

Serial No.....

**TENDER FORM
FOR
"24 HOURS WATCH & WARD"
SERVICES**

**S. N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES
BLOCK JD, SECTOR III, SALT LAKE, KOLKATA 700098**

**TERMS & CONDITIONS
AND
GENERAL CONDITIONS**

“A”

NOTICE INVITING TENDER

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

A.1. Qualification of the Bidder

- (a) The bidder, in the stature of a private limited company, must be able to deploy ex-service personnel and/or civilian personnel having excellent track record while in Service.
- (b) The annual turnover of the bidder shall not be less than Rs. 50 lakh per annum during the last three years.
- (c) The bidder should follow the pay structure as per Government stipulations.
- (d) The bidder should have registration with EPF, ESI, Service Tax, Professional Tax etc. and also with the Regional Labour Commissioner (Central).
- (e) The bidder should have 3 years’ experience in providing security services. Experience in providing services in Scientific Research organizations, govt. organizations/ PSUs/ reputed private concerns will be given preference.
- (f) The bidder should be thorough about the clauses of the Private Security Agencies (Regulation) Bill, 2005 and can conform to the conditions made therein.

A.2. Details of the Bid Documents

A.2.1 Cost of bid document is Rs. 500/- (Rupees Five Hundred only) which is non-refundable. Payment is to be made in 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 20-27 July 2009.

A.2.3 All tenders should be accompanied with an Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only), payable in the form of Demand Draft/ Bankers Cheque in favour of S. N. Bose National Centre for Basic Sciences, Kolkata – 700 098.

A.2.4 The validity of the tender will be 60 (sixty) days.

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 deviation or condition. 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 superscripted 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 with one single sealed envelope with the words **“Quotation for 24 Hours Watch and Ward over S. N. Bose National Centre for Basic Sciences”**. 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.
- d. Details of present assignments.
- e. Performance certificates from the past and present employers.
- f. Company profile.
- g. Documents related to IT PAN, Professional Tax Registration, Service Tax Registration, EPF and ESI etc.
- h. Audited financial statement for last 3 years (2006-2007, 2007-2008 and 2008-2009).
- i. Additional documents, if any.

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

B.4. Earnest Money Deposit (EMD)

Each BID must accompany EMD in the form of Demand Draft/ Bankers Cheque of Rs. 50,000/- (Rupees fifty thousand only) issued by a Nationalized Bank in favour of **S. N. 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.

B.5. Validity of BID

Bid submitted by bidder shall remain valid for acceptance for a period of 60 (sixty) days from the date of opening of the BID. Bidders shall not be entitled during the said sixty 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.

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 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. Signing of the Contract

The successful bidder shall be required to execute the Draft **Contract Agreement** on a non-judicial stamp paper of Rs. 10/- (Rs. Ten 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.

‘C’

GENERAL TERMS AND CONDITIONS

C.1 Definition

Security contract shall mean the work of maintaining security of the Centre’s campus and premises outside it in the 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 contractor under this agreement shall be as follows:

C.2.2 Supply total number security personnel for ensuring security of the premises round the clock in 8 hours shift, 3 shifts a day as mentioned herein under:

- | | |
|--|---------|
| i. Supervisor- General (Ex-Serviceman):
(Head of all supervisors, guards, gunmen) | 01 No. |
| ii. Supervisor (Ex-Serviceman): | 06 Nos. |
| iii. Security Guard (Civilian): | 33 Nos. |
| iv. Gunmen (Ex-Serviceman): | 02 Nos. |

C.2.3 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.2.4 Necessary routine and preventive maintenance e.g. pest control services, etc. required for maintaining of security of the premises with materials and equipments to be supplied by the contractor 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 Contractor.

C.2.5 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 Contractor including initiation of disciplinary proceedings and allotment of duties shall vest with the Contractor.

C.3. General Conditions

C.3.1 The Contractor shall take overall responsibility pertaining to security of the entire premises beyond the office hours also and will ensure such security maintenance to the satisfaction of the Centre.

C.3.2 The Contractor 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 manifestly due to the negligence of the Contractor and/or employees engaged by the Contractor, the said Contractor should make good the same at its own cost to the Centre. The decision of the Centre will be final and binding upon the Contractor in this respect.

- C.3.3 If any of the men 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.
- C.3.4 The Contractor should be solely responsible for the contract and on behalf of his men, issue necessary identity card bearing the signature of the Contractor to its men at his own cost.
- C.3.5 The Contractor should also forward photocopy of the appointment letter of each of its men deployed at the Centre and if the Contractor withdraws and/or deploys any person in the premises of the Centre according to its own exigency of work or administration, photocopy of the appointment letter of such newly deployed men of the Contractor should also be immediately furnished to the Centre.
- C.3.6 The Contractor should submit details of the name, father's name, residential address and contact numbers of the personnel employed by him in the Centre to the concerned authority.

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

- C.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 or any other legislation as may be applicable in respect of the employees engaged by the Contractor 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 Contractor in the premises of the Centre, the Contractor 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 Contractor, from the monthly bills and/or by any other mode.
- C.4.2 The Contractor should supply all materials and equipments i.e. torches, walkie-talkies, 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. The charges, if any, for these items may be specifically mentioned in the price schedule.
- C.4.3 The Contractor shall maintain or cause to maintain Attendance Register, Payment 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. No stationary items will be issued by the Centre to the Contractor, who has to make provision for all such requirements.

- C.4.4 The Contractor 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 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 Centre in no case will be liable to compensate thereof.
- C.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.
- C.4.7 The Contractor shall be responsible for the discipline and good conduct and behaviour of all the persons engaged by it and/or working on its account and the Contractor shall be liable to make or good any losses or damages caused by such persons either to the property and goods of the Centre or personnel of the Centre.
- C.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 Centre.
- C.4.9 The Contractor 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, both State and Central.

C.5 Fees and terms of payment

- C.5.1 That towards services performed and obligation fulfilled by the Contractor 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 Contractor. The Contractor shall submit the bill for payment at the agreed rate at the close of each month and be paid within 7 working days from the date of submission after tallying with the Attendance Register of the Contractor in respect of the employees deployed by the Contractor in the premises of the Centre. Thus Contractor will submit along with the bill the following documents:
- i. Certified Attendance Sheet.
 - ii. Duty Roaster for the succeeding months.
 - iii. ESI payment
 - iv. Provident Fund payment

vi. Payment of wage sheet to employees for the preceding month.

C.5.2 Security Deposit @ 3% of the monthly bill amount will be recovered by the Centre from the bill of each month.

C.5.3 The Centre 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 Centre is not a party.

C.5.4 The rates will remain firm throughout the contract period.

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.

C.7 Penalty for failure to render the security service

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

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

C.8.3 On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours withdraw its men and materials from the Centre and the Contractor 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 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.

C.8.4 The Contractor may suspend/ cancel/ terminate the agreement 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 beach 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.

