mail. No written or oral communication, presentation or explanation by any other employee of the Authority of LMTC shall be taken to bind or fetter the Authority of LMTC under the contract.

8. PREPARATION OF BIDS

8.1. Language

Bids and all accompanying document shall be in English. The English version shall prevail in matters of interpretation.

8.2 Documents Comprising the Bid (HARD COPY)

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.20,000/- (Rs. Twenty thousand only.) in the form of DD from any Nationalised Bank, in favour of Additional Director of Surveys, WB & Controlling Officer LMTC payable at Berhampore on or before 18/12/2019 at 12.00 hrs in the office of LMTC, Berhampore. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned without any interest to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD of successful bidder may be adjusted with Security
money.

8.2.2. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.1 & 2.2 completed in preceding three years, in Govt. Organizations for security service only and complexity as in the present contract requiring supply of trained man power to provide Security Services.

8.2.3. **ON LINE SUBMISSION OF TENDER**: For e-filling, intending bidder should download the tender documents from the website: [http:// wbtender.gov.in](http://wbtender.gov.in) directly with the help of Digital signature certificate & necessary earnest money may be remitted through Demand Draft issued from any nationalized bank in favour of Additional Director of Surveys, WB & Controlling Officer LMTC payable at Berhampore and also documented through e-filling. Scanned copy of each and every documents, demand draft, etc. should be uploaded. Only the original hard copy of EMD is to be submitted to the Office within 18/12/2019 at 12.00 hrs.

8.3.1. Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract may be valid initially for one financial year/ twelve months and the Authority of LMTC reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be decided by the Authority of LMTC.

8.7. BID SECURITY:-

8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.20,000/- in the form of Demand Draft issued from any nationalized bank in favour of Additional Director of Surveys, WB & Controlling Officer LMTC payable at Berhampore along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.7.2. Any Tender not accompanied by Bid Security shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned without interest to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid security of the successful bidder will be adjusted with Performance Security after
signing the contract agreement.
8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

8.8. Format and Signing of Bid:- Both Technical bid and Financial bid are to be submitted concurrently duly signed digitally in the website http://www.wbtender.gov.in

9. Submission of Bids:-

9.1.1. Documents to be uploaded are as follows:
All the following documents are to be scanned and uploaded-

a. **Scanned copy of the Earnest Money Deposit** of an amount of Rs.20,000/- (as per 8.7.1).


c. Self attested **one recent passport size photograph(s)** of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, e-mail id, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses, telephone number sand e-mail id of Directors/Partners also.

d. Self attested copy of **EPIC and AADHAR** of the Bidder.

e. Self attested copy of **PAN No. card** issued by IT Deptt., Government of India.


g. Self attested copy of Valid **Registration No.** of the Agency/Firm.

h. Self attested copy of valid **Provident Fund (EPF) Registration Number and up-to-date challan**.

i. Self attested copy of valid **ESI Registration Number and up-to-date challan**.

j. **Income Tax** return for the last financial year.

k. Self attested copy of **Proof of experience** supported by documents from the concerned organizations. **Security Service provided at ‘Private Sectors’ will not be considered as credentials.**

l. Self declaration that the bidder shall abide by and comply with all the relevant laws relating to this service covered under various laws such as Labour Act and other such acts of the Government of West Bengal and Government of India.

m. Signed copy of **complete Tender Document** in each page.

n. **Duly filled and self attested Annexure.**

The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

**9.2 Late and Delayed Tender:** Bids must be submitted on line not later than the date and
time stipulated in the NIT. The Authority of LMTC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Authority of LMTC and the Bidder will be the same. **Bid received only through online will be accepted.**

**10.1 Bid Opening and Evaluation:**

10.1.1. The authorized representatives of the Authority of LMTC will verify the EMDs, submitted in original at the office of LMTC before scheduled closing date of submission of Tender in presence of the Bidder who are willing to be present there. After verifying the EMDs the authorized representatives of the Authority of LMTC will open the Pre-qualification/Technical Bids in the presence of the willing Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3 Conditional bids will also be summarily rejected.

10.1.4 Rejection will be done on online. No further correspondence will be entertained in this regard.

10.1.5 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

**10.2 Right to accept any Bid and to reject any or all Bids:**

10.2.1. The acceptance of Tender will rest on the Tender inviting authority and does not bind the Tender inviting authority to accept the lowest bid and may at any time by notice in writing through e-Procurement system portal to the bidders terminate the tendering process.

10.2.2. The authority of LMTC Berhampore may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The authority of LMTC Berhampore may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

10.2.4. In both the cases 10.2.2 and 10.2.3 EMD will be forfeited.

**11.1 Award of Contract:**

11.1.1. The authority of LMTC, Berhampore will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. The authority of LMTC, Berhampore will communicate the successful bidder confirmed by online submission that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount which Authority of LMTC will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute a agreement in the form specified in Annexure within a period of **7 days** from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 7
days of receipt of ‘Letter of Offer’ for an amount of **Rs.50,000/-** in the form of DD/ Govt. Securities, in favour of ‘**Additional Director of Surveys, West Bengal and Controlling Officer LMTC**’ payable at Berhampore. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the authority of LMTC accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

**BOQ/ BID FOR SECURITY SERVICES**

<table>
<thead>
<tr>
<th>Work</th>
<th>Manpower required on each day</th>
<th>Monthly Estimated Cost</th>
<th>Rate offered by the agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Round-the-clock Security Service</td>
<td>Four Unarmed Guards and Two Armed Guards for night duty</td>
<td>Nil</td>
<td>Bidders are to quote for only <strong>Consolidated Monthly Charge</strong> for deployment of Four Unarmed Guards &amp; Two Armed Guards at LMTC for round the clock throughout the year</td>
</tr>
</tbody>
</table>

**TERMS AND CONDITIONS OF THE CONTRACT**

1. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Authority of LMTC for providing safety, monitoring and surveillance. All statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, ESI, EPF, etc. will be borne by the contractor. If the minimum wages is revised by the Government of WB, the incremental wages, if applicable, will be provided by the contractor. The security personnel provided shall be the employees of the Contractor and the list of staff going to be deployed shall be made available to the Authority of LMTC and if any change is required on part of the Authority of LMTC fresh list of staff shall be made available by the agency after each and every change.

2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF, ESI, etc. of Govt of West Bengal and Government of India with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Authority of LMTC and to the Labour department.

3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer’s amount of contribution should be deposited with
the respective EPF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Authority of LMTC works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer’s contribution towards EPF subscription etc. within the stipulated time Authority of LMTC is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.

4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Authority of LMTC and Authority of LMTC shall ensure that the contractor complies with the provisions Security personnel must be Indian citizen.

5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be checked by the authorized official of the LMTC. While raising the bill, The following documents are to be submitted- 
   a) Attendance register of security personnel authenticated by the authority of LMTC 
   b) Challan of ECS payment to security personnel 
   c) Challan of EPF 
   d) Challan of ESI 
   e) Last GST return. Labour licence should be submitted by the contractor within a month from the date of deployment if applicable. All liabilities regarding payment of the security staff in respect of monthly wages, ESI, EPF, Bonus and any kind of other dues of the security personnel shall be borne by the contractor. LMTC authority will be liable to pay only Consolidated Monthly Charge as per AOC.

6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Authority.

9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Authority of LMTC and shall not knowingly lend to any person or company any of the effects of the Authority of LMTC under its control.

10. The security staff shall not accept any gratitude or reward in any shape.

11. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the
Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Authority of LMTC will be final and binding on the agency.

14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Authority of LMTC may issue from time to time and which have been mutually agreed upon between the two parties.

15. The Authority of LMTC shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department.

16. The contractor shall be responsible to maintain all property and equipment of the Authority of LMTC entrusted to it.

17. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall have to be removed. The penalty on this account shall be deducted from the Contractor’s bills.

18. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/Attendants and should project an image of utmost discipline. The Authority of LMTC shall have right to have any person moved in case of patient/staff complaints or as decided by representative of the Authority of LMTC if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

21. The eight hours shift generally will be from 06.00 hrs. to 14.00 hrs., 14.00 hrs. to 22.00 hrs. and 22.00 hrs. to 06.00 hrs. But the timings of the shift are changeable and shall be fixed by the Authority of LMTC from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Authority of LMTC for double duty, if any.

22. The personnel will have to report to the Department’s security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.

23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts of Government of West Bengal and Government of India as applicable from time to time with regard to the personnel engaged by the contractor for the Department.

24. The bill should be submitted on or before 10th day of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof signed by the contractor/his representative/personnel authorized by him with an authenticated copy to the Add Director of surveys & controlling officer LMTC Berhampore. No claim other than Monthly Consolidated Charge (Quoted Rate) on whatever account shall be entertained by the Authority of LMTC.

25. Any damage or loss caused by contractor’s persons to the Authority of LMTC in
whatever form would be recovered from the contractor.

26. a) In case any of contractor’s personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Authority of LMTC and the same shall be deducted from the contractor’s bills.

(b) In case any of contractor’s personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor’s personnel, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor’s bill. Further the concerned contractor’s personnel shall be removed from the Authority of LMTC system immediately.

In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Authority of LMTC reserves the right to impose the penalty as detailed below:-

i) 20% of cost of order/agreement per week, up to four weeks’.

ii) After four weeks Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered and then from open market or with other agencies if registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

28. The contractor shall ensure that its personnel shall not at any time, without the consent of the Authority of LMTC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Authority of LMTC and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.

29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor’s personnel shall be directly borne by the contractor including all expenses/finances. The concerned contractor’s personnel shall attend the court as and when required.

30. The contractor shall deploy his personnel only after obtaining the Authority of LMTC approval duly submitting curriculum vitae (CV) of these personnel, the Authority of LMTC shall be informed at least one week in advance and contractor shall be required to obtain the Department’s approval for all such changes along with their CVs.

31. **Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has
come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

32. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

33. "NOTICE TO PROCEED" means the notice issued by the Authority of LMTC to the contractor communicating the date on which the work/services under the contract are to be commenced.

34. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Authority of LMTC for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.

35. The contract period is one year from the date of the commencement (as mentioned in Notice to Proceed).

36. During the course of contract, if any contractor’s personnel are found to be indulging in any corrupt practices causing any loss of Government interest shall be entitled to terminate the contract forthwith duly forfeiting the contractor’s Performance Guarantee.

37. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Authority of LMTC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Authority of LMTC from the contractor.

38. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Authority of LMTC within seven days. The Authority of LMTC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

39. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

40. The contractor shall indemnify and hold the Authority of LMTC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

41. The bidder should be registered with the concerned authorities of Labour Authority of LMTC under Contract Labour (R&A) Act 1970 of Government of WB & Government of
India and West Bengal Works Contract Act (wherever applicable).

42. The contracting agency shall not employ any person below the age of **18 yrs.** And above the age of **60 yrs.** Manpower so engaged shall be trained for providing **security services** and **fire fighting services** and **moving persons towards hospital** (when necessary) before joining.

**43. The contracting agency shall employ at least two armed personnel for night shift. Armed License from concerned authority should be submitted before deployment of such personnel.**

44. The contractor shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

45. Security staff engaged by the contractor shall not take part in any staff union and association activities.

46. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

47. **The Authority of LMTC shall not be responsible for providing residential accommodation to any of the employee of the contractor.**

48. **The Authority of LMTC shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Authority of LMTC does not recognize any employee employer relationship with any of the workers of the contractor.**

49. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be **recovered** by the Authority of LMTC from the agency.

50. If any underpayment is discovered, the amount shall be duly paid to the agency by the Department.

51. **The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Authority of LMTC.**

52. **The contractor will have to deposit the proof of depositing employee’s contribution towards PF/ESI etc. of each employee in every 3 months.**

53. **The contractor shall disburse the monthly wages to its staff deployed at LMTC through ECS with written intimation to the Authority of LMTC as a proof of disbursement and submit challan of the same.**

54. **The contractor should have round the clock control room service in Berhampore along with quick response teams to deal with emergent situations. Security personnel may be assigned any other duties inside the campus by the authority without compromising security aspects. Security personnel shall be in charge of the keys of the doors of Hostel rooms, Office rooms, Guesthouse etc as and when required by the authority.**

55. **IN & OUT register shall be maintained at the main gate of the campus.**
OBLIGATION OF THE CONTRACTOR:
56. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

57. Dispute Resolution
Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities’ representatives of the concerned parties.

58. JURISDICTION OF COURT
The courts at WB shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

SCOPE OF WORK OF THE CONTRACTOR
The contractor shall have to provide the security services in the Land Management Training Centre, Berhampore under L & LR and RR & R Department of Government of West Bengal. The contractor shall ensure protection of the personnel & property of the Department, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Authority of LMTC building.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:
1. The Security personnel will be responsible for overall security arrangement of the concerned Authority of LMTC covered in the contract.
2. Security personnel will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Authority of LMTC will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/ will be as per the instructions of the authorities of the Authority of LMTC and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be same as other days.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Department.
9. Security personnel shall also ensure door keeping duties as required. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Department.
10. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
11. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
12. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
13. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities and help to move persons to hospital whenever required.
14. In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards should be sensitized for their role in such situations.
15. The Security Guards are required to display mature behaviour, especially towards female staff and female visitors.
16. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
17. Any other provisions as advised by the Authority of LMTC may be incorporated in the agreement. The same shall also be binding on the contractor.
18. Security personnel shall be responsible for charges of the door-keys of Hostel rooms, Office rooms, Guesthouse etc and may be asked to perform similar other duties if required by the authority. Such duties will however be performed without compromising the security aspects.

**Evaluation of Tender**

Evaluation of Tender will be done by a committee and selection of successful bidder will be done by Additional Director and Controlling Officer of LMTC on the basis of the recommendation of the committee after considering all aspects.

The evaluation of the Technical Bid will be carried out in the following manner:

i) Technical Bids of only the pre-qualified Bidders will be opened for evaluation.

ii) The Bidder’s credentials and certificates will be evaluated as per requirements specified in the Tender.

**METHOD OF AWARD AS**

The firms who will qualify the technical evaluation criteria, will be eligible for financial bid. The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency as per satisfaction of tender inviting authority considering all aspects.
ANNEXURE-I

Government of West Bengal
Land Management Training Centre
Berhampore, Murshidabad

CRITERIA FOR TECHNICAL EVALUATION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Documents asked for</th>
<th>Technical Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Security (EMD) of Rs.20000/- (Rupees Twenty thousand) only in the form of DD issued by any Nationalised Bank in favour of Additional Director of surveys, W.B. &amp; controlling officer of LMTC payable at Berhampore, (valid for 45 days beyond the Tender validity period)</td>
<td>Document 1</td>
</tr>
<tr>
<td>2</td>
<td>Self-attested Scanned copy of :- EPIC, AADHAR card, PAN card, GSTIN with up-to-date return, valid Registration number of the Firm / agency, valid Licence No. under Private Security Agencies (Regulations) Act, 2005 and West Bengal Private Security Agencies (Regulations) Rules, 2007 issued by Govt. of West Bengal</td>
<td>Document 2</td>
</tr>
<tr>
<td>3</td>
<td>Self-attested Scanned copy of:- valid Provident Fund Registration number, valid ESI Registration No.</td>
<td>Document 3</td>
</tr>
<tr>
<td>4</td>
<td>Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned authority.</td>
<td>Document 4</td>
</tr>
<tr>
<td>5</td>
<td>Income Tax return for the last financial year</td>
<td>Document 6</td>
</tr>
</tbody>
</table>

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.
ANNEXURE-II

UNDERTAKING

(ON A STAMP PAPER of Rs.100/-)

To

The Additional Director of Surveys, WB
And Controlling Officer, LMTC, Berhampore.

Name of the firm/Agency ____________________________

Name of the tender ____________________________ Due date: ________________

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We, in no circumstances will submit any bill other than Monthly Consolidated Charge (Quoted Rate).
5. I/We shall provide trained security guards.
6. I/We do hereby undertake that complete security of the LMTC shall be ensured by our Security Agency, as well as any other Point considered by our Agency.

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

Page | 20
ANNEXURE-III

Govt. of West Bengal
Land Management Training Centre
Berhampore, Murshidabad

FORM OF AGREEMENT

This Agreement is made on this day between the
GOVERNOR OF THE STATE OF WEST BENGAL of the ONE PART
AND

..............................................................(Name and
address of the Contractor) which expression shall, unless excluded by or repugnant to the
context be deemed to include his successor, heirs, executors, administrators, representatives
and assigns of the OTHER PART.

Whereas Additional Director of Surveys, West Bengal and Controlling Officer
LMTC, Berhampore, Murshidabad on behalf of the ONE PART after inviting Tender vide
through e-Tendering Portal of the e-Procurement System of Government of West Bengal, had
received offers for Providing 24 hrs security service at LMTC, Berhampore.

AND WHEREAS after evaluating the Offers, technically qualified Bids were allowed
for opening Commercial (Price) bid through the same e-Tendering Portal of the e-
Procurement System of Government of West Bengal as per clauses and specifications
mentioned in the NIT.

AND WHEREAS after commercial evaluation through the same process (Name of the
Contractor) the OTHER PART has been selected, being the lowest quote, for the assigned
supply as mentioned earlier.

AND WHEREAS the said (Name of the Contractor) the OTHER PART has agreed to
render service as per specifications mentioned in the NIT and as per rate quoted i.e., @ Rs.
.......................... Consolidated Monthly Charge.

Now, THEREFORE the parties have agreed as follows:-

1. This Memorandum of Agreement shall come into force with effect from the date of
   execution of this Agreement. Work Order/s related to Security Service at LMTC shall be
   deemed to be a part and parcel of this Agreement.
2. All the terms and conditions mentioned in the NIT No. 465 /Security-54/LMTC/2019,
   Dated, Berhampore, The 2nd December, 2019 and all the rules and regulations of Government
   of W.B. in this regard shall be abided by the agency as per this agreement.
3. The rate offered will remain valid till completion of work within a stipulated time
   from the date of awarding the contract and no escalation of price for reason whatsoever will
   be allowed till completion of the work.
4. The time schedule fixed by LMTC, Berhampore for Providing 24 hrs security service
   at LMTC, Berhampore.
5. Bill will be received after completion of month and payment will be made as per
   availability of fund and taxes will be deducted as per existing Government rules.
6. The Contractor shall have to strictly maintain the terms and conditions laid down in the NIT and failing of which attract penalty and may cause termination of contract.
7. Notwithstanding anything contained herein before, the authority of LMTC, Berhampore shall have the right to terminate the contract unilaterally by giving only 15 (fifteen) days notice in writing to the Contractor – a) If the fund support for the project or job is withdrawn or discontinued. b) If the Contractor breaches any terms and conditions laid down in the Tender document of this Tender.
8. This Agreement is valid for the period from ....................... to .....................

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands on the day, month and year first above written.

Signed, Sealed and Delivered by

(Name and Designation) for and on behalf of the Governor of the State of West Bengal

(Signature with Seal)

Signed, sealed and Delivered by the within named OTHER PART

(Signature with Seal)

In presence of:

1.

(Signature, Name & Address)

2.

(Signature, Name & Address)
IMPORTANT INSTRUCTION

Instruction / guidelines for Bidders for Electronic submission of the Tender on line.

1. Registration of the Bidder:
   • Any bidder willing to participate in the process of e-Tendering is required to log on to https://etender.wb.nic.in or https://wbtenders.gov.in with user id (a valid email ID with password) for enrolment and registration. The bidder is to click on the link on the e-Tendering site as given on the web portal.
   • The registration page will appear and the bidder is to fill up the details asked for basic organization information in that page.
   • Upon submission of such detail, registration will be done.

2. Obtaining Digital Signature Certificate (DSC):
   • Digital Signature is not a digitized from signature rather an identity proof of the bidder, Tendering Electronically online. This may be used in the name of authorized representatives of the organization / firm. It is stored in and given as a USB e-Token.
   • Class II & class III Digital Signature Certificate can be procured from the approved certifying authorities recognized by the Controller of Certifying Authorities, Government of India on payment of requisite amount.
   • The Bidder is again required to log on with the user id and password to register the Digital Signature Certificate (DSC) without which the bidder can not participate in e-Tendering. Once registered this DSC can be used for participating in any e-Tender of this Directorate in future.

3. Uploading documents:
   • The Bidder is to log on with the Digital Signature Certificate (DSC) , e-Token password to upload scanned copies of various documents, as sought for in the NIT. This can be saved, edited and even be deleted if necessary, by the Bidder.

4. Downloading tender documents:
   • By tender search (by value, by location, by classification) or from latest tender, the Bidder may download and view details of tender after clicking on serial number.
   • After downloading documents and before submission of Tender online, it is to be ensured that the documents have properly been filed and necessary scanned documents have been uploaded, virus scanned and digitally signed.
   • Bid security / EMD should be submitted in hard copy in sealed envelope and scanned documents have been uploaded, virus scanned and digitally signed.

5. Technical bid is to be submitted through e-Tendering system, using specified format.
6. Commercial bid is to submitted ONLY through the e-Tendering system and hard Copy of Technical bid, Commercial bid will not be accepted.
7. Bidders should note that a training programme on the e-Tendering system will be held at the time of pre bid meeting to familiarise Bidders with the system and help them in the electronic submission. Hence it is recommended the Bidders should attend the pre-bid meeting.
8. It is also very much important that Bidders familiarize themselves with the e-Tendering system well in advance of submission of Tender as to avoid any doubts.