

NO. 9-14/2013-Ad (CDL)/JAO/T-2  
GOVERNMENT OF INDIA  
MINISTRY OF HEALTH AND FAMILY WELFARE  
Central Drugs Laboratory  
3, Kyd Street, Kolkata-700016  
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Dated the 26<sup>th</sup> July, 2013

NOTICE INVITING TENDER

**Sub: Tender Annual Rate Contract for providing Round-the-Clock Security Services at premises under control of Central Drugs Laboratory, 3, Kyd Street, Kolkata-700016.**

Sealed tenders are invited for annual contract for providing the security services on outsourcing basis for premises occupied by Central Drugs Laboratory, 3, Kyd Street, Kolkata-700016 from eligible reputed Indian firms/agencies/contractors experienced in providing security service in Govt. Offices/Public Sector Undertakings, for a period of one year initially, extendable on mutual agreement up to two years, in two terms of one year each, subject to satisfactory performance of the firm. Total estimated value of the annual contract put to tender is Rs. 3,41,180/- per annum.

SCOPE OF WORK

The agency will provide "ROUND THE CLOCK" Security arrangement for Central Drugs Laboratory, Kolkata, hereinafter called CDL, by supplying at least 3 (Three) trained 'guards' per day (each engaged in duty for eight hours per day in normal condition) as per the direction of authorized representative of CDL, Kolkata.

The guard(s) of a particular shift will be off from the duty only after the guard(s) of the next shift report(s) for duty. The shift/change will be after proper handing over/taking formalities in the register provided for this purpose. In any case, the position of the security guard should not be left unmanned.

**a) Responsibilities**

The Agency's Responsibilities with regard to the Security to be provided will be:

1. To prevent all thefts, pilferage, damage, encroachment, fire etc. at CDL, Kolkata premises and report any such incident immediately and independently to the police/fire-brigade/other appropriate authority along with reporting the same to the CDL Management and to liaison the matter with police/fire-brigade/other appropriate authority with utmost care.
2. To check gate-pass during inward and outward transportation of goods/materials and to receive phone calls, to maintain visitors' book etc.
3. To carry out any other work allotted with regard to security arrangements.
4. To assist fire fighting using fire fighting equipments and extinguishers with its operation and maintenance in case of necessity. Hence, the guards need to have basic knowledge of for fire fighting in case fire occurs.
5. To assist for First Aid treatment always ready at premises in case of necessity
6. To provide periodical night patrolling by senior staff at least once in a week.

7. To periodically check the performance of security guards by the senior staff or as directed.
8. To streamline work in accordance with the instruction given to the Agency by the CDL Administration from time to time.
9. To maintain regular contact with the CDL Administration with regard to security arrangements and improvement.

**b) Liabilities**

1. The guards supplied by the Agency should be trained, young, smart and well turned out with proper uniform. Cost of uniform has to be borne by the agency/service provider.
2. During winter, night duty guards will be equipped with woolen coats or as directed. Such arrangement shall be made by agency at its own expense.
3. No guard deployed by the firm should smoke, chew pan Gutkha, consume alcohol etc during duty hour. Non compliance may lead to suitable penalty/termination of contract.
4. The night duty guards will be equipped with lathies, torches etc or as directed. Cost of equipments shall be borne by the agency.
5. The attendance of the guards will be taken by the Building Caretaker/ authorized person/Officer of this office. The guards should maintain proper decorum in the office premises. The firm will maintain Daily Attendance Register which will be verified by authorized officer of CDL.
6. The guards would be changed with proper handing and taking over after each shift for better security arrangements from operational point of view.
7. Any guard may be asked to be replaced immediately from site without assigning any reason whatsoever. Non compliance may lead to suitable action against the firm
8. All statutory liabilities such as wages, ESI, PF Bonus, insurance and all other statutory requirements of guard on duty will be borne by the Agency. The Agency will submit the proof of PF & ESI payments with every monthly bills.
9. Any damage to the fitting and fixtures in the complex including glass of any kind, chinaware, water supply connections, sanitary wares, firefighting systems, plumbing Systems by the workers will be borne by the agency and will be cost adjusted against your payments.

**ELIGIBILITY OF FIRM**

Tender /Quotation is invited only from Registered and bonafide Firm/Agency/contractor having experience of at least three years in the relevant field of providing security arrangements on outsourcing basis to Government Ministries/ Departments/ Government Organizations/PSUs etc.

Financial Bid of only eligible and bonafide Registered Firm/Agency/Contractor will be opened. Tnderer should submit the following certificate/ documents with their Financial Bid to establish their eligibility:-

- (i) Copy of Certificate of Registration of Firm/Agency/Contractor and validity thereof.
- (ii) Completion certificate of a single work of similar nature i.e. Security Arrangement amounting to Rs. 3.0 lacs (Rupees Three lakhs) per annum or more from authorized officer of PSU/ Govt. Department/Bank during last three years.
- (iii) Copies of valid certificates of Income Tax clearance, Service Tax, and Sales Tax.
- (iv) Details of the Firm/ Company in case of Partnership Firm.
- (v) List of present work in hand and available man power.

### **EARNEST MONEY DEPOSIT (EMD)**

Rs. 7,000/- [Rupees Seven thousand only] to be deposited in favour of the Director, Central Drugs Laboratory, Kolkata in form of Banker's Cheque payable at Kolkata purchased not before 26-07-2013 from any Nationalized Bank with their Tender document/Quota paper in a separate envelop.

Except 1<sup>st</sup> & 2<sup>nd</sup> lowest bidder/tenderer, the deposited EMD of the unsuccessful bidders shall be discharged/returned immediately and no interest would be paid thereon. The EMD of the successful bidder and second lowest bidder shall be returned only after drawl of formal agreement and submitting of Security Deposit for the work in question and no interest would be paid thereon.

The EMD shall stand forfeited if a bidder withdraws or amends the bid/tender, or impairs or derogates from the tender in any respect during the period of bid/validity of tender period or in case successful bidder fails to sign or accept the contract within the stipulated period. The EMD shall also stand forfeited in the event of pre-mature withdrawal of the tender(s) by any of the tenders (s).

### **PROCEDURE FOR FILLING UP AND SUBMITTING THE TENDER FORM**

Interested and eligible firm/agency/contractors [see eligibility above] need to download the tender document from website and filled in Tender Documents may be dropped in Tender Box available in the office premises till 28-8-2013 (1 pm).

The tenderer should sign and stamp on all the pages of the tender documents/quotation paper [whatever available in 'website'] including Annexure-I, II & III as having read and understood the terms & conditions contained in the tender notice and submit the same by quoting their rate.

The Technical Bid/Eligibility Bid (Annexure I) should be accompanied by an Earnest money Deposit (EMD) of Rs. 7,000/- (Rupees Seven thousand only) in the form of a crossed Banker's Cheque payable at Kolkata in favour of Director, Central Drugs Laboratory, Kolkata. The tender/quotation received without EMD will be treated as invalid tender/quotation and the financial bid will neither be opened nor taken into consideration. The Technical Bid/Eligibility Bid complete in all respect, along with EMD, has to be covered in an envelope superscripted as "TECHNICAL BID".

The Financial Bid should be completely and legibly filled up with attachment on clear necessary break ups of rates quoted. This should be covered in another separate envelope superscripted as "FINANCIAL BID".

The above two envelopes may be sealed in another separate envelope superscripted as "Tender for Annual Rate Contract for providing Round-the-Clock Security Services at CDL, Kolkata" and addressed to Director I/c, Central Drugs Laboratory, Kolkata-700016 and should be dropped in Tender Box available at the office premises at CDL, Kolkata, latest by 1.00 PM on 28.08.2013. The complete name and address of the tenderer must be written on all the envelopes.

Incomplete tender/quotation in any respect shall be summarily rejected and no tenderer shall have any right to represent.

The blank Annexure I, II & III are enclosed at the end of this tender/quotation document in clear and legible terms. Wherever, the rate/prices are to be quoted the same should be written in figures and in words as well. If rate or any component of the rate in figure differs with that in words, the rate quoted in words shall prevail. The quoted prices should be all inclusive including taxes etc. and nothing will be paid extra.

The filled in Annexure I, II & III have to be signed and stamped by the firm through its authorized signatory.

**NOTE:** a) Tenderer must write name and full address of the firm/agency/ contractor at the back of the Banker's Cheque. b) Tender submitted late/ delayed tenders due to any reason, whatsoever will not be accepted / considered, at all, under any circumstances.

#### **DATE OF OPENING TENDER**

The Technical Bid [Eligibility Bid] will be opened on 28-08-2013 (1.30 pm). In case of non submission of EMD in required form by the tenderers, tender/financial bid will be treated as informal and will be rejected summarily. Eligibility will be assessed as per eligibility criteria given in Tender Documents only if EMD is received in stipulated form. List of eligible bidder shall be displayed on Notice Board on 29-8-13 [3.00 pm].

Financial Bid of only eligible tenderers will be opened on 30-8-2013 [1.30 pm].

Request for extension of opening date or time of tenders will not be considered. Interested bidders/tenderers or their authorized representatives [with request letter (for Bidder) / authority letter (for representative) in Letterhead of the tenderer] may be present at the time of opening of the Tender/quotation.

#### **IMPORTANT NOTE**

1. The Director, Central Drugs Laboratory, Kolkata reserves the right to accept or reject any tender, in whole or in part thereof without assigning/ specifying any reason thereof. He shall also have the right to relax any of the terms and conditions mentioned in the tender document as per exigency of work.
2. There is no obligation on the part of the CDL, Kolkata to intimate the unsuccessful tenderers of the outcome of the tender process.
3. Intending tenderer/bidders are advised to visit the place of work for assessing the nature and volume of work realistically before quoting the rates.
4. Bidders/tenderers who are having near relative(s) employed in this CDL, Kolkata/DGHS are not allowed to participate in the tender. The firm should give a certificate as given in the Annexure-III that none of his/ her relative is working in the CDL-Kolkata/DGHS. In case of the proprietorship firm, certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company, by all the directors of the company. Due to any breach of these conditions by the company or firm or any other person of the Firm/ Company the contract will be cancelled and Security deposit will be forfeited at any stage whenever it is noticed and CDL, Kolkata will not pay any damage to the firm or company or the concerned person. The company or firm or the person will also be debarred from further participation in any contract/tender of CDL.

The near relatives for this purpose are defined as:

- (a) Member of Hindu undivided family,
- (b) They are husband and wife
- (c) The one is related to the other in the manner as father, mother, son(s) and son's wife (daughter in law)' Daughter (s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s); and Sister's husband (brother in law).

#### **VALIDITY OF CONTRACT PERIOD and SECURITY DEPOSIT**

The contract will remain in force for a period of one year from the date of award of work and the same may be extended for another one year twice (i.e. up to a period of three years in total) subject to satisfactory performance of the firm. On formal acceptance of the contract, the firm concerned shall have to deposit a sum equal to 10% of Tender Amount (annualized) towards **Security deposit** in the form of National Saving Certificate/Fixed Deposit Receipt from any nationalized bank and to be pledged in favour of Director, Central Drugs Laboratory, Kolkata within seven days from the date of acceptance of the offer.

The Security Deposit will be refunded after three months from the date of successful

completion of the contract.

The firm entrusted with the work shall have to carry out the contract at the rates approved by the CDL, Kolkata, which shall be valid for the whole of the period of the contract and no upward revision/any additional claim will be entertained during the period of the contract under any circumstances.

#### **PROCEDURE OF PAYMENT**

(a) The bills in duplicate for the services, prepared on the basis of quoted rates will have to be submitted on 1<sup>st</sup> week of succeeding month to the Director, Central Drugs Laboratory for effecting payment, together with the certificate of satisfactory performance duly signed by the authorized signatory/concerned officers and certificate of payment of all dues to the concerned labourers. Monthly payment will be made by CDL only after full payment of monthly labourers dues. No advance payment shall be made for the services.

(b) The payment will be released through crossed cheques and income tax and other statutory taxes, if any, shall be deducted against bills submitted.

(c) In case of delay in monthly payment the agency should be financially sound to make payment to its manpower & consumables without affecting the work for a minimum period of 03 months.

#### **TERMS AND CONDITIONS**

(i) The work shall be carried out satisfactorily as per the directions of the competent authority of the CDL, Kolkata. Building Caretaker or any other officer of CDL, Kolkata authorized by the Director shall be the reporting officer for the Security Guards.

(ii) The competent authority in this office reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges of the respective items, if he notices or it is brought to his notice any unsatisfactory performance and disciplinary lacunae by the employees deputed by the contractor firm. Decision of Director, Central Drugs Laboratory, Kolkata is final and binding.

(iii) The contractor shall deploy adequate manpower/ workers to execute the work as mentioned in the para 'Scope of work' above.

(iv) The CDL, Kolkata shall not provide any material/ equipment for the work. All consumable material and required equipments are to be arranged and shall be brought by the contractor and no extra payment will be made for the same.

(v) Cost of any damage done to wooden fittings/ fixtures/furniture, any other equipment, machines, material, toilet/sanitary fittings, electrical fittings, lights, switches & boards etc or any Government property within the premises of the buildings due to mishandling by the guards deployed by the contractor shall be borne by the contractor and he shall repair/replace the damaged part/portion immediately. In case the contractor fails to make good the loss/damage to the satisfaction of the competent authority, CDL, Kolkata, at its discretion, deduct such amount from the bills of the contractor as it may decide sufficient, to make good the loss. Decision of Director, Central Drugs Laboratory, Kolkata is final and binding. No appeal for review /write off the loss shall be entertained.

(vi) The contractor shall be wholly responsible for the conduct/integrity of each supervisor/Guard/worker deputed by him.

(vii) The contractor himself shall be responsible for the safety and maintenance of his workers, tools and materials. No damages/claim of the contractor on this account shall be entertained in any circumstances. No payment towards loss of life or accident of the worker or loss of equipments shall be borne by CDL.

(viii) The contractor will supply sufficient sets of uniforms, shoes, badges etc. to each guard, who shall invariably wear the same while at work and also keep the uniform clean. If during working hours, any guard is found to be without uniform/badges, he will be marked absent and recovery as per condition will be made from the contractor's bills.

(ix) Under no circumstances shall the contractor appoint any sub contractor or sub-lease the contract. If

it is found that the contractor has violated these conditions, the contract will be terminated without any notice by the officer-in-charge.

(x) The guards/workers shall be under the direct control of the supervisor/ officer in-charge or his/her authorized representative for day-to-day maintenance operations. However, they will report to Building Caretaker (of CDL, Kolkata) for their daily duty.

(xi) Income Tax and surcharge as usual shall be recovered from the gross amount of the contractual charges as per statutory order of Government.

(xii) The contractor shall at his own cost, if required, take necessary insurance coverage in respect of his staff and other personnel for service to be rendered and shall also, during the currency of the contract, comply with all relevant labor laws as may be applicable or modified from time to time by the concerned authorities and in no case CDL would compensate for the losses and damages of material/manpower.

(xiii) The firm shall comply with all the prevalent rules and regulations in Force relating to Minimum Wages Act etc. and shall be responsible for all statutory dues to its staff engaged at CDL, Kolkata.

(xiv) The contractor shall supply to his workers all gadgets/articles required for safety purpose. The contractor may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.

(xv) The decision of the authorized officer of CDL regarding the satisfactory standard of performance shall be final and binding on the contractor. The contractor shall comply with the monitoring mechanism/system as advised by the CDL, Kolkata.

(xvi) The contractor should provide photo-identity card to every labourers deployed for the job in Central Drugs Laboratory, Kolkata and one copy of the same also be submitted to CDL authority for record before deploying him on duty.

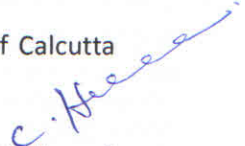
(xvii) Performance security of an amount as stated earlier will be submitted in the form of National Saving Certificate/Fixed Deposit Receipt from Nationalized/Scheduled Bank by the lowest responsible bidder within a week after award of Contract. The performance security shall be released after the satisfactory completion of the contract.

(xviii) The quoted rates shall be valid for a minimum period of one year from the date of awarding of the Contract. Rates quoted shall be inclusive of all wages, PF, ESI, Service Tax, Service Charge etc fulfilling all laws. Rules, requirement and statutory obligations required under minimum wages act, workmen's compensation act and other labour laws that comes in force from time to time has to be scrupulously followed by the agency. Any revision of labour rates by local authorities shall not affect the rates quoted by the bidder & the rates will be firm & valid for a minimum period of one year extendable on mutual consent thereafter. The rate may only vary before expiry of contract in case the wage agreed on becomes less than the Minimum Wage rate in force. In that case, revised wage will not be more than Minimum Wage rate in force.

(xix) The contract will be valid for a period of 12 months from the date of its award and the same may be extended by another year in two subsequent terms (thus, total extension period may be of two years) subject to satisfactory performance of the firm. However, in the event of service rendered being found unsatisfactory or in the event of any other unforeseen circumstances the contract is liable to be terminated without assigning any reason thereof, after giving one month's notice. The decision of the Director, CDL, Kolkata in this regard shall be final and binding on the contractor.

(xx) All the obligations as described in this tender document shall be complied by Tenderer and those obligations shall be binding on the contractor during the validity of contract.

(xxi) All disputes in connection with this annual contract will come under the jurisdiction of Calcutta High Court, Kolkata only.

  
(C Hariharan)  
Director I/c (CDL, Kolkata)

Director-in-Charge  
Central Drugs Laboratory  
Govt. of India  
3, Kyd. Street, Kolkata-16

Annexure-I

**Technical Bid [Eligibility Bid] For the Work of Round the clock Security Services at the premises of CENTRAL DRUGS LABORATORY, KOLKATA**  
[To be filled by Tender]

I/We have read and fully understood the Notice Inviting Tender No. **No. 09-14/2013-Ad (CDL)/JAO/T-2** dated **26-8-2013** and hereby furnish details of my/our agency/firm/company:-

1.	Name and address of the Contractor/ Firm. Registration No. of the firm/agency & period of validity of registration. [NOTE: Bankers' Cheque for EMD value of unsuccessful bidder will be returned to this address]	
2.	Name of the owner (s)/ Partner (attach Bio-data of all partners)	
3.	Contact Details ( <b>Mandatory</b> ) (i) Mobile number (ii) Office Telephone (iii) FAX [Not mandatory] (iv) E-mail Address	(i) (ii) (iii) (iv)
4.	Name of organizations/offices, where the Contractor/ Firm is presently providing cleaning services (mention only two addresses and phone no.)	
5.	(a) Whether the firm/agency is registered (attached copy certificate of registration) (b) Service Tax number (copy to be attached) (c) PAN number (copy to be attached) (d) ESI number (copy to be attached) (e) EPF number (copy to be attached)	
6.	Details of experience with Govt./Semi-Govt./Autonomous bodies during last 3 years along with annual turnover (2010-11, 2011-12 & 2012-13)	
7.	Please attach the copies of documents for similar job completed and Annual Balance Sheet for 2010-11, 2011-12 & 2012-13	

List of enclosures

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Signature(s) with Seal

**FINANCIAL BID**  
**For Round the clock Security Services at the premises of**  
**CENTRAL DRUGS LABORATORY, KOLKATA**  
(To be filled up by the tenderer)

I/we have physically inspected the premises occupied by CDL, Kolkata and understood the volume of work. Having read and accepted all terms and conditions in the tender document we submit the rates for Round-the-Clock Security Services as follows:-

1.	Total monthly amount to be charged by the agency/ firm for providing the services in question. (please attach break-up)	Rs. (Rupees..)
2.	Details of manpower to be deployed.	
3.	Value of consumable items to be supplied/ provided. (List of items along with quantity to be attached)	Rs. (Rupees..)
4.	Total (Col. 1+3)	Rs. (Rupees..)
5.	Service charge of the firm @	Rs. (Rupees..)
6.	Taxes, if any @	Rs. (Rupees..)
7.	Total monthly charges inclusive of adequate manpower & all materials / consumables items required for cleaning (including tax, if any) (col. 4+5+6)	Rs. In words:
8.	Total Annualized Charge	Rs. In words:

Signature with Seal

Certificate

I,..... s/d/w/o.....  
.....r/o.....  
....., hereby certify that none of my relative as defined in  
the tender document is / are employed in CDL, Kolkata/DGHS as per details given in the tender  
document. In case at any stage, it is found that the information given by me is false /incorrect,  
Director, Central Drugs Laboratory, Kolkata shall have the absolute right to take any action as  
deemed fit/without any prior intimation to me.

Signature.....  
Name.....  
Position.....  
Date.....