



बसु बिज्ञान मन्दिर

BOSE INSTITUTE

P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054

BIDDING DOCUMENTS

For Tender Notice No.

BI/T/03(security)/2018-19

To be addressed to:

The Sr. Prof. & Incharge, Registrar's Office,
Bose Institute, Centenary Building,
P-1/12, CIT Scheme - VII -M
Kolkata - 700054 (INDIA)



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TERMS & CONDITIONS AND GENERAL CONDITIONS



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NOTICE INVITING TENDER

Bose Institute, an Autonomous Scientific Research Institute funded by the Department of Science and Technology, Government of India, invites sealed offers **in two bid system** from reputed and experienced Private Security Agencies (PSA) only, having their own office in Kolkata for providing “**24 hours Watch & Ward**” service over six different campuses of Bose Institute, in Kolkata, North 24-Parganas and South 24-Parganas.

A.1. Essential Qualification of the Bidder

- (a) The bidder, in the stature of a private limited company or partnership firm or proprietorship firm, must be able to deploy security personnel having excellent track record while in present service or past service .
- (b) The annual turnover of the bidder shall be above of Rs.3 (three) crores in last three consecutive years.
- (c) The bidder must follow the rate of daily wages of daily rated workers as stipulated by Central Government from time to time.
- (d) Registered Office/Principal Place of Business/Head Office of the bidder should be in Kolkata.
- (e) The bidder must have registration with EPF, ESI, GST, Professional Tax, ISO Certification and also with the Regional Labour Commissioner (Central).
- (f) The bidder must have minimum **10 years** experience in providing security services in Govt. organizations / PSUs out of which at least 5 years experience in Scientific Research Institution run by Govt. of India.



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- (g) At the time of bidding, the bidder should have running contract with at least 4(four) Government organizations/PSUs with deployment of atleast 40 nos. security personnel per organisation, out of which at least 1(one) should be in a Scientific Research Institute run by Govt. of India.
- (h) The bidder must have licence under the Private Security Agencies (Regulation) Act, 2005.
- (i) The bidder must hold license under Contract Labour (Regulation and Abolition) Act, 1970.
- (j) The bidder should have experience in providing at least **90 (ninety) security personnel at a time to an organisation** at present or in recent past i.e. in last 3 (three) years.
- (k) Any bid document submitted not duly filled in, will be outright rejected.

A.2. Details of the Bid Documents

- A.2.1 **Cost of bid document is Rs. 2000/-** (Rupees Two thousand only) which is non-refundable. Payment is to be made by way of account payee Demand Draft in favour of Bose Institute, payable at Kolkata, along with the Technical bid.
- A.2.2 Interested bidders are requested to download the prescribed tender documents and deposit / drop the same duly filled-in, on any working day **within 21 days** from the date of advertisement (22.5.2018). **Last date of submission of the tender on 12.6.2018 will be upto 2.00 p.m.,** in the **drop box placed at 1st floor, Establishment, Centenary Building of Bose Institute, P-1/12, C.I.T Scheme VIIM, Kankurgachi, near E.S.I. Hospital, Kolkata -700054. The Technical bid of the tender shall be opened on the same day, i.e.,12.6.2018 at 3.00 p.m. at the 2nd Floor in front of the Seminar Room of the Annex Building of Bose Institute, Centenary Campus, P-1/12, C.I.T. Scheme - VIIM, Kankurgachi, near E.S.I. Hospital, Kolkata – 700 054.**



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- A.2.3 All tenders should be accompanied with an **Earnest Money Deposit (EMD) of Rs. 2,00,000/-**(Rupees Two Lakh only), payable in the form of Demand Draft of any nationalised bank in favour of **Bose Institute** payable at **Kolkata**.
- A.2.4 The validity of the tender will be 90 (ninety) days from the last date of submission.
- A.2.5 Bose Institute reserves the right to reject any or all bids without assigning any reasons whatsoever. No correspondence will be entertained after submission of tender / bid.
- A.2.6 Any dispute arisen will be a subject matter of arbitration at Kolkata only.

Sr. Prof. & In-Charge,
Registrar's Office.



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C H E C K L I S T

Tender Notice No. ::

Name of the Bidder ::

1.	Whether tender is submitted in two bid form i.e. Technical bid and Price bid.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	Whether all pages of the tender document are submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	Whether Rs. 2000/- (non refundable) cost of bid document is submitted by way of DD favouring Bose Institute, payable at Kolkata.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	Whether Technical and Price bids are separately sealed and marked accordingly.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5.	Whether Bid Security (Earnest Money Deposit / EMD) is furnished.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6.	Whether Bid Security is enclosed with the technical bid.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7.	Whether Bid Form in the official letter head is submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8.	Whether Bid Security Form has been submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9.	Whether Price Bid Form as per Annexure I has been submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10.	Whether Technical Bid Form as per B-I (Part-I) has been submitted along with EMD and Cost of Bid Document.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11.	Whether Performance certificates from the past and present Principal employers has been submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
12.	Whether Service Support details form has been submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
13.	Whether the qualification requirement for submission of the tender has been examined, fulfilling and agrees with the terms and conditions.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

** Pl put tick (✓) mark whichever is applicable*

Date :

Signature of the bidder with seal
(Name and Designation of the Signatory in Capital Letters)



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BID FORM

(to be submitted on the official letter head of the bidder)

To
The Director
Bose Institute
P-1/12, CIT Scheme-VIIM
Kankurgachi (near E.S.I. Hospital)
Kolkata – 700054

Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, I/We agree to furnish required services in conformity with the Two Bid System or such portions thereof at the prices given in the Price Bid on receipt of order for the same.

I/We agree to abide by all the terms and conditions as stipulated in the bid document unconditionally, from the date of receipt of intimation from you regarding acceptance of this tender.

I/We agree to submit the bank guarantee/demand draft as specified in the bid form prescribed by your goodself for the due performance of the contract, if our bid is accepted.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

()
Signature of Bidder with Office stamp
(Name and Designation of the Signatory
in Capital Letters)

Station:

Date:

Telephone No.& FAX No. :

E-mail address:

Name & Designation of the Contact Person:



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BID SECURITY FORM

(to be submitted on the official letter head of the bidder)

**To The Director
Bose Institute
P-1/12, CIT Scheme-VIIM
Kankurgachi (near E.S.I. Hospital)
Kolkata – 700054**

Dear Sir,

..... (Name and address of Bidder) (hereinafter called “the Bidder”) in response to Tender Notification No. ----- dated ----- is submitting its bid for providing “**24 hours Watch and Ward Services**” (Hereinafter called “the Bid”).

As stated in the tender notice, the bidder accepts to adhere to the following conditions:

1. If the Bidder withdraws it’s Bid during the period of bid validity specified by the Bidder,
2. If the Bidder, having been notified of the acceptance of its bid by the Institute during the period of bid validity fails or refuses to execute the Contract Form if required; or fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders, **the EMD submitted with the Technical Bid will stand forfeited.**

Signature of the Bidder with date and seal

(Name and Designation of the Signatory in Capital Letters)

Date:

Place:

Witness: (With name, address & phone number)

1.
2.



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"B-A"

SCHEDULE OF PAYMENT

As per Central Government Wages in accordance with the circular issued by Government of India, Ministry of Labour and Employment , Office of the Chief Labour Commissioner (C), New Delhi, as on date and as applicable from time to time.

*Plus Service Charges @-----% (to be quoted by the contractor/Security agency)

Signature of the Bidder with date and seal

Name and Designation of the Signatory in Capital Letters

Manpower requirement:



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Annexure I

B.1. SCHEDULE OF RATES FOR RESPECTIVE CADRES FOR DEPLOYMENT AT THE INSTITUTE (CENTRAL MINIMUM WAGE RATE)

(in Rs.)

Sl. No.	Particulars of Cadres	No. of Personnel required per month	Rate per person per month (as per Central Government Wages Circular issued by the Ministry of Labour and Employment)	Total
1.	Supervisors	04		
2.	Security Guards	58		
3.	Gunmen	08		
	Service Charge @__%			
	GRAND TOTAL			

The total strength is subject to change as per requirement of the Institute.

Signature of the Bidder with date and seal
Name and Designation of the Signatory in Capital Letters



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INSTRUCTION TO BIDDER

B.1. Submission of Bid:-

B.1.1. Complete set of BID Document is to be downloaded from the Institute's website and shall be prepared by typing or printing with indelible black ink. Only the tender in original form shall be submitted by the bidder.

B.1.2. Bidder is advised to submit the BID strictly in accordance with the terms and conditions and specifications contained in the BID DOCUMENT. Institute reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the BID document, without assigning any reasons whatsoever.

B.1.3. BID shall be submitted in two parts: **Part I- Technical Bid** and **Part II- Price Bid**. Part-I and Part-II should be separately sealed and superscribed with the words '**Part I: Technical Bid**' and '**Part II: Price Bid**', whichever is applicable. Both the parts should be put in one single envelope and should be properly sealed. The large sealed envelope should be superscribed with the words "**Quotation for 24 Hours Watch and Ward services at Bose Institute**" and tender reference number should be mentioned on it. The full name, postal address and telephone number, Fax number (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover.



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Part- I

TECHNICAL BID FORM

Name and Address of Bidder ::

a)	Details of Demand Draft for Rs. 2,000/- (Rupees Two Thousand) only in favour of Bose Institute payable at Kolkata towards cost of bid document.
b)	Details of DD for Rs. 2.00 Lakhs (Rupees Two Lakhs) only towards Earnest Money Deposit (EMD).
c)	Acceptance of confirmation to the bid evaluation criteria.
d)	Details of past assignments with copy of Work Order.
e)	Details of present assignments with proof certificates.
f)	Performance certificates from the past and present Principal employers.
g)	Registration with Government Agency concerned with Security Service and with the Regional Labour Commissioner (Central), Ministry of Labour and Employment, Government of India..
h)	Company profile
i)	Documents related to Trade License, Labour License in accordance with Private Security Regulations Act, 2005, IT PAN, Professional Tax Registration etc.
k)	Audited financial statement for last 3 years (2014-2015 and 2015-2016 and 2016-17).
l)	Additional documents, if any.
m)	Certificate for P.F./E.S.I Registration, Other Statutory Registration Certificates.
n)	PAN Reference , TAN Reference, GST Registration certificate.
o)	Copies of last 03 years Income Tax return filed with the Income Tax authorities.

•All supporting documents pertaining to Part 1 of B.1 should be submitted along with Technical Bid. Documents submitted in Technical Bid as mentioned above should be properly flagged/marked.

Signature of the Bidder with date and seal

(Name and Designation of the Signatory in Capital Letters)



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PART – II: Price Bid, shall contain the Price Bid at **Annexure I**.

B.1.4 The bidder has the option of sending the BID by registered post, or submitting the BID in person in the drop box, so as to be delivered on or before the date and time set out for the same. **Bids submitted by FAX or e-mail will not be accepted.** The Institute will not be responsible for the loss of BID or delay in postal transit. **No bids will be entertained after the date and time set by the Institute.**

B. 2. BIDS

B.2.1. Signature on BID(s)

- i. The BID must contain the name, address of the place of business of the person or persons submitting the BID and must be signed and sealed by the bidder with his usual signature on every page of the BID. The names of all persons signing should also be typed or printed below their signatures.
- ii. BID by a partnership firm / consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed / consortium agreement should also be furnished.
- iii. BID by a corporation / company must be signed in the legal name of the corporation / company, by the President / Director or by the secretary or other person, or persons authorized to bid on behalf of such corporation / company with seal of the corporation / company.
- iv. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- v. The bidder's name stated in the BID shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.



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B.2.2 Correction in BID

All changes / alteration / corrections in the BID shall be signed with date in full by the person or persons signing the BID. **No erasing and / or overwriting are allowed.**

B.3. Transfer of BID documents / BIDS

Transfer BID document purchased by one bidder to another is not permissible. Similarly transfer BID submitted by one bidder to another is also not permissible. No alteration in the essence of BID, once submitted shall be permissible. In case the bidder transfers the BID or modifies / withdraws during the period of validity, his EMD shall be forfeited.

B.4. Earnest Money Deposit (EMD)

Each BID must accompany EMD in the form of Demand Draft of Rs. 2,00,000/- (Rupees Two Lakh only) issued by a Nationalised Bank in favour of **Bose Institute** payable at **Kolkata** shall be submitted with the Part I-Technical Bid. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

The EMD of un-successful bidders shall be refunded only after the contract has been awarded to the successful bidder. No interest shall be paid on the EMD.

B.5. Validity of BID

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (Ninety) days from the last date of submission of bid. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the Institute. In the event of the bidder revoking the BID or varying any term in regard thereof the **bidder's EMD shall be forfeited** and BID will be cancelled.



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B.6. Right of Institute to accept or reject the BIDs

The right to accept the BID in full or in part shall rest with the Institute. **However, Institute does not bind itself to accept the lowest BID and reserves the authority to reject any or all the BIDs received without assigning any reason whatsoever.** The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. BIDs not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

B.7. The Institute reserves the right to verify performance of the bidder in organisation(s) where they are currently employed. The decision of the Competent Authority will be final regarding the evaluation of performance and consideration of bid.

B.8. Signing of the Contract

The successful bidder shall be required to execute the Draft **Contract Agreement** on a non-judicial stamp paper of Rs.100/- (One Hundred only) within fifteen days of the issue of the **Letter of acceptance of BID**. In the event of failure on the part of the successful bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled. Cost of the stamp paper shall be borne by the bidder.

B.9. Performance Security

The successful bidder with whom the Institute will enter into agreement for supply of security personnel shall submit Performance Security deposit of Rs.5,00,000/- (Rupees Five lakhs Only) in the form of Demand Draft or Bank Guarantee issued by any Public Sector Banks in favour of Bose Institute till the end of the contract period.



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“C”

DEFINITION OF TERMS

In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.

- C.1** The ‘Institute’ shall mean Bose Institute, with its premises located at 93/1, Acharya Prafulla Chandra Road, Kolkata – 700009 and shall include its authorized representatives, successors and assignees.
- C.2** The ‘CONTRACTOR’/‘SECURITY AGENCY’ shall mean the person or persons, firm or company or corporation or consortium of firms or companies, whose BID has been accepted by the Institute and includes the Contractor’s legal representative, his/her successors and permitted assignees.
- C.3** The ‘BID/TENDER’ shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration by the Institute.
- C.4** The “BID/TENDER DOCUMENT” shall mean the documents issued by the Institute to prospective Bidders, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Bidder to prepare their BIDS, for submission to the Institute. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda /corrigenda /amendments issued by the Institute.
- C.5** The ‘LETTER OF ACCEPTANCE OF BID’ shall mean an official invitation from the Institute to successful Bidder to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- C.6** The ‘WORK’ shall mean and include all works to be executed, all items and things to be provided /done and service and activities to be performed by the CONTRACTOR/ SECURITY AGENCY in accordance with the contract.
- C.7** The ‘CONTRACT’ shall mean the agreement between the Institute and the CONTRACTOR/ SECURITY AGENCY, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by the Institute.



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C.8 The 'MONTH' shall mean the Calendar month according to the Christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24 hours.

“D”

GENERAL TERMS AND CONDITIONS

D.1 Definition

24 hours Watch and Ward contract shall mean the work of maintaining security of the Institute's Campus with all its articles and premises, **outside it in the vicinity and inside** as described herein below and will include any item not specifically herein but which may be included within the scope of the work on mutual consent of both the parties.

D.2. Description of Work

D.2.1 The work would have to be undertaken by the said Contractor under this Agreement shall be as follows:

D.2.1.1 a) Supply of total number of security personnel for ensuring security of the premises round the clock i.e. 8 hours per shift, 3 shifts a day for 7 days of the week as mentioned herein under:

i. Supervisor:	04 Nos.
ii. Security Guard:	58 Nos.
iii. Gunmen:	08 Nos.

The total strength is subject to change as per requirement of the Institute.

D.2.1.2 To provide necessary routine and preventive maintenance, general surveillance and vigil, monitoring of and all other such activities as is required for maintaining of security of the premises with materials and equipments to be supplied by the Contractor. Such security maintenance jobs are to be done also on holidays for which no extra amount will be payable by the Institute to the Contractor. To be vigilant for



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prevention of any unwanted incident and unauthorised access to the premises of the Institute. Such, incidents, if any should be immediately reported to the Institute.

D.2.1.3 The Contractor shall take charge of security of all the premises of Bose Institute and shall make arrangements for opening and closing of main gates as per direction given from time to time by the competent authority and the Contractor shall remain entirely responsible for any theft, loss or damage to the property(ies) of the Institute for any reason due to negligence of the security personnel directly or indirectly as per terms and conditions.

D.2.1.4 To put on/off of the switches of the lights, fans etc. and opening / closing of Gates / doors as and when necessary or instructed.

D.2.1.5 To provide necessary supervisory staff for effective performance of the required job and the entire supervision and control of the security staff.

D.3. General Conditions

D.3.1 The Contractor shall take overall responsibility pertaining to security of all the six campus premises during and beyond the office hours and on holidays /weekdays also and will ensure such security maintenance to the satisfaction of the Institute.

D.3.2 The Contractor shall also submit photocopy of the posting/appointment letter of each of its men deployed at the Institute and if the Contractor withdraws and/or deploys any person in the premises of the Institute according to its own exigency of work or on advice of the Institute, photocopy of the appointment letter of such newly deployed Security Personnel of the Contractor should also be immediately furnished to the Institute.

The Contractor shall take overall responsibility pertaining to security of the entire premises **beyond the office hours also** and will ensure such security maintenance to the satisfaction of the Institute Authority.

D.3.3 The Contractor should be solely responsible for the contract and on behalf of his deployed Security Personnel, issue necessary identity card bearing the signature of the Contractor and deployed Security Personnel at his own cost.



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D.3.4

- (a) The Contractor will ensure proper maintenance of security of the six campus premises and if any defect or loss is detected by the Institute which is ascertained due to the negligence of the Contractor and/or security personnel engaged by the Contractor, the said Contractor should make good the same at its own cost to the Institute. The decision of the Institute will be final and binding upon the Contractor in this respect. Any loss incurred by the Institute will be charged from the Bills of the Contractor.
- (b) The Contractor shall be liable for any loss, theft etc. occurred due to negligence of their personnel and shall take lawful action in this regard in the event either or any of their personnel is found guilty. Any willful damages of Institute's property etc. by the security personnel will be compensated by the Contractor from the Bills of the Contractor . The decision of the Institute will be final and binding on the Contractor.

D.3.5 If any of the Security Personnel engaged is found not suitable for the purpose, the Contractor immediately, i.e., within 24 hours should arrange for the replacement of the said personnel and inform the administration accordingly.

D.3.6 The Contractor should submit details like name, father's name, residential address and contact numbers of the personnel deployed by him in the Institute to the concerned authority.

D.3.7 P.F., E.S.I and GST, as admissible and applicable, would be allowed by the Institute and the Contractor shall deposit the same with the appropriate authority and shall submit copies of challans to the Institute for every month.

D.3.8 Security personnel posted in different premises of the Institute must issue "**Visitors Cards**" and "**confirmation slip**" to all outsiders excepting the invited dignitaries visiting any premises of the Institute.



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- D.3.9 The visitor need to confirm the visit from the respective Institute personnel and compliance of the same is to be ensured by the security personnel deployed by the Contractor. All instructions / directives in this regard and as would be intimated from time to time by the Institute shall be obligatory for compliance by each personnel deployed by the Contractor. Any deviation from the same is unacceptable. The penal clause will be implemented as per agreement executed between the Institute and the Contractor.
- D.3.10 Managing parking of vehicles inside Campuses.
- D.3.11 In case of armed guards, the Contractor will provide Security Personnel having valid licensed weapons. A copy of the valid license should be made available by the Contractor to the Institute.
- D.3.12 Only one Gate should be kept open in the Centenary Campus excepting on exceptional circumstances with the permission of the Registrar. Round the clock posting of the Security personnel both at the Main Entrance as well as at the Rear Gate of the Centenary Campus should be strictly maintained. At Madhyamgram Experimental Farm, all entrances of the Campus of the Institute to be manned and the Security Personnel deployed should maintain constant vigil and to move around the campus.
- D.3.13 The contractor will also under take to impart necessary training for handling. Fire fighting equipments, First Aid Appliances etc. to all its personnel deployed in different premises of the Institute.
- D.3.14 The Contractor must not deploy any personnel beyond 60 years of age in any of the premises of the Institute. If at any stage violation of the same is noticed, the wages paid for such security personnel will be recovered from the Contractor, with penal interest as per rule. The decision of the Institute will be final and binding upon the Contractor.



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- D.3.15 The Contractor will deploy **fresh** security personnel every 5 months. No security personnel should be posted beyond 5 months at a stretch in the Institute. Non Compliance of the same will be strictly dealt with and penal charges as per rules for the same will be applied against the Contractor.
- D.3.16 The Contractor should be able to deploy lady security during working hours of the Institute.
- D.3.17 The Roster of the security personnel to be deployed in each campuses of the Institute to be submitted to the Institute one month in advance. Non adherence of the same will be strictly dealt with.
- D.3.18 Any campaign or advertisement for any items, prior permission from the Registrar / Concerned member is to be obtained.
- D.3.19 In case of weekly holiday, alternative arrangement should be made by the Contractor for Supervisors, security guard and Gunman.
- D.3.20 Weekly holiday is to be provided by the Contractor as per Shop & Establishment Act .
- D.3.21 The liability of compensation for injury/death/accident to security personnel or other arising during the period of duty by security staff shall be to the accounts of the Contractor.
- D.3.22 Security personnel provided by the Contractor to the Institute shall be employees of the Contractor for all purposes as well as for the purpose of this contract.



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D.3.23 The Contractor shall be liable for any statutory obligations under various labour laws. The Contractor shall obtain requisite License under Contract labour (Regulation and Abolition) Act, 1970.

D.4 Related scope of work and obligation of the Contractor

D.4.1 The Contractor shall be wholly and exclusively responsible for the due performance of all the obligations under the Contract Labour (Regulation & Abolition) Act, 1970, Employees' State Insurance Act, 1948, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Workman's Compensation Act, 1948 or any other legislation as may be applicable in respect of the employees engaged by the Contractor in the premises of the Institute. If the Institute is ever made liable to pay any amount or fulfill any obligation of any such person employed by the Contractor in the premises of the Institute, the Contractor shall indemnify the Institute to the full extent of the liability incurred and obligations fulfilled or payments made and the Institute shall be entitled to recover the said amount from the Contractor, from the monthly bills and/or by any other mode.

D.4.2 The Contractor should provide all materials and equipments i.e. torches, arms and weapons as may be required by the Institute for smooth and proper maintenance of security work of the said premises at their own cost.

D.4.3 The Security Personnel shall maintain or cause to maintain Visitor's Register and Key Register, Attendance Register and all other records required under the law from time to time, in respect of all persons employed by it and working under it who have been employed in the premises of the Institute as per prescribed formats provided by the Institute. All such Registers, records and papers shall be made available for inspection at any time by the Institute and to the appropriate authority of the Governments (State or Central) as may be required from time to time. The Contractor shall also give certified true copies of any such documents, records or papers whenever required by the Institute or its authorised representatives.



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- D.4.4 The Contractor should fulfil all the obligations and liabilities of the employer of such persons as may be employed by it and shall also be responsible as employer of such persons to settle all the claims and disputes raised by and/or on behalf of the persons employed by or under it including the claims that may arise in respect of employment, non-employment, terms and conditions of employment and in respect of such services rendered and termination of employment of the persons employed by and under it.
- 2D.4.5 The payment of compensation, dues, if any, of the employees appointed by the Contractor for the purpose of this Agreement will be the responsibility of the Contractor only **and the Institute in no case** will be **liable to compensate thereof**.
- D.4.6 That the Contractor shall be liable for violation of any legislation and/ or prosecution by the authority in respect of their employees and shall also be responsible for safety and welfare of its employees as per laws of the land, engaged for the purpose of this contract.
- D.4.7 The Contractor shall be responsible for the discipline and good conduct and behaviour of all the persons engaged by it and/or working on its account and the Contractor shall be liable to make or good any losses or damages caused by such persons either to the property and goods of the Institute or personnel of the Institute.
- D.4.8 That the Contractor shall furnish to the Institute at an early date a photocopy of the trade licence and licence under Contract Labour (Regulation & Abolition) Act, renewed up to date by the authorities concerned authorizing them to carry out contract/ business of contract and labour supply as the case may be, other than the documents already stated in B.1.3.
- D.4.9 The Contractor shall not employ female security personnel during night time and no person below the age of 18 years shall be employed by the Contractor on the work of the Institute. Suitable reliever is to be provided by Contractor to avoid deployment of the same personnel in two consecutive shifts.
- D.4.10. The Contractor shall pay to the Security Personnel employed by it in all the six campus premises of the Institute, wages not less than fair and minimum wages as obligatory as per the provisions of the laws.



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D.4.11. The Contractor shall have a person who is trained to handle disaster management.

D.4.12. The selected Contractor should report to the designated officer/Committee at regular interval and comply to all queries/questions raised by the designated officer/Committee. Decision of the Competent Authority regarding ongoing performances of the Contractor will be final.

D.5 Fees and terms of payment

D.5.1 That towards services performed and obligation fulfilled by the Contractor in terms of this document, the Contractor shall submit the bill for payment at the agreed rate at the closing date of each month and be paid within 7 working days from the date of submission after tallying with the Attendance Register of the Contractor in respect of the security personnel deployed by the Contractor in the premises of the Institute. Thus Contractor will submit along with the bill, the following documents:

- i. Certified Attendance Sheet.
- ii. Duty Roster for the succeeding months.
- iii. Employee-wise ESI payments challan & ESI deposit challan.
- iv. Employee-wise Provident Fund payments challan & EPF deposit challan.
- v. Payment of wage sheet to employees for the preceding month.
- vi. Copy of service tax deposited relating to previous bill.

D.5.2 The Institute shall not be responsible for any payment in connection with the obligation of the Contractor in respect of any Agreement entered into by the Contractor of which the Institute is not a party.

D.5.3 The agency will be allowed Service Charges @ % plus Taxes as applicable.

D.5.4 In execution of this contract, regarding upward or downward revision of wage from time to time, the Institute shall follow the schedules and circulars of the Central Minimum Wages, Ministry of Labour & Employment as applicable.



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D.5.5. All payments will be subject to deduction of Income-Tax at source as per Income Tax Act and Income Tax Rules.

D.5.6 The rate contract as agreed by both the parties will remain unchanged throughout the contract period.

D.6 Period of Contract

The contract shall be deemed to have come into force from the date following the date of formal agreement by and between the parties and shall remain in force for an initial period of 12 months unless otherwise terminated or rescinded prematurely, provided that the Institute shall have the liberty to extend the terms of contract for any period of time as may be felt necessary subject to satisfactory performance in all respect.

D.7 Penalty for failure to render the security service

In the event of the Contractor's failure to execute the work entrusted to the Contractor in accordance with the Agreement, the Institute reserves the right to make alternative arrangement for which, if the cost incurred by the Institute is higher than that paid to the contractor, the difference in cost shall be recovered from the Contractor's unpaid bills and Security Deposit.

10% of Service Charges will be deducted by Bose Institute from its monthly bill apart from recovering the cost of damages occurred.

D.8 Suspension/ Cancellation and termination of the Agreement.

D.8.1 Notwithstanding anything contained herein before to the contrary, the Institute shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Contractor shall have no claim for any loss and damage against the Institute. If the Contractor abandons his service for which he/she is committed to the Institute, all his/ her dues e.g. EMD, Security Deposit, etc. will be forfeited by the Institute.



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D.8.2 The Institute reserves the exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the Institute.

D.8.3 On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours, withdraw its Security Personnel and materials from the Institute and the Contractor shall have no right to claim any demurrage/ compensation from the Institute for the loss of job of its employees or whatsoever in as much as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.

D.8.4 The Contractor may suspend/cancel/terminate the contract by giving 90(ninety) days clear notice in writing.

D.9 Arbitration

D.9.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Institute.

D.9.2 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.

D.9.3 It is a term of the contract that the cost of arbitration will be borne equally by the parties themselves.

D.9.4 The jurisdiction/seat of the arbitration shall be at KOLKATA.



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D.9.5 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(Prof. S. R. Sikdar)
Sr. Prof. & Incharge,
Registrar's Office