

बसु बिज्ञान मन्दिर

BOSE INSTITUTE

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

BIDDING DOCUMENTS

For Tender Notice No.

BI-K/E-TEND/24/2019-20

To be addressed to:

<u>Registrar (Officiating)</u> Bose Institute, Centenary Building, P-1/12, CIT Scheme - VII -M Kolkata - 700054 (INDIA)



INVITATION TO BIDS

Bose Institute, an Autonomous Scientific Research Institute funded by the Department of Science and Technology, Government of India, invites bids online through the Central Public Procurement (CPP) Portal at <u>www.eprocurement.gov.in</u>, in two bid system, from reputed and experienced Private Security Agencies (PSA) only, having their Registered Office/Head Office/Branch 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.

SI. No.	Name of the items	Bid security (EMD)
1.	24 hours Watch & Ward service	INR 5,00,000.00

SI.	Particulars	Date & Time
No.		
1.	Date of uploading of NIT & other documents (Online)	31.01.2020
	(Publishing date)	
2.	Documents download start date (Online)	31.01.2020 at 15:00 hrs.
3.	Clarification Start date	31.01.2020 at 15.30 hrs.
	Queries to be sent to the mail id <u>bipurchase@jcbose.ac.in</u>)	
4.	Clarification End date	05.02.2020 at 14:00 hrs.
5.	Pre-bid Conference	07.02.2020 at 15:00 hrs.
6.	Amendment (if any) (On line)	13.02.2020 at 17:00 hrs.
7.	Bid submission start date (On line)	14.02.2020 at 17:00 hrs.
8.	Documents download end date (Online)	24.02.2020 upto 17:00 hrs.
9.	Bid Submission closing (On line)	24.02.2020 upto 17:00 hrs.
10.	Last Date of submission of Earnest Money Deposit	25.02.2020 upto 17:00 hrs.
	Including the technical brochure, if any (Off line)	
11.	Bid opening date for Technical Proposals (Online)	26.02.2020 at 13:00 hrs.
12.	Date of uploading list for Technically Qualified Bidder	To be notified later
	(online)	
13.	Date for opening of Financial Proposal (Online)	To be notified later



TERMS & CONDITIONS AND GENERAL CONDITIONS



SECTION – A

Instruction to Bidders

General guidance for e-Tendering: Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the vendors to participate in e-Tendering.

- 1. Registration of Vendors : Any vendor willing to take part in the process of e-Tendering will have to enroll and get registered in the Central Public Procurement (CPP) Portal, NIC, GOI through logging on tohttp://eprocure.gov.in/eprocure/app and the vendor is to click on the link for e-Tendering site as given on the above.
- 2. Digital Signature certificate (DSC): Each vendor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders as applicable from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USBe-Token.
- **3.** The vendor can search & download N.I.T. & Tender Document(s) electronically from computer once they log on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **4. Submission of Tenders:** Tenders are to be submitted through online mode as stated in Clause A.1. in two folders at a time for each bid, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC).



The documents that are uploaded should be virus scanned and copy should be Digitally Signed. The documents will get encrypted (transformed into non readable formats).

- **5. Technical Proposal:** The Technical proposal should contain scanned copies of the following in two covers(folders).
 - a) Statutory Cover containing the following documents:
 - i. NIT (Download the NIT & Upload the same using digital signature).
 - ii. Acceptance to the bid evaluation criteria.
 - iii. Details of providing similar natured service done in the past with proof certificates.
 - iv. Details of present assignments with proof certificates.
 - v. Performance certificate from the past and present Principal employers.
 - vi. Company Profile.
 - vii. Audited finical statement for the last 03 financial years (2016-17, 2017-18 and 2018-19).
 - viii. Bank solvency certificate of Rs 75 lakhs issued by scheduled bank not more than 03 months older.
 - ix. Credentials
 - **x.** Additional documents if any.



- **xi.** An Affidavit stating that the Company/Firm/Agency is not/has not been black listed ever by Central/any State Government/PSU (Attach attested copy).
- b) Non-statutory Cover containing the following documents:
- i) The bidder has to upload Documents related to Trade license, Regional Labour Commissioner (central), PAN, Professional Tax Registration, GST registration, E.S.I and E.P.F. Registration etc. The certificate must be valid on the date of submission of tender and should be upto date.

Note: Failure to submit any of the above mentioned documents (listed under 5(a) & (b) may render the bid liable to be summarily rejected for both statutory and non-statutory cover. However the Institute reserves the right to ask for any shortfall documents with regard to 5(a) & (b) as per rule.

6. Financial Proposal:

- a. The financial bid should contain the Bill of Quantities (BOQ) corresponding to this tender which is available on the tender webpage (C.P.P. portal) as an MS-Excel file.
- b. This file must be downloaded and opened with MS-Excel. The rate being quoted by the bidder must be entered in the space marked for this purpose in the file. Quoted rate will be encrypted under BOQ. In case quoting any rate in Tender Form, the tender is liable to be summarily rejected.
- c. All fields in the BOQ file other than those allocated for the name of the bidder and the rate(s) being quoted are non-editable.

d. The BOQ file must be saved after this and should be uploaded using digital signature.



In the BOQ the bidder should quote the service charge percentage in numerical value (round figure). During financial evaluation the quoted numerical value will be treated as percentage service charge value. If any query regarding the BOQ, the bidder may contact 033 2569 3208 / 3305. The bidder must note that once the BOQ is opened for evaluation, it will not be possible to resolve the discrepancies in the BOQ, if any.

7. Earnest Money Deposit:

- a) Demand Draft / Bankers Cheque / Bank Guarantee towards Earnest Money (EMD) of Rs.5,00,000/- (Rupees:- Five lakhs) only as prescribed in the N.I.T. should in favour of "Bose Institute" payable at Kolkata.
- b) Demand Draft / Bankers Cheque / Bank Guarantee towards Earnest Money (EMD) as prescribed in the N.I.T. in favour of "Bose Institute" payable at Kolkata (original hard copy) along with a covering letter stating the bank details for releasing the said EMD online by the Institute, as per norms and should be submitted to the Purchase Section (Import) of the Centenary Building, P-1/12, CIT Scheme VII-M, Kolkata700054.

THE ABOVE STATED STATUTORY / NON-STATUTORY DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab

"Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.



- 1. **Tender Evaluation Committee (TEC)**: Evaluation Committee constituted as per Order of the competent authority of Bose Institute, Kolkata.
- 2. **Opening & evaluation of tender**: If any vendor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished and uploaded in the portal as PDF file.
- 3. **Opening of Technical Proposal**: Technical proposals will be opened either by the Registrar (Officiating) OR his Authorized representatives, electronically from the website using their Digital Signature Certificates (DSC).
- 4. Intending tenderers may remain present if they so desire.
- 5. Cover (folder) for Statutory Documents (Ref. Sl. No. A.5. (a).) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5.(b).) will be opened. If there is any deficiency in the Statutory Documents the bid will summarily be rejected. However the Institute reserves the right to ask for any shortfall documents as per rule.
- 6. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
- 7. Pursuant to scrutiny & decision of the Tender Evaluation Committee, the summary list of eligible tenderers will be uploaded in the web portals.



8. During evaluation, the committee may summon of the tenderers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

9. Financial Proposal:

- a). The vendor is to quote the rate online in the space marked for quoting rate in the BOQ. For optional items as mentioned in the specifications, price may be quoted separately in the additional sheet as enclosed in the Financial Cover.
- b). Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the vendor.

10. Penalty for suppression / distortion off acts:

If any tenderer fails to produce the original hard copies of the documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

11. **Rejection of Bid:**

Director, Bose Institute reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Institute's action.



12. Award of Contract:

The Bidder whose Bid has been accepted finally (both technical and financial), will be informed by the Institute authority for award of contract. **The notification of award will constitute the formation of the Contract.**

A.2.Pre-Qualification criteria of the Bidder

(a) The bidder, in the stature of a private limited company or partnership firm or proprietorship firm, LLP etc., must be able to deploy security personnel having excellent track record while in present service or past service.

(b) The average annual turnover of the bidder shall be above of Rs.2.5 crores in last three consecutive years (2016-17, 2017-18 and 2018-19). Copy of Annual Accounts for last three years duly certified by Auditors to be enclosed with the bid.

(c) The bidder will be required to follow the rate of daily wages as notified by Ministry of labour, Government of India, as notified by Government from time to time.

(d) Registered Office/Head Office/Branch Office of the bidder should be in Kolkata.

(e) The bidder must have registration with EPF, ESI, GST, Professional Tax and also with the Regional Labour Commissioner (Central), which will be sufficient for the bidder to carry out the security services at Kolkata.



(f) The bidder must have minimum <u>05 years</u> experience in providing security services in Govt. organizations/ PSUs/ Autonomous Institutes/ Public Sector Banks/ Local Bodies/ Reputed Private R&D Institutes.

(g) At the time of bidding, the Agency should have at least 150 Security Personnel on their pay roll. Necessary proof like ECR etc. may be provided with the technical bid in this regard.

(h) The Security agency should have the experience in extending similar services in Govt. organizations/ PSUs/ Autonomous Institutes/ Public Sector Banks/ Local Bodies/ Reputed Private R&D Institutes as follows:

(i) Three similar completed works value not less than Rs.1.00 crore.

Or

(ii) Two similar completed works value not less than Rs. 1.50 crores

Or

(iii) One similar completed work value not less than Rs. 2.00 crores.

(i) The bidder must have valid licence to carry out the Security services work and the same should be submitted along with the Bidding document.

(j) The Agency should obtain and produce licence under the "The contract Labour (Regulation And Abolition Act 1970) from the labour department.

(k) The Agency should have financial solvency of Rs. 75.00 (Seventy five) lakhs and a solvency certificate from the schedule bank is required to be provided. Solvency certificate



should be latest and should not be issued before 3 (three) month from the date of submission of tender.

(1) Any incomplete bid document submitted will be liable to be rejected. However Institute Authority reserves the right to seek clarification/ shortfall document from the bidders if required.

(m) The agency must submit an affidavit duly notarized to the effect that they have never been blacklisted by any Government department/ PSU/ Autonomous Bodies.

- A.3. Details of the Bid Documents
- A.3.1 Cost of bid document is Rs. 1,120/- (Rupees One thousand one hundred twenty only) including GST 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.3.2 Interested bidders are requested to submit their bid online in the link given in the CPP portal.
- A.3.3 All tenders should be accompanied with an <u>Earnest Money Deposit (EMD)</u> (refundable) of Rs. 5,00,000/- (Rupees Five Lakhs only), in the form of Demand Draft or bank Guarantee (to remain valid for the period covering the bid validity period of ninety days plus forty five days) of any Nationalized/ Commercial bank in favour of <u>Bose Institute</u> payable at Kolkata.



- A.3.4 The validity of the tender will be 90 (Ninety) days from the last date of opening of technical bid.
- A.3.5 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.3.6 All the disputes arising between the vendor and the Institute will be settled under Kolkata Jurisdiction.

Registrar (Officiating)

CHECK LIST

Tender Notice No.

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Name of the Bidder

1.	Whether tender is submitted in two bid form i.e. Technical bid and Price bid.		
		YES	NO
2.	Whether all pages of the tender document duly sealed and signed are submitted.		
		YES	NO
3.	Whether Rs. 1,120/- including GST (non refundable) cost of bid document is		
	submitted by way of DD / Bank Guarantee, favouring Bose Institute, payable at Kolkata.	YES	NO
4.	Whether Technical and Price bids are separately sealed and marked accordingly.		
		YES	NO
5.	Whether Bid Security of Rs. 5,00,000/- (Refundable) is enclosed with the		
	technical bid.	YES	NO
6.	Whether Bid Form in the official letter head is submitted.		
		YES	NO
7.	Whether Bid Security Form has been submitted.		
		YES	NO
8.	Whether Price Bid Form has been submitted.		
		YES	NO
9	Whether Technical Bid Form as per B-I (Part-I) has been submitted along with		
	EMD and Cost of Bid Document.	YES	NO
10			
10.	Whether Performance certificates from the past and present Principal employers has been submitted.		
	has been submitted.	YES	NO
11.	Whether Service Support details form has been submitted.		
		YES	NO
12.	Whether the qualification requirement for submission of the tender has been		
	examined, fulfilling and agrees with the terms and conditions.	YES	NO

* Pl put tick (\checkmark) mark whichever is applicable

Date :

Signature of the bidder with seal

(Name and Designation of the Signatory in Capital Letters)

BID FORM

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

To The Director Bose Institute P-1/12, CIT Scheme-VIIM Kankurgachhi (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 good self 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:

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 Kankurgachhi (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.

Tentative requirement of Security Personnel

SI. NO.	PARTICULARS	NUMBER OF PERSONNEL
1.	Supervisor	4 (Four)
2.	Gunman	8 (Eight)
3.	Security Guard	65(Sixty Five)
	Grand Total	77 (Seventy seven)

*The number of required Security personnel may be increased / decreased by the Institute as per requirement.

Note

- The Contractor shall provide trained personnel and use its best endeavor to provide security services to the Institute for providing safety, monitoring and surveillance. The Institute will only reimburse minimum wages, reliever charges and ESI & EPF if applicable and all other statutory obligations shall be the sole responsibility of the contractor and Institute will not be held liable for the same in any circumstances. The rate quoted will be for per shift of 8 (Eight) hours per person. If the minimum wages are revised by Government of India, the incremental wages, if applicable, will be considered on written request received from the agency.
- 2. Breakup of the rates quoted from respective categories of Security personnel is to be uploaded along with the price bid as an additional folder in the financial cover.
- The offers/bids which are not in compliance with the contract Central Government Minimum Wages Act will be treated as invalid.
- 4. The contract will initially be awarded for one year which may be renewed for further period of two years on yearly basis subject to satisfactory performance and on the same terms and conditions.
- 5. The bidders may quote the rates in Indian Rupees only.
- 6. All the columns should be clearly filled in as per desired format .
- 7. The rate and amount of GST applicable should be clearly mentioned in the bid. Any vague term that GST as applicable / or as per Rules will not be entertained.
- 8. The bid shall remain valid for 90 days from the date of its opening.
- 9. The Bidders have to maintain attendance register and register with wages to ensure timely and accurate payment to the workers that may be engaged for this work. However, any increase in VDA declared by the Govt. will be considered on written request of the Contractor. No service Charge on increased amount of VDA will be considered for making payment by the Institute. Accordingly, the Service charge as quoted by the contractor shall remain fixed throughout the contract period.

(Signature of the Bidder with official seal)

INSTRUCTION TO BIDDER

- B.1. Submission of Bid:-
- B.1.1. The bidder has to submit the bid online through CPP Portal.
- 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. The Price bid of only technically responsive bidders will be opened.

<u>Part- I</u>

TECHNICAL BID FORM

Tender Notice No. BI/T/00 (Security)/ 2020-2021 dated 00.00.2019

Name and Address of Bidder :

a)	Details of Demand Draft for Rs. 1,120/- (Rupees One thousand one hundred twenty only)
	including GST in favour of Bose Institute payable at Kolkata towards cost of bid document.
b)	Details of DD for Rs. 5.00 Lakhs (Rupees Five Lakhs) only towards Earnest Money Deposit
	(EMD) (Refundable).
c)	Acceptance of confirmation to the bid evaluation criteria.
d)	Details of past assignments with copy of Work Order and satisfactory completion certificate.
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, PAN, Professional Tax, Registration etc.
k)	Audited financial statement for last 3 years (2016-2017 and 2017-2018 and 2018-19).
1)	Additional documents, if any.
m)	Certificate of registration with P.F./E.S.I, Other Statutory Registration Certificates with
	updated challan of payment,
n)	TAN Reference, GST Registration certificate.
0)	Copies of last 03 financial years Income Tax return filed with the Income Tax authorities.
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•All supporting documents pertaining to Part 1 should be submitted along with Technical Bid.

Signature of the Bidder with date and seal

(Name and Designation of the Signatory in Capital Letters)

PART – II: Price Bid, shall contain the Price Bid in the financial cover along with price breakup as an attachment.

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 uploaded duly signed and sealed by the bidder/digitally signed 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, LLP, 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.

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

The bidders will not be allowed to modify / withdraw their bids during the period of validity, otherwise his EMD shall be forfeited.

B.4. Earnest Money Deposit (EMD)

Each BID must accompany EMD in the form of Demand Draft of Rs. 5,00,000/-(Rupees Five Lakh only) issued by a Nationalized Bank/commercial bank in favour of Bose Institute payable at Kolkata shall be submitted with the Part I-Technical Bid. BID submitted without EMD (if otherwise exempted from submission of EMD as per GOI Rule), 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 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 <u>bidder's EMD shall be forfeited</u> and BID will be cancelled.

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 organization(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 a Contract Agreement on a nonjudicial stamp paper of Rs.100/- (One Hundred only) within fifteen (15) days of the issue of the Work Order by the Institute. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the Institute may forfeit the EMD and the acceptance of BID shall be considered as cancelled. The stamp paper shall be arranged by the selected bidder and cost to be borne by the selected bidder.

B.9. Performance Security

The successful bidder with whom the Institute will enter into agreement for supply of security personnel shall submit Security deposit equivalent to 10 % of the total annual contract value, in the form of Demand Draft or Bank Guarantee issued by any Public Sector Banks in favor of Bose Institute which shall be valid upto 60 days beyond the expiry date of the contract including extended period and the agency is required to get the same renewed for the extended period of contract. Performance Bank guarantee will be refunded only after successful completion of the contract in all respect.

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.
- 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:	65 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 surveillance and vigil, monitoring of and all other such activities as is required for providing complete security of the premises. Such 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 prevention of any unwanted incident and unauthorized 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. The loss or damage incurred to the Institute due to security failure will be recovered from the contractor.

- 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.
- D.3.3. The Contractor shall take overall responsibility pertaining to security of the entire premises <u>beyond the office hours also</u> and will ensure such security maintenance to the satisfaction of the Institute Authority.
- D.3.4 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.

D.3.5

D.3.5.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.

- D.3.5.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.3.6 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 Institute accordingly.
- D.3.7 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.3.8 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.3.9 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.
- D.3.10 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.3.11 Managing parking of vehicles inside Campuses.
- D.3.12 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.3.13 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.3.14 The contractor will also under take to impart necessary training for handling of fire fighting equipments, first Aid Appliances etc. to all its personnel deployed in different premises of the Institute.
- D.3.15 The Contractor must not deploy any personnel beyond 50 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.
 - D.3.16 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.3.17 The Contractor should be able to deploy lady security during working hours of the Institute.
- D.3.18 The Roster of the security personnel to be deployed in each campuses of the Institute needs to be submitted to the Institute one month in advance. Non adherence of the same will be strictly dealt with.
- D.3.19 For Any campaign or advertisement for any items, prior permission from the Registrar / Concerned member is to be obtained.

- D.3.20 In case of weekly holiday, alternative arrangement should be made by the Contractor for Supervisors, Security guards and Gunmen.
- D.3.21 Weekly off is to be provided to the deployed personnel by the Contractor as per rule.
- D.3.22 The liability of compensation for injury/death/accident to security personnel or others arising during the period of duty by security staff shall be on the part of Contractor.
- D.3.23 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.
- D.3.24 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.3.25 The character and antecedents of the security staff deployed should be verified from the local police from which the expenditure, if any, will be borne by the contractor. The verification report should be submitted to the Institute within 01 month from the date of award of the contract.
- D.3.26 The agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any other immoral act.
- D.3.27 The Security Personnel will have to take the responsibilities regarding the operation of keys while opening and closing of the different Laboratories and Departments of the Institute.
- 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, material in and out 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 authorized representatives.
 - D.4.4 The Contractor should fulfill 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.
 - D.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 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 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.4.9 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.
- D.4.10 The Contractor shall have a person who is trained to handle disaster management.
- D.4.11 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 monthly Pre- receipted bills (affixing the revenue stamp)the bill for payment at the agreed rate at the closing date of each month and be paid within 10 working days from the date of submission if found in order 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. EPF and ESI payment challan with relevant document.
- iv. Wage disbursement sheet.
- v. Proof of Tax deposited.
- vi. Proof of payment of wages directly to the bank A/C of respective security staff.
- vii. Payment to the contractor will be released only after disbursement of wages to the security staff deployed at the Institute. The contractor will have to submit bank statement as a proof of payment of wages and other statutory dues like EPF/ESI etc.
- 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 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.
- D.5.4 All payments will be subject to deduction of all kinds of applicable taxes asper rules.
- D.5 Period of Contract
 - The contract shall be deemed to have come into force from the date following the date of assumption of work as mentioned in work order by the Institute and shall remain in force for an initial period of 12 months.
 - ii) Subletting The contract shall not be transferred to any other Agency.

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 hereinbefore 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.
- 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 fulfill any of the terms and conditions hereinbefore 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.
- 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.

Registrar (Officiating)



Item Rate BoQ

Tender Inviting Authority: Registrar (Officiating)

Name of Work: For providing "24 hours Watch & Ward service" [Please ignore Item Code, Quantity, Units] quote the service charge in appropriate column in numerical value do not put any (%) value. Quoted numerical value will be treated as % service charge during evaluation

Contract No: BI-K/E-TEND/24/ 2019-20

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Item Rate BoQ

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