

Tender Reference No. SNB/60.4/15-16/05
dated 21.05.2015

TENDER FORM FOR “24 HOURS WATCH & WARD”

Issued to

**S. N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES
BLOCK -JD, SECTOR -III, SALT LAKE, KOLKATA- 700 098**

**TERMS & CONDITIONS
AND
GENERAL CONDITIONS**

“A”

NOTICE INVITING TENDER

The Satyendra Nath Bose National Centre for Basic Sciences (The Centre), Kolkata – 700098 invites, from qualified and experienced Security Agencies (deploying only ex-service personnel), sealed bids for providing “**24 hours Watch & Ward**” services at the Centre.

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 ex-service personnel (having at least 15 yrs of service in Defence and holding a pension book) and having excellent track record while in service.
- (b) The Head Office of the bidder should be based in Kokata.
- (c) The average annual turnover of the bidder shall be above Rs. 4 (Four) crores in last three consecutive years.
- (d) The bidder should belong to the panel and follow the pay structure of Director General of Resettlement (DGR), Ministry of Defence, Government of India. Both current and previous DGR empanelled agencies may apply.
- (e) The bidder should have registration with EPF, ESI, Service Tax, Professional Tax, ISO Certification and also with the Regional Labour Commissioner (Central).
- (f) The bidder should 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.
- (g) At the time of bidding, the bidder should have running contract with atleast 5 (five) Government organisations/PSUs out of which atleast 1 (one) should be in a Scientific Research Institute run by Govt. of India with deployment of atleast 40 nos. ex-service security personnel.
- (h) The bidder should hold private security (Private Security Agency Regulation Act 2005, Rule 2007) Licence/labour licence under the Private Security Regulations Act, 2005.

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 cash deposit to the Accounts Section of the Satyendra Nath Bose National Centre for Basic Sciences, Kolkata.
- A.2.2. The tender document can be purchased on any working day between 11:00 AM -1:00 PM & 2:00 PM – 5:00 PM from the Accounts Section, Satyendra Nath Bose National Centre for Basic Sciences, Kolkata - 700 098, Phone: 2335-5705-08 ext 108 during 21.05.2015 to 10.06.2015. The last date of submission of tender document is 10.06.2015 by 5:00 PM. The tender should be submitted at the reception desk of the Centre.
- A.2.3. All tenders should be accompanied with an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs only), payable in the form of Demand Draft/ Bankers Cheque in favour of Satyendra Nath Bose National Centre for Basic Sciences, Kolkata – 700 098.
- A.2.4. The validity of the tender should be 90 (ninety) days from the last date of submission of the tender.

Registrar

“B”

INSTRUCTION TO BIDDER

B.1. Submission of Bid:-

- B.1.1. One complete set of BID Document is issued to each bidder. BID / offer shall be prepared by typing or printing with indelible black ink in the Rate Columns. The tender in original form only 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 and not to stipulate any terms or conditions. Centre reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the BID document.
- 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 Satyendra Nath Bose National Centre for Basic Sciences”** 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.

PART – I: Technical Bid shall contain the following:

- a. Earnest Money Deposit (EMD)
- b. Acceptance of confirmation to the bid evaluation criteria.
- c. Details of similar works done in the past like copy of Work Order, renewal copy.
- d. Details of present assignments like copy of Work Order.
- e. Registration with Director General of Resettlement, Ministry of Defence, Government of India or any Government Agencies concerned with Security Service etc.
- f. Performance certificates from the past and present employers.
- g. Company profile.
- h. Documents related to Trade License, IT PAN, Professional Tax Registration, Service Tax Registration, Private Security License, certificate of incorporation, partnership deed.
- i. Pension Book/Service Record of the person in whose name Registration Certificate/Empanelled License has been issued by DGR.
- j. Audited financial statement for last 3 years (2013-14, 2012-13, 2011-12).
- k. Additional documents, if any.

** All supporting documents pertaining to A.1 should be submitted along with the Technical Bid. Documents submitted in Technical Bid as mentioned above should be properly flagged/marked.*

PART – II: Price Bid shall contain the Price Bid as per schedule of rates enclosed.

B.1.4. The bidder has the option of sending the BID by registered post, or submitting the BID in person, so as to be delivered on or before the date and time set out for the same. Bids submitted by FAX will not be accepted. The Centre will be not responsible for the loss of BID or delay in postal transit.

B. 2. BIDS:-

B.2.1. Signature on BID(s)

- i. The BID must contain the name, residence and 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 / private limited firm 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. Documentary evidence of authority of the person signing on behalf of the bidder should 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.

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 of BID document purchased by one bidder to another is not permissible. Similarly transfer of 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/ Bankers Cheque of Rs. 2,00,000/- (Rupees Two Lakhs only) issued by a Nationalized Bank in favour of **Satyendra Nath Bose National Centre for Basic Sciences** 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.

EMD submitted by the successful bidder will be adjusted against Security Deposit to be recovered from the monthly bill.

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 the 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 Centre. 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.

B.6. Right of Centre to accept or reject the BIDs:-

The right to accept the BID in full or in part shall rest with the Centre. However, Centre does not bind itself to accept the lowest BID and reserves to itself 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 as 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 Centre 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/- (Rupees 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 should be borne by the bidder.

‘C’

GENERAL TERMS AND CONDITIONS

C.1 Definition:-

24 hours Watch and Ward contract shall mean the work of maintaining security of the Centre's campus and its vicinity since described herein below and will include any item not specifically herein but which may be included within the scope of the work on content of both the parties.

C.2. Description of Work:-

C.2.1. The work would have to be undertaken by the said Security Agency under this agreement shall be as follows:

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

- | | |
|--|---------|
| i. Supervisor - General : | 01 No. |
| (Head of all supervisors, security guards, gunmen) | |
| ii. Supervisor : | 04 Nos. |
| iii. Security Guard : | 36 Nos. |
| iv. Gunmen : | 02 Nos. |

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

C.2.1.2. To put on/off of the switches of the lights, fans etc. and opening/ closing doors and windows etc. of each floor of the building in the premises.

C.2.1.3. To provide necessary supervision of routine and preventive maintenance of the Centre, general surveillance and vigilance, monitoring of and all other activities e.g. pest control services, etc. is required for maintaining of security of the premises with materials and equipments to be supplied by the Security Agency and such security maintenance jobs are to be done also on holidays for which no extra amount will be payable by the Centre to the Security Agency. To be vigilant for prevention of any unwanted incident and unauthorised access to the premises of the Centre. Such incidents, if any should be immediately reported to the Centre.

C.2.1.4. To provide necessary supervisory staff for effective performance of the required job and the entire supervision, administration and control of the security staff and supervisors of the Security Agency including initiation of disciplinary proceedings and allotment of duties shall vest with the Security Agency.

C.3. General Conditions:-

C.3.1. The Security Agency shall take overall responsibility pertaining to security of the entire premises during and beyond the office hours and on holidays / weekdays also and will ensure such security maintenance to the satisfaction of the Centre.

- C.3.2. The Security Agency will ensure proper maintenance of security of the premises and if any defect or loss is detected by the Centre which for the reasons to be believed is manifested due to the negligence of the Security Agency and/or employees engaged by the Security Agency, the said Security Agency should make good the same at its own cost to the Centre. The decision of the Centre will be final and binding upon the Security Agency in this respect.
- C.3.3. In case of armed guards, the Security Agency will provide ESM having licensed weapons. A copy of the license should be made available by the Security Agency to the Centre.
- C.3.4. If any of the men engaged is found not suitable for the purpose by the Centre or the Security Agency, the Security Agency immediately, i.e., within 24 hours should arrange for the replacement of the said personnel and inform the administration accordingly.
- C.3.5. The Security Agency should be solely responsible for the contract and on behalf of his men, issue necessary identity card bearing the signature of the Security Agency to its men at his own cost.
- C.3.6. The Security Agency should also forward photocopy of the posting/appointment letter of each of its men deployed at the Centre and if the Security Agency withdraws and/or deploys any person in the premises of the Centre according to its own exigency of work or on advice of the Centre, photocopy of the posting/appointment letter of such newly deployed men of the Security Agency should also be immediately furnished to the Centre.
- C.3.7. The Security Agency should submit details of the name, father's name, residential address, details of police station, copies of release order/last posting/pension book and contact numbers of the personnel employed by him in the Centre to the concerned authority.
- C.3.8. In case of weekly holiday, alternative arrangement should be made by the Security Agency for supervisors & security guard.
- C.3.9. Weekly holiday is to be provided by the Security Agency as per Shop & Establishment Act.
- C.3.10. The liability of any compensation for injury/death/accident to security personnel or other arising during the period of duty by security staff shall be to the account of the Security Agency.
- C.3.11. Security personnel provided by the Security Agency to the Centre shall be employees of the Security Agency for all purposes as well as for the purpose of this contract.
- C.3.12. The Security Agency shall be liable for any statutory obligations under various labour laws. The Security Agency shall obtain requisite License under Contract Labour (Regulation and Abolition) Act, 1970.

C.4. Related scope of work and obligation of the Security Agency:-

- C.4.1 The Security Agency 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' Compensation Act, 1948, Employees' Provident Fund & Miscellaneous Provisions Act, 1952 or any other legislation as may be applicable in respect of the employees engaged by the Security Agency in the premises of the Centre. If the Centre is ever made liable to pay any amount or fulfil any obligation of any such person employed by the Security Agency in the premises of the Centre, the Security Agency shall indemnify the Centre to the full extent of the liability incurred and obligations fulfilled or payments made and the Centre shall be entitled to recover the said amount from the Security Agency, either from the monthly bills and/or by any other mode.
- C.4.2. The Security Agency should supply all materials and equipments i.e. torches, handheld metal detector, under vehicle search mirror, arms and weapons as may be required by the Centre for smooth and proper maintenance of security work of the said premises.
- C.4.3. The Security Agency shall maintain or cause to maintain Attendance Register, Wage 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 Centre. All such Registers, records and papers shall be made available for inspection at any time by the Centre 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 Centre or its authorised representatives.
- C.4.4. The Security Agency should fulfil all the obligations and liabilities of the employer of such persons as may be employed by it in respect of payment of wages, grant of leave and holidays, payment for leave and holidays, coverage under various legislation as employer of persons employed under 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.
- C.4.5. That the Security Agency shall furnish to the Centre 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.

- C.4.6. The payment of compensation, dues, if any, of the employees appointed by the Security Agency for the purpose of this Agreement will be the responsibility of the Security Agency only and the Centre in no case will be liable to compensate thereof.
- C.4.7. That the Security Agency 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.
- C.4.8. The Security Agency 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 Security Agency shall be liable to make good for any losses or damages caused by such persons either to the property and goods of the Centre or personnel of the Centre.
- C.4.9. The Security Agency shall not employ female security personnel during night time and no person below the age of 18 years shall be employed by the Security Agency on the work of the Centre. Suitable reliever is to be provided by Security Agency to avoid deployment of the same personnel in two consecutive shifts.
- C.4.10. The Security Agency shall pay to the men employed by it in the premises of the Centre, wages not less than fair and minimum wages as obligatory as per the provisions of the laws.
- C.4.11. The Security Agency shall have a person who is trained to handle disaster management.
- C.4.12. The selected Security Agency 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 Security Agency will be final.

C.5. Fees and terms of payment:-

- C.5.1. That towards services performed and obligation fulfilled by the Security Agency in terms of this document, the Centre shall pay such service charges as will be delivered, on monthly basis from time to time against total job performed by the Security Agency. The Security Agency shall submit the bill for payment at the agreed rate at the close of each month and be paid within 15 working days from the date of submission after tallying with the Attendance Register of the Security Agency in respect of the employees deployed by the Security Agency in the premises of the Centre. Thus Security Agency will submit along with the bill the following documents:
- i. Certified Attendance Sheet.
 - ii. Duty Roaster for the succeeding months.

- iii. Employee –wise ESI payment challan & ESI deposit challan.
- iv. Employee-wise Provident Fund payment 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.

C.5.2. Refundable Security Deposit @ 3% of the monthly bill amount will be recovered by the Centre from the bill of each month. The above security deposit shall be refunded without interest after the satisfactory completion of the contract.

C.5.3 The Centre shall not be responsible for any payment in connection with the obligation of the Security Agency in respect of any Agreement entered into by the Security Agency of which the Centre is not a party.

C.5.4 In execution of this contract, regarding upward or downward revision of wage from time to time, the Centre shall follow the schedules and circulars of the Directorate General of Resettlement, Ministry of Defence, Government of India.

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

C.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 a initial period of 12 months unless otherwise terminated or rescinded prematurely, provided that the Centre shall have the liberty to extend the terms of contract for any period of time as may be felt necessary.

The Centre may extend the period of the contract after the expiry of initial contract period under the same terms and conditions. The extension period may be for such a period as the Centre thinks fit.

C.7. Penalty for failure to render the security service:-

In the event of the Security Agency's failure to execute the work entrusted to it under this Agreement satisfactorily the Centre shall make alternative arrangement to do it and the differences of cost incurred by the Centre thereby shall be recovered from the Security Agency's unpaid bills and Security Deposit.

C.8. Suspension/ Cancellation and termination of the Agreement:-

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

- C.8.2. The Centre reserves exclusive right to suspend, cancel, terminate this contract at any time if it has sufficient reason to believe that the Security Agency has failed to perform or observe or fulfil any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the Centre.
- C.8.3. On termination of the contract, the Security Agency must immediately, i.e., within 24 hours withdraw its men and materials from the Centre and the Security Agency shall have no right to claim any demurrage/ compensation from the Centre for the loss of job of its employees or whatsoever inasmuch as it is for the Security Agency to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Security Agency.
- C.8.4. The Security Agency may suspend /cancel/terminate the contract by giving 90 (ninety) days clear notice in writing.

C.9. Arbitration:-

- C.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 Soul Arbitrator to be appointed by the Director of the Centre at the time of dispute.
- C.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.
- C.9.3. It is a term of the contract that the cost of arbitration will be borne by the parties themselves.
- C.9.4. The venue of the arbitration shall be at KOLKATA.
- C.9.5. Subject as aforesaid the provisions of the Arbitrations and Conciliation Act 1996 and any statutory modification or reenactment thereof rules make hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

C.10. Forum Selection Clause:-

The court of Barasat only will have jurisdiction to receive, try and entertain any application and / or processing in relation to this agreement.

‘D’

D.1. SCHEDULE OF RATES FOR RESPECTIVE CADRES FOR DEPLOYMENT

AT THE CENTRE

(in Rs.)

Sl No.	Particulars of Cadres	No. of Personnel required per month	Rate per person per month(as per schedule D.2)	Total
1.	Supervisor-General [Head of all supervisors, guards & gunmen]	01		
2.	Supervisors	04		
3.	Security Guards	36		
4.	Gunman (only for night shift)	02		
	GRAND TOTAL			

Signature of the Bidder with date and seal

D.2. SCHEDULE OF MINIMUM WAGES PER PERSON PER MONTH

(in Rs.)

Sl. No.	Description	Security Guards	Gunman	Supervisor	Supervisor-General	Remarks
A	Basic Including V.D.A.					
B	ESI 4.75%					
C	EPF(12)+EDLI(0.5)+Adm Charges (1.11) =13.61%					
D	Bonus 8.33%					
E	Gratuity/ Terminal Benefits 4.81%					
F	HRA (15% Basic & VDA)					
G	Uniform and washing allowance 10%					
H	TOTAL					
I	Weekly off / National holidays/ other holidays 28.98%					
J	Cost Per Head					
K	Service Charge negotiable on (K)					
L	SUM TOTAL					
M	Service Tax					

Note: This schedule is as per latest notification issued by the Director General of Resettlement, Ministry of Defence, Government of India regarding Minimum Wages effective from 1st April 2015.

Signature of the Bidder with date and seal