

**BOSE INSTITUTE  
KOLKATA**

<b>Tender No.</b>	:	<b>BI/T/04/2024-25</b>
<b>Tender Date</b>	:	03-MAY-2024
<b>Type of Tender</b>	:	Open
<b>Tender Title</b>	:	<b>Deployment of Security Personnel at Unified Academic Campus, Bose Institute, Block EN - 80, Sector V, Salt Lake, Kolkata – 700 091.</b>
<b>Terms &amp; Conditions</b>	:	Annexure-I
<b>Tenure</b>	:	Two months
<b>Quantity</b>	:	For 03 nos. of Security Personnel
<b>Last date &amp; time for submission</b>	:	10-MAY-2024 upto 12:00 noon
<b>Date &amp; time for opening of bids</b>	:	10-MAY-2024 at 12:30 pm
<b>Submission of Tender (Address)</b>	:	Tender Box will be kept at the Gate of Unified Academic Campus, Bose Institute, Block EN - 80, Sector V, Salt Lake, Kolkata – 700 091.
<b>Venue of bid opening</b>	:	As above
<b>For any query the interested bidder may contact (Dept./Section/Div./Unit)</b>	:	<a href="mailto:registrar_office@jcbose.ac.in">registrar_office@jcbose.ac.in</a> / <a href="mailto:bipurchase@jcbose.ac.in">bipurchase@jcbose.ac.in</a>
<b>General Terms &amp; Conditions:</b>		
<b>Type of Bid</b>	:	Single bid system
<b>Bid Validity</b>	:	60 days
<b>PBG</b>	:	5% of the Contract Value to deposited within 7 days from the date of awarding contract.
<b>Documents to be submitted</b>	:	As per Annexure-I
Title of the Tender and Tender No. should be mentioned on the closed envelope positively.		
Bose Institute reserves the right to accept or reject any or all tenders either in part or in full. The reasons for rejecting the tender of a prospective bidder will be disclosed only when enquiries are made.		

Sd/-

**Registrar (Officiating)**

## Terms and Conditions for Providing Security Services

### A) Eligibility Criteria for Security Agency

1. The Security Agency may be a proprietor firm/Partnership/Company who possess the following statutory documents:
  - (a) License to engage in the business of Private security agency under Private Security Agency (Regulation) Act 2005 and relevant Rules, issued from time to time.
  - (b) Contract Labour license issued by the competent authority of Govt. of India
  - (c) Establishment Registration Certificate
  - (d) Must have registration under EPF and ESIC
  - (e) GST Registration Certificate having address of Principal / Head office at Kolkata only.
  - (f) Must have valid PAN card
  - (g) Must have valid TAN Number
2. The Security Agency must have Registered Principal / Head office in Kolkata only (documentary proof to be submitted).
3. The Security Agency must have minimum five (05) years of experience as Security Service Provider in Central / State Government Organizations or Public Sector Undertakings/reputed Private Organization.
4. At least one satisfactory performance certificate from Central / State Government organizations or Public Sector undertaking reputed Private Organization, where they have provided Security personnel during last five years.
5. Copies of Income Tax returns for last three years.
6. The Agency should have a average annual financial turnover of Rs.25,00,000/- (Rupees Twenty Five Lakhs) from Security services during the last three financial years. *Audited or CA certified statement of accounts, documents to this effects may be submitted.*

### B) **Estimated man power requirement**

1. The Security Agency should be able to deploy 15 (Fifteen) unarmed Security Personnel and these numbers may increase or decrease depending on the requirements of Bose Institute. The Agency shall also provide extra Security Personnel as and when required during emergency for a short term or long term on the same terms and conditions.
2. The Agency shall be responsible for **replacement of any Security Personnel** falling sick, proceeding on leave or otherwise absent at no additional cost to Bose Institute.
3. The man power deployed by the agency shall be required to work in shifts as detailed below for 6 days in a week and one mandatory weekly day off has to be provided to the each of the deployed security personnel. The normal shift timings for security duties are as follows:-

1. 1 <sup>st</sup> Shift	:	06:00 hrs. to 14:00 hrs.(08 hours)
2. 2 <sup>nd</sup> Shift	:	14:00 hrs. to 22:00 hrs.(08 hours)
3. 3 <sup>rd</sup> Shift	:	22:00 hrs. to 06:00 hrs.(08 hours)

Shift timings may vary according to the requirement of the Institute.

- C) The duty hours, under no circumstances, should exceed eight hours at a stretch in any given day. Continuous shifts by the same person are strictly to be avoided.

**D) Minimum Standards of Security Personnel to be deployed:**

1. Eligibility Criteria for Security Personnel:-
  - (a) Security Personnel must be medically fit, physically well-built and possessing robust health;
  - (b) Age of Security Personnel should not exceed 50 years.
  - (c) Ability to read, write and speak in Hindi and local language.
  - (d) Knowledge of maintaining visitor pass system, verification of identity proof material movement records, Lock & key management system fire fighting and usage of fire extinguishers and emergency response system.

**E) Scope of work:**

1. Security personnel provided by the Agency shall safeguard the material and properties of Bose Institute:
  - i. Security of the men, material and other assets of Bose Institute;
  - ii. Visitors Control and maintenance of proper records;
  - iii. Proper checking of all the incoming/outgoing materials by keeping proper records of Gate Pass Systems for men and material movements.
  - iv. Controlling the movements of vehicles through guarding and intensive patrolling in the areas.
  - v. Checking of locks of all the buildings, rooms, offices etc. and switching off /on all lights, Fans, power points, etc. after office hours;
  - vi. Round the clock vigilance and surveillance in the Office campus
  - vii. Any other security functions required for the security of this office/residential premises
  - viii. Safe guarding CCTV fixtures and other equipment.
2. **Uniform and Clothing:-**The agency shall provide complete uniform to the deployed security personnel at its own cost.
3. **Sleeping on Duty/Absence from duty post:-**The agency shall ensure that none of the security personnel is found to be sleeping/absent from the duty post / found under the influence of Alcohol /Bad turnout/ Shabby uniform during the checking by Bose Institute personnel failing which penalty as decided by the competent authority of Bose Institute will be deducted from the service charge of the agency.
4. In the event of **theft or pilferage** of departmental material or the properties, the Agency's personnel should actively assist the Security –In- charge of Bose Institute and follow up the same. In case it is found that any theft, pilferage, loss or damage has occurred to the person, property or premises of the Department due to negligence of Security personnel, in performing his duty and /or absence from the place of duty and/or not providing substitute by the agency or any other reason,
5. Security personnel shall be deployed in the different campuses of Bose Institute. with the approval of the authorized Officer. The work force shall be under the supervision of the Registrar, Bose Institute or any other official who has been duly delegated by the competent authority of Bose Institute.

6. All the incoming and outgoing entities and goods should be thoroughly checked by the Security personnel. The security personnel must ensure that property, whether equipment or materials, are not allowed to be taken out of the campus without proper gate-pass duly signed by the authorized officials of Bose Institute. To keep proper records of incoming and outgoing materials the proper register should be maintained.
7. Any security personnel of the agency do not come up to the mark or does not perform his duties properly, commits misconduct or indulges in any unlawful riot or disorderly conduct, the Agency shall **immediately** take suitable action against such person on the report of the authorized official of Bose Institute.
8. The Agency shall ensure that the deployed Security Personnel should deal with Officers/officials and visitors, politely and courteously, while enforcing discipline and shall not indulge in unwarranted talks.
9. The selected agency shall ensure that any information related to operational process security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person /organization by the Security Personnel deployed at any of the campus of Bose Institute.
10. The Security Personnel should not consume alcohol/ smoking /chewing tobacco product while on duty.

#### **F) Statutory Provisions**

1. The Agency shall be solely responsible for all **accidents or personal injuries** to the Security Personnel employed by it in the Department. The Agency shall at its own cost, take necessary **insurance cover** in respect of the services rendered to the Department. The Agency shall comply with the **statutory provisions of:**
  - (a) Private Security Agency (Regulation) Act, 2005
  - (b) Contract Labour [Regulation and Abolitions] Act, 1970
  - (c) The Minimum Wages Act, 1948
  - (d) Workman's Compensation Act, 1923
  - (e) The Employee's Provident Fund (and Miscellaneous Provisions) Act, 1952
  - (f) Employee's State Insurance Act, 1948
  - (g) Payment of Gratuity Act, 1972

Bose Institute under no circumstances will be liable for non-compliance of the said Acts as stated in point [a to g] of para above.

2. Any other rules / regulations and / or statutes that may be applicable from time to time.
3. The Agency shall comply with the statutory remittances like ESI & EPF and the mandatory contributions of the employer i.e. Agency and their deployed personnel shall be remitted monthly and the proof of remittance (separate challan for guards deployed in various campuses of Bose Institute) shall be mandatorily produced along with the monthly bill.
4. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof Dept. is put to any loss / obligation, monetary or otherwise, Bose Institute will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency.

**G) Financial**

1. The Agency shall furnish a Performance Security Deposit (or Bank Guarantee from a nationalized bank (valid from the date of awarding of contract upto 30 days beyond the contract period) to Bose Institute for due performance of the contract for an amount equal to 5% of the value of the contract, till final settlement of all dues for which no interest will be paid by Department.
2. **Service Charges:**  
Service Charges upto a maximum of 6% of the Bill value as quoted by the Agency. The Service Charges so quoted will be fixed throughout the entire contract period, even in case of extension of Contract as well as the wage revision concerned Ministry.
3. The selected agency shall be required to pay wages as Minimum Wage as per Ministry of Labour & Employment, Central Govt. Notification No. issued from time to time.
4. **The payment of wages will be regulated as follows and under no circumstances the security guards shall be allowed to work beyond 26 days in a month and 8 hours a day:**

Sl.No.	Particulars	Security Guard (Calculated for Area A)  *However calculation of Area A and Area B & C will vary as per the Ministry of Labour, Central Govt. Notification No. issued from time to time
1.	Rate of Min. Wages (Basic + VDA) per head per day of 08 hours.	As applicable
2.	Minimum wages per head per month of 26 days	As per actual
3.	ESI @3.25% of Minimum Wage	As per rule
4.	EPF @-13% of Rs.15000/- or Minimum wage, whichever is lower	As applicable
5.	Total Rate per head per 26 days a month.	As per actuals
6.	Reliever charges for Security Guard, if any.	Nil
7.	Service Charge@ ---% (fixed)	As per Actuals
8.	Gross Total	
9.	GST.....%age and amount	As applicable

5. No payment for overtime will be reimbursed by Bose Institute in case the Security Personnel is deployed on overtime and the agency shall be responsible to make such payments.
6. The Security Agency should deploy full strength of manpower as specified in the Clause 'B' – Manpower requirement of terms and conditions of Security Service.
7. **Submission of bills:** The Agency shall submit the bills for payment to Bose Institute. Bose Institute will reimburse the disbursed wages as per the applicable rates of issued by Ministry of Labour, Government of India from time to time along with statutory contributions and service charges after deducting TDS as per the rules subject to the provisions of contract. The Agency shall be required to submit the bill in duplicate along with following documents:
  - a. Attendance sheet of the personnel performed duties for the month duly Certified by the Agency and the authorized official of Bose Institute for the campus of posting
  - b. Salary sheet of Security personnel with all earnings and deductions along with following information:
    - i. EPF& ESI number of Security Guard
    - ii. Number of duties performed and weekly off availed
    - iii. Salary earned during the period on different heads and deduction towards ESI, EPF Professional tax and others.
  - c. Statutory remittance copies of PF, ESI, Professional tax and GST etc.
  - d. Detailed statement of employees and employer's contribution of each Security personnel towards ESI and EPF and its bank transfer statement.
8. The Tax Deduction at Source (T.D.S.) shall be enforced as per the provisions of the Income Tax Act 1961 by Bose Institute and TDS Certificate shall be issued to the Agency accordingly.
9. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. to the concerned tax authorities from time to time as per the rules and regulations in the matter.

#### **H) Contract Tenure:**

The tenure of contract is initially for Three (03) months, which may be extended based on the requirement of Bose Institute and the performance of the Agency

#### **I) Penalty and liability clause:-**

1. The Agency shall be responsible to faithful compliance of the terms and conditions. In the event of any breach of this terms and condition, the order may be terminated and the performance security deposit will be forfeited..
2. If the Agency violates any of the terms and conditions or commits any fault or the services are not to the entire satisfaction of Bose Institute 5% penalty will be levied on the bill amount.

## J) Termination of contract:

The contract can be terminated by Bose Institute by giving One (01) month (30 days) prior notice without assigning any reasons thereof. However, in the event of breach of any of the terms and conditions mentioned in this contract and or failure in rendering satisfactory services, the contract can be terminated by giving 10 days prior notice.

## K) Legal

1. The manpower deployed by the selected agency shall not have any claims of Master and Servant relationship vis-a-vis, Bose Institute nor have any principal and agent relationship with or against Bose Institute. Deployed manpowers shall not be treated or considered as employees of Bose Institute under any circumstances against any post in Bose Institute.
2. On all matters pertaining to this contract and with regard to interpretation of the Terms & Conditions and the Agreement, the decision of Bose Institute shall be final and binding.
3. The Agency, shall be required to enter into an Agreement on Stamp Paper of Rs.100/- in the format approved by Bose Institute containing, inter-alia, all the terms and conditions of the contract within 15 days.

## L) Other terms and conditions:

1. The Agency shall be required to maintain **Attendance register / Attendance roll** in the campus of posting of the Institute which will be open for inspection and checking by the authorized officers of Bose Institute.

2. The selected agency shall furnish the following documents in respect of each Security personnel deployed at campus of posting of the Institute before the commencement of contract:

List of security personnel identified/selected by agency for deployment in Bose Institute with Bio data, proof of date of birth, age, qualification, residential address with Contact number/s etc.

3. Selected Agency shall issue identity cards to the Security personnel deployed, bearing their photographs/identifications etc. and the Personnel shall wear their identity cards at the time of duty.

4. Bose Institute is not liable to provide accommodation, transport, food, medical and any other requirement for the personnel deployed at the Institute.

5. You are requested to provide the Vendor information sheet in the prescribed format as marked in Annexure-I.