Indian Institute of Engineering, Science and Technology, Shibpur Howrah - 711 103

(Tender Form is Non Transferable) INVITATION FOR TENDER / QUOTATION (TWO BIDS)

Advt. No. MA/D(AA)/17/23 Dated: 14/03/2017

Tender Advertisement No.: e-Proc/DEAN_ADMIN_14032017/ SECURITY_IIEST/06 Tender Publish Date: 14/03/2017

Last date for submission of Bid : 7th April, 2017 Time: 16:00 hrs. Pre-bid meeting will be held on : 17th March, 2017 Time: 16:00 hrs. Bid Submission starting date : 21st March, 2017 Time: 10:00 hrs

To, Dear Sirs,

1. Quotation in Indian Rupees in two parts (Techno-Commercial and Price Bids) is invited for the under mentioned services by the Director IIEST, Shibpur, at per the general terms & conditions enclosed at Annexure - I

Sl	Description & Nature of	No. of personnel	Educational Qualification	Experience	Age in years as
No.	Supplies / Services	Required	Essential/Desirable	in years	on 31-03-2017
01	Hiring of Security Officer	01 No.	See Annexure -III		
02	Hiring of Security Supervisors	04 No.	H.S. / Graduation	05	28 - 50
03	Hiring of Gentlemen Guards	72 No.	Madhyamik / H.S.	04	25 - 45
04	Hiring of Lady Security	09No.	Madhyamik / H.S.	02	22 - 45
	Guards				

- 2. Warranty: N/A
- 3. The quotation mentioning the **Central and State Sales Tax Registration Numbers**, the rates, total cost and the taxes /duties applicable for the above items should be uploaded in e-procurement portal.
- 4. Firms are requested to quote their best service charge as only the lowest technically acceptable offer will be considered.
- 5. The Quotation should be valid for a minimum period of 90 days from the date of Tender Opening
- 6. The Commercial Terms Statement should be duly filled and enclosed with Techno-Commercial bid (Non receipt / Incomplete Details will lead to rejection of Tender)

Note: You are requested to attach all Annexure duly signed as having agreed on the General Terms & Conditions and upload the Annexure along with the Techno-Commercial Bid. No Quote may also be intimated as Regret.

Price bid: price bid (Annexure 1A) should be given in BOQ.

Enclosures: Annexure-I (General Terms and Conditions & Techno-Commercial BIDS), , IB (Format to be filled by the Security Agency), IC (Eligibility criteria for Security Agency), ID (Declaration), II (Scope of Work and Technical Requirements), III (Terms and Conditions to be Observed by the successful Bidder), IV (Proposed deployment of security personnel per day in three shifts)

Yours Faithfully,

Prof. Prabir Kumar Paul
Dean Administrative Affairs
FOR Director IIEST, Shibpur
Date:

General Terms and Conditions for Two Bids

- 1. Quotation must be submitted through e-procurement portal. The tender application fee is Rs. 2,500/- and the EMD for the tender is Rs.5,00,000/- . Both should be submitted in the form of D.D. drawn in favour of "The Registrar, IIEST, Shibpur" payable at Kolkata. The EMD and tender application fee both have to be sent to Dean Administrative Affairs, IIEST, Shibpur, West Bengal, 711103 within two days of opening of the tender. The scanned copy of both D.D has to be uploaded in the site. The last date and time of submission of Technical Bid and price bid is 16:00 hrs. on 7th April. The Pre-bid meeting will be held on 17th March, 2017 at 16:00 hrs at the office of the undersigned in presence of the intending tenderers.
- 2. Quotations without the documents specified in the Other Important Document (OID) will be disqualified.
- 3. In case of short supply of manpower, liquidated damages at the rate of **0.5 percent** per week or part thereof of the delay subject to maximum **5 percent** will be levied.
- 4. Validity: **90 days** from the date of opening.
- 5. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.
- 7. The IIEST authority reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.
- 8. The IIEST authority reserves the rights to place order for full quantity/services or part thereof as considered necessary.
- 9. You may give any of your commercial term, if required in your techno-commercial offer only, and price quotation (BOQ) should contain only price.
- 10. **SECURITY**: Any information/material/document supplied in connection with this enquiry/likely order is classified. You are required not to disclose/copy to jeopardize security.
- 11. Only techno-commercial bid will be opened on the date and time of opening.

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TECHNO-COMMERCIAL BIDS*

TECHNICAL

1. Confirmation of acceptance of all terms & conditions and scope of work as annexed as Annexure II & III

COMMERCIAL

- 1. The normal payments terms are 100% Payment to be made on Monthly basis after completion of Satisfactory Service and submission of necessary documents.
- 2. Contract Period is for **one year** i.e. from 01/05/2017 to 30/04/2018, subject to a renewal of another two years if performance is satisfactory with a period of one year each time.
- 3. In case of unsatisfactory services penalty would be imposed by the IIEST, Shibpur authority or the IIEST, Shibpur authority shall also have, the right to terminate the contract without assigning any reason by giving 3 (Three) month's notice in writing during the contract period.
- 4. Service to be provided at IIEST, Shibpur Campus or at any Office/Campus of IIEST, Shibpur.
- 5. Please note clearly that quotation will be only accepted through e-procurement portal.
- 6. The agency will have to enter into a written agreement with IIEST, Shibpur in respect of the above contract with details of Scope of work and Terms & Conditions
- 7. EMD amount will be converted to security deposit for successful bidder.

PRICE BIDS (BOQ)*

- 1. No unilateral revision in price will be admissible. Prices will be subject to Central Govt. guidelines for Guards, Lady Guards, and Supervisors(will be provided with the minimum wages of Arms guard in case of Supervisor payment not mentioned in the Central govt. order)amended and notified from time to time.
- 2. Rates should only be quoted in the accounting units (A/U) mentioned in this enquiry. Rates must be quoted clearly as per **Annexure IA in the BOQ**.
- 3. The Subheads to be included in the total cost, the same should be specified as per Annexure IA
- 4. Vendor who does not accept IIEST, Shibpur standard commercial terms are liable to be ignored.

Prof. Prabir Kumar Paul

Dean Administrative Affairs FOR Director IIEST, Shibpur

PRICE-BID FORMAT(Guidelines for BOQ)

(Strictly follow the Central Govt. Minimum Wages for "Employment of Watch and Ward" w.e.f. 01.10.2016)

To The Dean Administrative Affairs IIEST, Shibpur

Dear Sir,

MINIMUM WAGES vide GOI Order No. 1/43(7)/2016-LS-II dated 30/09/2016

Sl. No.	Description	Security Guard	Security Supervisor	Security Officer	
		(Lady & Gentleman)	_		
		Amt (Rs.)	Amt (Rs.)	Amt (Rs.)	
1	Monthly Wages (Basic Wages + VDA) x 26 days		10764.00	11856.00	Consolidated Rs. 39000/-
2	EPF (EPF 12%+Admin Charges 0.86%+EDLI 0.50%=13.36%)	13.36%	1438.07	1583.96	
3	ESI	4.75%	511.29	563.16	
4	Bonus 8.33% of Rs 7000.00 minimum or MW, which one is higher (Bonus eligible for MW is up to 21000.00 only)	8.33%	896.64	987.60	
5	Workmen Compensation (for 3 National Holidays)	0.96%	103.33	113.82	
6	Sub Total		13713.33	15104.55	
7	Weekly off wages (53 x 100/312)	16.99%	2329.89	2566.26	
8	Total		16043.22	17670.81	39000.00
9	Service Charge on Total (including Uniform and other maintenance charges)	in % to be mentioned by the Agency () %			
10	Grand Total				

EPF, ESI, Bonus, (to be paid monthly) Workmen Compensation etc are as per Central Govt. norms and will be paid as on date

Service Charges to be calculated on Total only and % (to be mentioned) claimed to be uniform for all three security categories. Service charge for Security Officer will be on Consolidated pay/Total.

Being an educational institution is exempt from payment of any Service Tax in accordance with Govt. of India, Min. of Fin. Dept. of Revenue, CBDT Circular No. 172/7/2013-ST dated 19th Sept'2013.

FORM TO BE FILLED BY THE SECURITY AGENCIES

- 1. Name of the bidder:
- 2. Status of the bidder: (attach documents, if registered company/partnership/proprietyship)
- 3. Details of key/top official/authorized official: (attach details):
- 4. Details of tie-ups for services/manpower, if any: (attach details, agreements)
- 5. ESIC/EPF/IT and ST returns or clearance Current/previous year: (attach copies of registration)
- 6. Financial status of Agency and/or his associates including Annual Report & Audited Balance Sheet/Statement of Account of past 3 years:
- 7. List & address of client institutions where similar security services were provided in the present/past(also attach certificate):
- 8. Name of Agency's three largest clients, where at present similar Services are being provided. Mention average amount of monthly bills &EPF/returns for such clients:
- 9. Name and address of Agency's banker attach a Solvency Certificate From the bank for a minimum amount of Rs.5 0.00 Lakhs:
- 10. Income Tax Permanent Account Number (attach copy):
- 11. Details of EMD- Bank Draft No.& date:
- 12. Details of Tender Application fee Draft No.& date:

Certified that all above information are correct to the best of my/our information, knowledge and belief.

Signature/seal of Authorised representative with Date

ANNEXURE-IC

ELIGIBILITY CRITERIA FOR SECURITY AGENCY

- 1. The Agency must be registered with Central/State Government and be in the business for providing security personnel for security services, as its primary activity, for at least5 years.
- 2. The Agency must possess licence to operate security agency in Shibpur, Howrah area in accordance with the provisions of the private security agencies regulation act 2005 read with The private Security Agencies central model rule, 2006.
- 3. The Agency should have minimum annual turnover of Rs.30(thirty) Crores for the last three consecutive years and must have executed or running single contract of value more than Rs. 1,00,00,000/- (Rupees one Crore) per annum with a reputed company, preferably with Government/PSU's/MHRD Institutions/R&D Establishments.
- 4. The Agency must have more than 1000 men and women on roll having proper training from recognized Training Centre.
- 5. The Agency should be able to deploy physically fit and smart guards in the average age group as indicated in the invitation of tender.
- 6. The Agency should have Zonal or Regional Head Quarters in Howrah/Kolkata for the last three years.
- 7. The Agency must have capability of providing 3 Bicycles, 08 wireless communication equipments (Walkie-talkie), Batons, high beam torches, whistles etc. to their staff.
- 8. Security Agency should possess ISO9001/2008 Certification (preferable).
- 9. Bidder should also hold licence under Contract Labour (Regulation and abolition) Act, 1970, .(attach scanned copy of licence).

Signature/seal of Authorised
Representative with Date

ANNEXURE- ID

DECLARATION

1. I,Son/Daughter of Shri
2. I have carefully read and understood the eligibility criteria of the security agency, the terms and conditions, Scope of works and technical requirement of the tender and hereby convey my acceptance of the same.
3. The information and documents furnished along with the above application are true, updated and authentic to the best of my knowledge and belief.
4. I/ we/ am, are well aware of the fact that furnishing of any false information/ fabricated document, oranything found erroneous, would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.
5. I/we understand that you are not bound to accept the lowest or any bid you may receive.
Signature/seal of Authorised Representative with Date
FullName:
Place:

Date: -----

SCOPE OF WORKS & TECHNICAL REQUIRMENTS

- 1. The Agency shall depute security personnel at places and for durations as per direction by the Institute authority. Such personnel will have to be transferred every six months (phase wise at least 10%) and no local person who is a resident of Howrah sadar Sub Division will be deployed.
- 2. The personnel shall be deputed in locations as per direction of the authority and shall be responsible for any matter related to security and shall carry out such orders/instructions as issued by the Registrar IIEST, Shibpur or any one authorized by him from time to time. Every person deputed in predetermined locations must possess a modern communication (Walkie talkie -8Nos/ Mobile- for all) medium of making contact with fellow guards/supervisor or Institute authority at any time including other necessary accessories such as torch, bicycle (Qty-03),Batons, Whistles etc. A tentative positioning of the guards is shown in the enclosed sheet separately. Annexure- IV.
- 3. The duty hours of security personnel should normally be 8hours per day.
- 4. The security agency is to ensure that two set uniform and kits (i.e. Shirt, Full Pant, Shoes, Sweater/Jacket, Cap, Rain Coat/Umbrella, High Beam Torch Light, Lathi, Whistle, and Mobile phone etc.) are issued to the security personnel. They should display their name on the chest of the Uniform. It is to be ensured that the Uniform, badges and other accessories provided to the guards are not similar to Army/Navy/Air Force/State Police organizations.
- 5. The security agency is required to submit a **daily report** to the Caretaker, a **weekly report** to the In-charge of Security/Security Officer and a **monthly report** to the Registrar IIEST, Shibpur regarding (a) attendance of security personnel, (b) arrangement of posting of security guards (c) campus security (d) any incident occurred (e) ways to be and means adopted for tackling the situation etc.
- 6. The security agency shall immediately report to the Caretaker/In-charge of Security /Registrar IIEST, Shibpur any incident involving (i) serious breach of campus discipline (ii) clashes amongst groups (iii) damage or loss to property due to theft/burglary and (iv) damage/loss of life and property due to fire, rain and storm, high tide in river, earthquake etc.
- 7. Armed guards, if requisitioned only, should be (a) trained in handling arms and ammunition and (b) must possess license for weapons and ammunition.
- 8. If required, the Security Agency shall have to provide Dog Squads.
- 9. The Security agency shall provide hi-tech security systems such as mobile phones, Telephones, Walkie talkie, alarm/warning/Scanning systems, and high beam torches as per requirement of Institute authority.
- 10. The security agency will issue detailed working instructions to their security guards through the Supervisors should know their roles and responsibilities.
- 11. The Zonal In-Charge/Operation Manager/Branch Head of the agency will be responsible for any matter related to security and to carry out any order as issued by the In-charge of Security/ Registrar IIEST, Shibpur. The supervisors must possess a communication media for making contact at any time.
- 12. Security Guards once posted to the Unit will not be shifted without the prior permission of the In-Charge Security/Registrar IIEST, Shibpur. Similarly Bio-data of any newly posted Security Guard has to be submitted by the agency to the In-Charge Security/Registrar IIEST, Shibpur and will be put on duty only after the interview is conducted by In-charge of Security/Registrar IIEST, Shibpur.

- 13. Bio-data should be certified by the agency consists of residential address with Passport size photograph in respect of all personnel posted for duty will be submitted to the in charge of security), IIEST, Shibpur within 7 days of receipt of the said terms and conditions. Once the bio-data is submitted, any personnel inducted on duty will not be changed, upto a minimum period of 8 months.
- 14. Roll call of all guards in the shift duties will be conducted at designated place, who will report to the Caretaker, IIEST, Shibpur. Roll call will fall in at least 30 minutes before mounting of the shift; security guards will be checked for their proper turnout, shaving and haircut.
- 15. If any Security Guard is found not alert or away from his duty post without valid reason, that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted in to man hours/man days at the end of the month and will be reflected as disallowance in the monthly bill.
- 16. In the event of any misdemeanor, like sleeping on duty, being under the influence of liquor/ drugs or indecent/insolent behavior of duty place ethics by any Security Guard, such personnel will be removed from duty immediately and shall not be detained at the Institute and considering the gravity of the offence suitable percentage of remuneration should be deducted from the offender(s). This condition will apply also to those personnel found abetting with another person in any sorts of misdeeds.
- 17. Personnel on off-duty (weekly off etc.) will not be allowed to visit any duty posts unless an emergency arises like breaking out of fire, terrorist attack, any unrest that needs to be handled with more man power etc.
- 18. The security agency will not employ residents of the IIEST, Shibpur Campus, Howrah and wards of any IIEST, Shibpur employees.
- 19. The right to decrease the strength of personnel posted at any time, rests with the IIEST, Shibpur authority. The Company will provide increase up to 25% of the posted strength, within seven days notice, in contingency situations.
- 20. Free dormitory accommodation with water, electricity and sanitation facilities will be provided to private Security Agency. But use of heater is strictly prohibited.
- 21. An agreement on non judicial stamp paper of Rs. 100/- (two stamp papers to be provided by the Agency) for one year has to be executed by both Institute and the Agency where all the terms and conditions, mode of payment, mode of termination of services, responsibilities etc. are to be specified clearly.
- 22. The following documents/registers to be provided by the agency and maintained by the Supervisors:
 - (i) Daily Visitors book ii) Gatepass Register, iii) Employeees Attendance Register (iv) Guar Checking Register (vi) Daily Orders Register (vi) Occurrence Register (vii) Beat Book-by the respective Security Guard (viii) Wage Register

Note: The stationery to maintain above documentation will be provided by the Agency. These documents will be put up to the In charge security, IIEST, Shibpur/Registrar, IIEST, Shibpur, as and when required by him.

23. Uniforms, gumboots, torches, whistles, raincoats, 03 by cycles, 08 Walkie-talkies, 04 hand Metal Detectors, for the Security Agency Staff will be provided by the Agency themselves. All the security guards should be in possession with mobile phone. Uniforms will not be of Kakhi or Olive Green colour or prohibited under law of the land.

- 24. There shall be periodical and surprise checks of guards by Officer(s) of the agency during day and night. Report from Caretaker and IIEST, Shibpur shall be reflected in the Guard Checking Register and reported to In-Charge Security/Registrar, IIEST, Shibpur in writing.
- 25. The supervisor posted will make frequent round of all posts/location during their tour of duties. Instructions for these rounds will be taken in person from the In-Charge Security/Registrar, IIEST, and Shibpur. They will report to the Care Taker/In-Charge Security/Registrar, IIEST, Shibpur if there is anything to report or otherwise every four hours and maintain a log of these reports in the Occurrence Register.
- 26. The Security personnel provided by the Agency should be personnel of high integrity and confidence. The antecedents of the persons engaged should be verified by the Agency/Local Police Authorities/Home Department, as applicable, to the satisfaction of IIEST, Shibpur.
- 27. The location of posting of security guards and total number of security guards as enclosed in a separate sheet will be the benchmark, while deciding the final requirement. The Agency shall indicate and quote for the personnel in defined hierarchy, viz., Supervisors, Security Guards (Gentlemen) and Security Guards (Lady).
- 28. Selected Security agency shall have to furnish a Declaration of Acceptance of Offer within 7 days of receipt of offer notice failing which it will be presumed that the selected Agency is no longer interested to accept the offer and the EMD/Security Deposit of the Agency will be forfeited.
- 29. **Period of Validity:** Bids shall remain valid for acceptance for a period of 90 days from the date of opening of the bid.
- 30. Conditional Offer will not be accepted.
- 31. **The person/officer signing** the tender/bid documents should be delegated with an appropriate Power of Attorney (essentially endorsed by a Notary Public) by the Chief Executive Office/MD of the Agency to sign such documents.
- 32. The Agencies need to declare, that they are not currently blacklisted or debarred from participation in tenders by IIEST, Shibpur or any of the MHRD/Government of India/ Govt. of West Bengal Institution, to be signed and submitted while submitting the tender papers.
- 33. IIEST, Shibpur reserves the right to consider or reject tender of any Agency without as signing any reason thereof. The Institute also reserves the right to empanel more than one Agency, looking into the needs, and other aspects. Selected Agency will be assigned the responsibility of security coverage for the entire zone of the Institute or any one of the zones/sectors of the Institute, at the discretion of the Competent Authority.

34. IMPORTANT

- (a) Institute may accept or reject any or all the tenders in part or in full without assigning any reason and does not bind itself to accept the lowest bid. The Institute at its discretion may change a criteria/drop any item or part thereof, of the tender document, at any time before placing the work order/contract.
- (b) In case of any dispute or interpretation of clause, decision of the Director, IIEST, Shibpur shall be final and binding on the tenderers.
- (c) For any technical query, pertaining to tender document or clarification on scope of work, terms and conditions etc., the agencies shall contact:
 - 1. Prof. Prabir Kumar Paul, Dean Administrative Affairs, IIESTS, Ph. No: 26684561 Extn 320

Fax No: 26682916, MobileNo: 9432582433, Email: dean.admin@iiests.ac.in

ANNEXURE-II(contd.)

2. Dr. Biman Bandyopadhyay, Registrar, IIESTS, Ph. No: 26681503,

Fax No: 26682916, Mobile No: 9874222228, Email: regis@iiests.ac.in

3. Mr. Alok Kumar Maity, Deputy Registrar (Audit), Ph. No. 2668 4561 Extn: 206

Fax No: 26682916, Mobile No. 9433153452 Email: auditofficer@iiests.ac.in

- (d) Guards on static or patrolling will not leave his/her post unless proper duty handing taking over and relieved.
- (e) Anybiddocumentssubmittednotdulyfilledinwillberejectedoutright.

Prof. Prabir Kumar PaulDean Administrative Affairs
FOR Director IIEST, Shibpur

TERMS & CONDITIONS TO BE OBSERVED BY THE SUCCESSFUL BIDDER

- 1. Indian Institute of Engineering Science and Technology, Shibpur (**IIESTS**) has a campus spread over 121 acres. There are 17 hostels and more or less 2000 students reside inside the campus. The educational and administrative buildings and related facilities are located in a central position. The employees of the Institute with a population of 3000 (approx.) stay in staff quarters. The hostel building as well as the staff quarters are situated in the east and west side of the campus. The campus is encircled by a boundary wall having three gates namely 1stgate, 2ndgate and 3rdgate.
- 2. **IIESTS**, would like to engage a qualified Govt. registered Security Agency, reputed for managing security services in educational institutions and government organizations/PSUs etc., preferably with ISO9001/2008 certification, backed by sound manpower, technical infrastructure, financial capability and operating the business for a minimum period of five years, at least for a period of one year, extendable up to three years on year-to-year basis, based on half yearly evaluation of satisfactory services.
- 3. Approximate Nos. of private security personnel to be required at present are 86 (Refer Annexure-IV):

Cotogomy	Noofpersons	Educational	Experience
Category	required *	Qualification	
Security Officer	01	See below**	:
SecuritySupervisor	04	Requisite: H.S.	5 years
		Desirable: Graduation	
Security Guard	70	Requisite: Matriculation	4 years
(Gentleman)	72	Desirable: H.S.	-
SecurityGuard(Lady)	09	Requisite: Matriculation	2 years
		Desirable: H.S.	

^{*}The number of Security staff deputed by the agency may change from time to time as per requirement of the Institute to be communicated through written order only. However, additional 06 guards (or as required) will be required in the month of Aug-Sep every year for the new comers Student.

- (a) For Ex-Service Man
 - (i) Graduate from recognized Institute
 - (ii)Should hold/have held in the post of Junior Commission Officer or its equivalent rank in the Army/Navy/Air-Force
 - (iii)Age should be below 50 years as on 31.03.2017
- (b) For Others
- (i) Master Degree from a recognized Institute
 - (ii) Should have 05 years of experience as Security Officer in any reputed organization
 - (iii)Age limit below 45 years as on 31.03.2017

^{**} The Institute may recruit a security cum estate officer of its own. The post of security officer from the agency will be terminated with one months notice.

^{***}The essential qualification, experience and consolidated pay of Rs. 39,000/- (with 3% yearly hike) for Security Officer will be as follows:

- 4. **Duty and records :** The Agency will be primarily responsible for the watch and ward duty and to provide round the clock security to the entire campus of IIESTS. The Agency will also be required to maintain a daily record of area wise deployment of the guards and such other records, as mandated under the contract and as per advice of the Competent Authority.
- 5. **Duration of contract:** The contract will be initially for a period of **one year** from the date of commencement of the contract. IIESTS may extend the duration of contract for a further period of two years on yearly basis, on the same terms & conditions, based on performance of the Agency. However, IIESTS reserves the right to terminate the contract by giving three-month notice during the currency of the agreement, without assigning any reason. The outgoing Agency shall give a minimum notice of three months or forgo its security deposit, in the event it so decides to prematurely abandon its contract.
- 6. **Security Deposit**: Earnest Money Deposited at the time of tendering will be converted into Security Deposit. Security Deposit of the Selected Security Agency will be refunded after expiry of contract period of agreement subject to adjustment of the cost of damage of the property, if any or otherwise as would be decided by the Institute. No interest is payable on Security Deposit. The security deposit will be forfeited by the Institute, in the event the Agency is not able to commence the work within the time specified in the work order/contract or abandons the contractor during the contract period, discontinues their services without prior adequate notice of three months, or in the event the Institute properties have suffered any loss due to it security lapse or breach of any terms and conditions of the work order/contract.
- 7. **Payment Terms:** Payment to the Security Agency will be made on monthly basis against submission of bill. Proof of depositing monthly PF/ESI contributions by employer (copies of challans/ECR copies showing deposit under appropriate Head of Account) and Pay slip & Payroll (signed by the employees) are to be attached along with the Bill. Normally payments will be made within 30 (thirty) days after submission of proper bills. However the Agency must pay the salary to the employees by 7th of every month through bank account. The Security Agency shall ensure compliance with all laws, regulations, rules relating to PF, ESI, maintaining attendance-cum-wage register etc of the Central Govt. or the State Govt. or any other Statutory Authority as applicable. Security Agency has to submit copies of the half-yearly/yearly return of the PF, ESI etc to the Dean Administrative Affairs, Indian Institute of Engineering Science and Technology, Shibpur.
- 8. Obligations of the Agency, including payment of minimum wages: The rates quoted for Security Guard and Security Supervisor (will be provided with the minimum wages of Arms guard in case of Supervisor payment not mentioned in the Central govt. order) should not be less than the wages prescribed under the Minimum Wages prescribed by (including Basic Pay, DA, TA, ESI, EPF, EDLI and any other allowances, leave benefits, statutory levies and compliances) Central Government of India. The revision in Minimum Wages (including Basic Pay, DA, TA, ESI, EPF, EDLI, and any other allowances, leave benefits, statutory levies and compliances) by the Central Govt. has to be intimated in writing and will be allowed accordingly.
- 9. The Agency shall accept full and exclusive liability for wages and comply with all statutory payments and obligations of the Labour Department and other Statutory Central/State Agencies. IIESTS will not have any liability what-so-ever, concerning the persons deployed by the Agency for security job. The Agency shall keep IIESTS indemnified against all losses or damages of liability arising out of or imposed in the course of employment of such person. IIESTS shall in no way be responsible or liable in case of any dispute, prosecution or awards made by Court of Law or other Authorities.
- 10. The Agency will be paid the bill amount per month (after recovery of loss, if any) for engaging the security personnel, as per the rates agreed and charged during the currency of the contract. Any increase will commensurate to the wages and applicable taxes, tariffs, levies, bonus etc., declared by the Government of India from time-to-time. The Agency will be required to submit salary claim bills along

with proof of payment of EPF, ESI Contribution, Service Tax etc., every month by 5th of the following month. Deductions towards Income Tax, as applicable under the Income Tax Act, 1961(U/s194C), shall be made from all payments made to the Agency, and in respect of such deductions, necessary certificates of deductions shall be given.

- 11. The Agency will have to deploy on a daily basis, the full complement of the specified Security Guards and maintain an attendance register (roster) for this purpose. In case of less than full deployment on any day, proportionate deductions shall be made, equal to the shortage in number of manpower or man days, whichever is more.
- 12. The Agency has to engage the relievers for weekly off's, absentees, festivals and holidays and national holidays etc., within the accepted rates, during the period of contract and no over time is permitted.
- 13. The institute authority will conduct a medical test and a test for physical fitness of all the security personnel before deployment.
- 14. If the Institute wants to increase the man power in the near future, looking into increase/expansion of Academic or administrative building or hostels, increase in the area of the deployment, this additional manpower so deployed by the Agency, will be approved prior to its engagement and proportionate wages will be paid as per minimum wages. The Agency has to submit separate bill for extra manpower deployed as per requirement, including on special occasions.
- 15. All workers and/or personnel employed by the Agency shall be engaged by them as their own employees /workmen in all respects implied or expressed. It will be compulsory on the part of the Agency to provide health coverage, insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death, etc. The Agency shall indemnify IIESTS against liabilities arising out of their obligations on this account. The Agency shall keep a proper record of such payment and submit a certificate every month to IIESTS of having complied with their statutory obligations.
- 16. Nothing prevents IIESTS to recover from the monthly bills of the Agency or pay any amount to a work man employed by the Agency in providing welfare or health amenities required to be provided under its general obligation, without prejudice to its rights and IIESTS will have the option to contest any claim made against it under any sections of acts and rules, payment of wages etc., as deemed fit and applicable. The decision of IIESTS regarding the amount actually recoverable from the Agency as stated above shall be final and binding on the Agency.
- 17. It will be the responsibility of the Agency to obtain separate code (identification number) for deposit of EPF & ESI dues, with the concerned PF & ESI Authority. The onus of responsibility for upto date deposit of EPF dues and settlement for its engaged personnel shall be solely on the Agency. Payment against Agency's bills will be released only when relevant challans, PF Registration /Code Number along with photocopies of attendance and payment registers are provided. The Agency shall also comply with all laws, rules and regulations of Central/State Government and local Municipal Corporation and other Government bodies with regard to handling equipments/ arms license / sniffer dogs/ environmental and any other licenses/approvals/issues etc.
- 18. In case of any loss/damage caused, not due to natural calamities, to the property (properties) of the Institute where the complicity or laxity of the Security personnel of the Agency is suspected, after filing an FIR, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by Agency. If the enquiry is not able to pin point the responsibility, the decision of the Competent Authority of IIEST will be final and binding on both parties.
- 19. It shall be binding on the Agency and their staff that, during their association with IIESTS if they are given, prepare, produce or otherwise receive any drawings, samples, prototypes, products, equipment or knowledge of such items, they must not divulge the same to any party, private or public. Such activities will attract immediate termination of this contract engagement, with appropriate compensation to IIEST.

- 20. **Leave Relief:** No person shall be sent on leave unless cleared by the (in charge of security), IIESTS. In all such cases, relief will be positioned prior to sending the personnel to leave. Leave/leave relief will be as per Central Govt. norms for ward and watch duty.
- 21. The Agency shall be solely responsible for all acts of commission and/or omission on the part of their security personnel posted at the IIESTS.
- 22. The Agency shall immediately notify IIESTS in writing of the occurrence of any event which may result in or which may give reason to believe that there may be work stoppage, slowdown, labour dispute, strike, any labour related disruption of its own staff impediment or disruption in the due performance of the obligations of the Company under this Agreement. The Company also agrees that in the event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 24 hours, then, not withstanding what is contained in this Agreement; IIESTS authority may at its sole discretion terminate this Agreement forthwith.
- 23. Accommodation will be provided to the Security Agency by the institute at different demarcated places, with normal facilities of water supply and electricity.
- 24. Senior officer of the Agency not below the rank of Branch/Zonal Manager will liaise with of Institute or any representative of the Security Section, in connection with security arrangement.
- 25. Institute will not be responsible or any accident/illness and any other casualties during the stay of the security personnel at the campus. Only first aid medical facility will be provided by the IIESTS Hospital.
- 26. The deployment of security guards, round the clock and per shift/point will be decided in consultation with In Charge Security as per the requirements from time to time.
- 27. The security personnel posted at the IIESTS shall fully acquaint themselves of the system of working at all places. Security personnel should be competent for checking material entry voucher and checking Gate Passes for incoming/ outgoing materials, maintaining the visitors entry register etc. and for keeping proper records of the same. The Agency will also be responsible to ensure that no goods/stores/ cargo/vehicle/dry wood or scrap etc., goes out of the premises without proper authorization and/or Gate pass. The Agency will also be required to verify the vehicle number, driver's name, and cargo particulars with the details/challan and receipts, on the authorization/Gate pass.
- 28. The Agency shall exercise the greatest possible care and shall take adequate preventive measures against theft, fire, sabotage, pilferage, strike, dharna, protest display, or intentional damage to IIESTS property including material, cargo and machinery. Any theft, pilferages or damages to cargo, property, machinery, equipment, etc, entrusted to IIESTS or in IIEST custody or within IIESTS premises during the contract period shall be charged to the Agency, if it is proved that it was caused due to negligence of the security personnel. The decision of the Director in this regard will be full and final.
- 29. The Agency shall conduct periodic drills and surprise inspection; especially night inspection shall be done at least thrice in a week, and a report may be submitted to the in-charge of security/Security Officer, IIESTS.
- 30. The Agency shall Ensure that all security guards posted at IIESTS shall scrupulously follow the laid down instructions and advice, and at any stage if any security guard or guards are found shortage in deployment as prescribed by the Agency or negligence towards their assigned duties, the Dean Administrative Affairs/Director at its own discretion impose a penalty of such amount on the Agency which may not exceed Rs.25,000/-for every such incident.

- 31. The Agency shall submit to IIESTS a list of all security personnel deployed by them at the entire campus giving all details of age, address, contact number, with/without arms license, experience etc., in respect of each security personnel. Security personnel who are qualified to carry out the duties assigned to them and are Competent with past experience of having worked satisfactorily in the past should only be posted. They should also be physically fit and should be of proven integrity.
- 32. The Agency shall give his employees neat and clean uniforms for summer and winter seasons at no extra cost to IIESTS and ensure that all his employees wear laminated Photo-Identity Cards issued by the Agency/IIESTS at Agency's cost. All security men posted at IIESTS shall always be in proper uniform, wear name badges and posses a torch (during evening and night shift), a baton or fire arms (whenever prescribed) duly licensed, to be supplied by the Agency and maintain decorum of good behavior at all times.
- 33. The In charge of Security / Security Officer / Registrar shall be at liberty to object to and require the Agency to remove forthwith from IIESTS any person employed by them if, in the opinion of IIESTS Authority, such person misconducts himself, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision shall be unquestionable and final and the contractor shall be under obligation to replace such a person.
- 34. If it is found that any staff of the selected Security Agency is involved in any way for any kind of damage/theft/loss etc of any type of property of the Institute and the campus residents, the Security Agency will be held responsible for the same and the Agency has to bear the cost of the damage/theft/loss etc and to initiate necessary actions against the responsible staff.
- 35. If any deviation is found in any of the rules/regulations/laws mentioned above, the selected Security agency will be held responsible for the consequences in terms of monetary compensation/demurrage or otherwise that may be imposed by any authority and IIESTS will not be responsible for the same in any way.
- 36. In the event of breach of any of the terms and conditions of the contract by the selected Agency or due to Agency's inability to perform as agreed, for any reason whatsoever, the Indian Institute of Engineering Science and Technology, Shibpur shall also have, without prejudice to other rights and remedies, the right to terminate the contract without assigning any reason by giving 3 (Three) month's notice in writing to the selected Security Agency. In the event of such premature termination of contract there fund of security deposit will be decided at the sole discretion of the Institute Authority. The Security Agency shall not been titled to any compensation by reason of such termination. The decision of the Indian Institute of Engineering Science and Technology, Shibpur under this clauses will be final, conclusive and binding on the selected agency and shall not be called into question.
- 37. The security agency has to follow the private security agencies regulation act 2005 read with The private Security Agencies central model rule, 2006.
- 38. Being an educational institution IIEST, Shibpur is exempted from payment of any Service Tax in accordance with Govt. Of India, Min. of Fin. Deptt. Of Revenue, CBDT Circular No. 172/7/2013-ST dated 19th Sept'2013.

Prof. Prabir Kumar PaulDean Administrative Affairs
FOR Director IIEST, Shibpur

ANNEXURE-IV

INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR, HOWRAH-711103 Proposed Deployment of Security Personnel per day in three shifts

POST NO	LOCATION	0600 HRS - 1400 HRS	1400 HRS - 2200 HRS	2200 HRS - 0600 HRS	GEN SHIFT 1000 HRS - 1800 HRS	PERSONS REQD
1	SECURITY OFFICER	X	X	X	1	1
2	SECURITY CONTROL ROOM (SUPERVISOR)	1	1	1	1	4
3	PATROLLING DUTY	2	2	2	X	6
4	GATE NO 1	2	2	2	X	6
5	GATE NO 2	2	2	2	X	6
6	GATE NO 3	1	1	1	X	3
7	8th ST ACADEMIC BUILDING (BASEMENT)	1	1	1	X	3
8	8th ST ACADEMIC BUILDING (3RD LOBBY)	1	1	1	X	3
9	SLATTER HALL	1	1	1	X	3
10	HOSPITAL AND CLOCK TOWER AREA	1	1	1	X	3
11	SISTER NIVEDITA LADIES HOSTEL (LADY GUARD)	1	1	1	X	3
12	LT. WILLIAMS HALL OF RESIDENCE (LADY GUARD)	1	1	1	X	3
13	PANDYA HALL (LADY GUARD)	1	1	1	X	3
14	3 PT. JUNCTION NEAR SWIMMING POOL	1	1	X	X	2
15	PRATICHI BUILDING AND PG HOSTEL AREA	1	1	1	X	3
16	3 PT. JUNCTION NEAR MODEL SCHOOL	1	1	1	X	3
17	WORKSHOP AREA	1	1	1	X	3
18	3 PT. JUNCTION NEAR MILLENIUM PARK	1	1	1	X	3
19	3 PT. JUNCTION IN BETWEEN BK & D- TYPE QTRS	1	1	1	X	3
20	NORTH EAST CORNER OF LORDS GROUND	1	1	1	X	3
21	NETAJI BHAVAN AND LADIES CANTEEN	1	1	1	X	3
22	INST HALL LANE FROM MININIG TO DASTUR	X	X	1	X	1
23	CENTRAL LIBRARY	1	1	X	X	2
24	HOSTEL NO 7 & 11	1	1	1	X	3
25	HOSTEL NO. 8	Х	1	1	X	2
26	HOSTEL NO. 9	X	1	1	X	2
27	HOSTEL NO. 10	X	1	1	X	2
28	HOSTEL NO 14 TO 16 AND SCRAP YARD	1	1	1	X	3
29	GUEST HOUSE	X	X	1	X	1
	TOTAL	26	29	29	02	86

PRIVATE SECURITY = 86 $\{S/G(M)-72, S/G(L)-09, S/S(M)-04 \& SECURITY OFFICER-01\}$

Prof. Prabir Kumar Paul

Dean Administrative Affairs FOR Director IIEST, Shibpur