## TENDER FORM

Bengal Engineering and Science University, Shibpur Howrah - 711 103

TENDER FOR : PROVIDING SECURITY SERVICES AT BESU, SHIBPUR , Dated 10<sup>th</sup> November, 2012 TENDER NO. :

1. NAME & ADDRESS OF THE APPLICANT :

2. LAST DATE FOR SUBMISSION OF TENDER :30th November, 2012 upto 13.00 hrs

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3. TENDER WILL BE OPENED ON

: 30<sup>th</sup> November, 2012 at 14.00 hrs : Rs. 2,500.00 (Non refundable)

3. COST OF TENDER FORM

4. ADDRESS FOR SUBMISSION OF TENDER:

Dr. Bivore Das The Assistant Registrar (In-Charge, Security) BESU, Shibpur Howrah -711 103 State : West Bengal

(Tender Form is Non Transferable)

# SCHEDULE OF EVENTS

Release of advertisement in the Newspaper / Website

: 10.11.12

Collection of Tender document

Last date for submission of tenders

Opening of tenders

Clarification by the tenderers, if required

: From 10-11-12 to 29-11-12 (downloaded from website)

: 30.11.12 upto 13.00 hrs.

: 30.11.12 at 14-00 hrs.

: 30.11.12 from 15:00 to17:00 hrs

# DOCUMENTS TO BE SUBMITTED

- The Agency interested in providing security services should submit sealed quotation containing papers in support as per Annexure I (A, B & C) and Declaration as per Annexure II with superscription Price Bid, containing papers in support as per Annexure IV (A & B). Envelope should be put in a sealed cover and superscribed as "Tender for Security Services at BESUS" and addressed to the Assistant Registrar, BESUS so as to reach through post or hand delivered on or before 13.00 hours on 30<sup>th</sup> November, 2012.
- 2. Documents to be submitted with the tender:
  - (a) Tender Document, Terms and conditions in original duly signed by the proprietor /Partner of the Company as a token of acceptance of terms and conditions of the tender.
  - (b) Latest Income Tax, Professional Tax clearance certificates, Service Tax Registration and a copy of valid Trade License and valid document on DGR empanelment / registration of the state government along with other relevant documents.
  - (c) Demand Draft / Pay Order for Earnest Money Deposit.
  - (d) Past track record indicating services rendered/being rendered to Universities /Central or State Governments / Public Undertakings with documentary evidences
- 3. In case the due date happens to be a holiday or the office remains closed for reasons beyond control of the University, the tender will be accepted and opened on the next working day. The timing will, however, remain unchanged. Please note that Office remains closed during Saturdays and Sundays.
- 4. **Tender non transferable:** The tender document is not transferable under any circumstances. All folios of this document should be signed by intending tenderer and embossed with official seal at the time of submission.
- 5. **Tender Fee:** An amount of **Rs. 2500.00** (Rupees two thousand five hundred only) as cost of tender paper is to be paid (non refundable). The payment shall be made by Demand Draft drawn on any Nationalized Bank in favour of "Registrar, BESU, Shibpur. **Without Tender Fee, the bid offer will not be accepted**.
- Earnest Money Deposit (EMD): An EMD of Rs. 2,00,000.00 (Rupees two lakh only) is to be submitted in the form of Demand Draft, drawn on any Nationalized Bank and to be enclosed along with the Bid. The EMD D.D.shall be in favour of "Registrar, BESU,

Shibpur" payable at Kolkata. **Any bid without EMD will not be considered.** The EMD will be released to the vendor after successful completion of the contract services. The earnest money of the unsuccessful tenderers will be returned as soon as possible, after the tenders have been finalized. No interest is payable on refund of EMD.

- 7. **Qualifications**: Agencies must submit complete documents along with the checklist to verify their credentials.
  - a. Attested copy of registration certificate to be submitted, as applicable under:
    - (i) Shops & Establishment Act, in case of proprietary concern.
    - (ii) Partnership Act, in case of Partnership Firm
    - (iii) Companies Act, in case of a Company.
  - b. The Agency must possess licence to operate Security Agency in Howrah area in accordance with the provisions of West Bengal Private Security Agencies (Regulation) Act, 2005, as applicable.
  - c. The Agency should be registered with Service Tax, Professional Tax Authority etc.
  - d. The Tenderer should have their PF & ESI registration code, proof of which is mandatory and copy shall be enclosed.
  - e. The Agency shall submit police clearance, verification of character and antecedents of each guard, before being deployed by them.

#### Note : The Tender Fee & EMD, shall be put in separate sealed envelopes

And thereafter all envelopes shall be put in a bigger sealed cover, super scribing "Tender Notice No. ,........... and "Tender for Security Services, BESUS".

#### ANNEXURE -1(A)

#### FORMAT TO BE FILLED BY THE SECURITY AGENCIES

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1. Name of the Tenderer:

2. Status of the Tenderer (attach documents, if registered company/partnership/propriety ship)

3. Details of key top official/authorized official I: (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 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. 20.00 Lakh. :

10. Income Tax Permanent Account Number (attach copy):

11. Details of EMD/Bank Draft No. & date:

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

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Dated signature/seal of Authorised representative

#### ANNEXURE –1(B)

# ELIGIBILITY CRITERIA FOR SECURITY AGENCY

- 1. The Agency must be DGR empanelled and /or registered with State Government and be in the business for providing security personnel for security services, as its primary activity, for at least 5 years.
- 2. The Agency must possess licence to operate security agency in Shibpur, Howrah area in accordance with the provisions of West Bengal Private Security Agencies (Regulation) Act, 2005, as applicable.
- 3. The Agency should have minimum annual turnover of Rs. 3 (three) crores for the last 3 consecutive years and must have executed or running single contract of value more than Rs. 50,00,000 /- (fifty lakhs) per annum with a reputed company, preferably with Government/ PSU's / Educational / R & D Establishments.
- 4. The Agency must have more than 300 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 of 25-45 years.
- 6. The Agency should have Zonal or Regional Head Quarters in Howrah / Kolkata.
- 7. The Agency must have capability of providing cycles, wireless communication equipments, high beam torches etc. to their staff.
- 8. Security Agency, should possess ISO 9000 Certification (Desirable)
- 9. Bidder should also hold licence under Contract Labour (Regulation and abolition) Act, 1970

## CHECKLIST

### ANNEXURE - 1(C)

	ANNEXURE - 1	
Please reply in Yes/No and enclo	ese documents or a write up, wherever required)	Yes/No
I. Have you provided organizati	on identity?	
1.1 Company details including add	Iress	
1.2 Address of your Registered Of	fice (as applicable)	
2. Have you furnished organizat	ion information?	
2.1 Type of Organization		
2.2 Date of formation		
2.3 Date of incorporation (as appli	cable)/Security Licence Registration Number	
2.4 VAT Registration Number		
2.5 EPF and ESIC Registration Nu	umber	
2.6 Organization structure		
2.7 outstanding Court actions/indu		
2.8 Is your company a subsidiary of	of another company? If so, provide detail.	
	her company? if so provide detail	
2.11 Names and responsibilities of		
3. Do you comply with State / Ce		
	ng in the Court of Law (e.g., matters regarding	
	insurance or beneficiary claims) ?	
	ptcy case, pending against the Agency?	
4. Have you provided financial d		
4.1 Annual turnover for organization		
	nization and group over last 3 Years	
4.3 Last 3 years audited accounts	for company	
4.4 Details of your Bankers?		
5. Have you furnished details or	areas of your business ?	
5.1 Principal areas of business	·	
5.2 Other / subsidiary areas of bus		
	quality assurance practice of your Agency?	
6.1 Details of quality assurance ac		
6.2 Details of accreditations for wh	, ,,	
	s, best practices, safety laurels etc	
7. Have you furnished detail info		
7.1 Number of employees, permar	in Management/Clerical/Operational/Sales level etc	<u> </u>
		<b>'</b> .
7.3 Number of staff currently involved		
3. Have you mentioned reference		
	and awards currently undertaken or undertaken	
over last 3 years, including those v		
	artment or agency contract awards currently	
undertaken or undertaken over las erminated/ended	t 3 years including those which were	
	liation to professional organizations?	
	liation to professional organizations? ssociations to which the Agency belongs to	
9.2 Whether the Agency offers sec 10. Have you submitted the dec	· · · · · · · · · · · · · · · · · · ·	

# DECLARATION

- 1. I, ------ Son /Daughter of Shri ------------Proprietor/Partner/CEO/MD/Director/Authorized Signatory of M/s. ------ am competent to sign this declaration and execute this tender document.
- 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, or anything 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 of the Authorized Person

Full Name	:	
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Place : -----

Date : -----

Agency/Company Seal: -----

## SCOPE OF WORKS & TECHNICAL REQUIRMENTS

- 1. The Agency shall depute security personnel at places and for durations as per direction by the University authority. Such personnel will have to be transferred every six months 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 or anyone authorised by him from time to time. Every person deputed in predetermined locations must posses a modern communication medium for making contact with fellow guards/supervisor/Security Officer or University authority at any time including other necessary accessories such as torch, bi-cycle, lathi etc. A tentative positioning of the guards is shown in the enclosed sheet separately. Annexure- VI.
- 3. The duty hours of security personnel should normally be 8 hours per day
- 4. The security agency is to ensure that uniform and kits 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 <u>daily report</u> to the Caretaker, a <u>weekly</u> <u>report</u> to the Assistant Registrar (in charge of Security) and a <u>monthly report</u> to the Registrar 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 /Assistant Registrar (in charge of Security)/Deputy Registrar/ Registrar 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, Radio, Telephones, Walkie-Talkie, alarm/warning/ Scanning systems, high beam torches as per requirement of University authority.
- 10. The security agency will issue detailed working instructions to their security guards through the Supervisors and a Security Officer to be engaged by the security agency and each individual should know their roles and responsibilities.
- 11. The Security Officer must be deputed on station who will be responsible for any matter related to security and to carry out any order as issued by the Assistant Registrar (in charge of Security)/ Deputy Registrar/ Registrar. This person must possess a communication media for making contact any time.
- 12. Security Guards once posted to the Unit will not be shifted without the prior permission of the Registrar, BESU, Shibpur. Similarly any newly posted Security Guard, will be put on duty only after the interview is conducted by Assistant Registrar (in charge of Security) and clearance of the Registrar, BESU, 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 Assistant Registrar (in charge of security), BESU, Shibpur within 15 days of receipt of these terms and conditions. Once the bio-data is submitted, any personnel inducted on duty will not be changed, upto a minimum period of 6 months.

- 14. Roll call of all guards in the shift duties will be conducted at designated place, who will report to the Caretaker, BESU, Shibpur. Roll call will fall in at least 30 minutes before mounting of the shift; security guards will be checked for their proper turnout, shave 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 into 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 misdemeanour, like sleeping during 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 manpower etc.
- 18. The security agency will not employ residents of the BESU Campus, wards of any BESU Employees.
- 19. The right to decrease the strength of personnel posted at any time, rests with the BESU 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 `50/- for one year has to be executed by both University 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 will be maintained by the Security Officer of the Company:

(i) Daily Visitors book ii) Gate pass Register, iii) Attendance Register (iv) Guard Checking Register (vi) Daily Orders Register (vi) Occurrence Register (vii) Beat Book - by the respective Security Guard

**Note**: The stationery to maintain above documentation will be provided by the Agency. These documents will be put up to the Assistant Registrar (in charge security), BESU, Shibpur, as and when required by him.

- 23. Uniforms, gum boots, torches, whistles, raincoats and cycles for the Security Agency Staff will be provided by the Agency themselves. Uniforms will not be of Kakhi or Olive Green colour or prohibited under law of the land.
- 24. There shall be periodical surprise checks of guards by Officer(s) of the agency during day and night. Report from Caretaker and Assistant Registrar, BESU, Shibpur shall be reflected in the Guard Checking Register and reported to Security Officer/Duty Officer in writing.
- 25. The supervisor posted will make frequent round of all posts/location during their tenure of duty. Instructions for these rounds will be taken in person from the Security Officer. They will report to the Security Officer 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 BESU.

- 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., Security Officer, Supervisors, Gun Guards, Security Guards (Gentleman) and Security Guards (Lady).
- 28. Selected Security agency shall have to furnish a Declaration of Acceptance of Offer within 15 days of receipt of award 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 BESU or any of the MHRD/Government of India/ Govt. of West Bengal Institution, to be signed and submitted while submitting the tender papers.
- 33. BESU reserves the right to consider or reject tender of any Agency without assigning 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) University 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 Vice Chancellor, BESU, 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.Dr. Biman Bandyopadhyay, Registrar, BESUS, Ph. No: 26681503, Fax No: 26682916 Mobile No: 9874222228, Email: regis@becs.ac.in
  - 2. Dr. Bivore Das, Assistant Registrar, BESUS Mobile No: 9477215768
- (d) Guards on static or patrolling will not leave his/her post unless proper duty handing taking over and relieved.
- (e) Any bid documents submitted not duly filled in will be rejected outright.

# **PRICE – BID FORMAT**

To The Registrar BESU, Shibpur

Dear Sir,

With reference to your Tender Notice No......dated 03.11.2012, we quote our best offer for deploying the following security personnel at BESU, Shibpur. Tender document duly signed, as token of acceptance, along with EMD is submitted.

1 Name and address of the Security Agency (a) Telephone Number/Cell No. (b) Fax No.	
(c) E-mail I.D. etc.	
2	Quote the wages for the following : (Give break up details as per Annexure IV(B))
(a) Security Officer	Rsp.m. per person
(b) Supervisor	Rsp.m. per person including weekly off etc
(c) Security Guards (Lady)	Rsp.m. per person including weekly off etc
(d)Security Guards (Gentleman)	Rsp.m. per person including weekly off etc
(e) Arm Guard	Rsp.m. per person including weekly off etc
<ul> <li>3 Total wages per month for- 77 security personnel:</li> <li>1 (one)Security Officer +3 (three) Supervisors +</li> <li>6 (six) Security Guards (lady) + 62 (sixty) Security Guards (Gentleman) + 2(two) armed Guards including their weekly off etc.</li> </ul>	Rsper month

The detail breakup of the wages quoted is also enclosed.

Place : Date :

Signature with seal of the Agency

# BREAK UP FOR THE WAGES QUOTED PER MONTH

Sl.	Description	Security	Supervisor	Gua	Arm	
No		Officer		Guards (gentleman)	Guards (Lady)	Guards
1	Basic Wages(BW) plus Variable Dearness Allowance(VDA)	C				
2	Allowances (uniform outfit and washing) % BW plus DVA	N S O				
3	Employees State Insurance (E S I) % of BW plus DVA	L I				
4	Employees Provident Fund (E P F) % of BW plus DVA	D A T				
5	Employees Deposit Linked Insurance (EDPL) % BW plus DVA	E D				
5	Sub Total					
6	Weekly off wages % of sub total at sl.no.5	Not Applicable				
7	Total cost per head					
8	Service charge % per head					
9	Sum Total Sum of 7 & 8					
11	Service Tax % of Sum Total at Sl.no.9					
12	Final Total					

Place : Date :

Signature with seal of the Agency

## TERMS & CONDITIONS TO BE OBSERVED BY THE SUCCESSFUL BIDDER

- Bengal Engineering and Science University, Shibpur (BESUS) has a campus spread over 121 acres. There are 15 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 University 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 1<sup>st</sup> gate, 2<sup>nd</sup> gate and 3<sup>rd</sup> gate.
- BESUS, would like to engage a qualified Security Agency, reputed for managing security services in educational institutions and government organizations/PSUs etc., preferably with ISO 9000 certification, backed by sound manpower, technical infrastructure and financial capability, operating the business for a minimum period of one year, extendable upto three years on year-to-year basis, based on half yearly evaluation of satisfactory services.

Category	No of persons required
Security Guard (Lady)	06
Security Guard (Gentleman)	67
Security Supervisor	03
Security Officer	01

3. Approximate Nos. of private security personnel to be required at present : 77

The number of Security staff deputed by the agency may change from time to time as per requirement of the University to be communicated through written order only.

- 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 BESUS. 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. BESUS may extend the duration of contract for a further period of two years on half-yearly basis, on the same terms & conditions, based on performance of the Agency. However, BESUS reserves the right to terminate the contract by giving one-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 University. 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 contract or runs away during the middle of 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 its 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 showing deposit under appropriate Head of Account ) are to be attached along with the Bill. Normally payments will be made within 30 (thirty) days after submission of proper bills. 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 Registrar, Bengal Engineering and Science University, Shibpur.
- 8. Obligations of the Agency, including payment of minimum wages: The rates quoted for Security Guard and Security Supervisor should not be less than the wages prescribed under the Minimum Wages prescribed by (including Basic Pay, DA, TA, ESI, EPF and any other allowances, leave benefits, statutory levies and compliances) Directorate of Resettlement of Defence, Government of India, West Block IV RK Puram, New Delhi-110066 for Area A. Revision in minimum wages, EDIL and Administrative charges etc., during the currency of the contract and proportionate increase, if any shall be reviewed and allowed accordingly. A copy of the letter of revision of minimum wages w.e.f. 1.10.11 is enclosed for reference. Annexure-VII. The essential qualification, experience and consolidated pay for Security Officer will be as follows:
  - (a) For Ex-Service Man
    - (i) Graduate from recognized University
    - (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 01.12.2012
  - (b) For Others
    - (i) Master Degree from a recognized University
    - (ii) Should have 05 years of experience as Security Officer in any reputed organization
    - (iii) Age limit below 45 years

And its consolidated pay of the Security Officer will be Rs. 30,000/- per month

9. Tax will be admitted as per the Gol orders. 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. BESU will not have any liability what-so-ever, concerning the persons deployed by the Agency for

security job. The Agency shall keep BESUS indemnified against all losses or damages of liability arising out of or imposed in the course of employment of such person. BESUS 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 Directorate of Resettlement of Defense, 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/s 194 C), 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 mandays, which ever 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 overtime is permitted.
- 13. If the Institute wants to increase the manpower 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.
- 14. 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 BESUS 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 BESUS of having complied with their statutory obligations.
- 15. Nothing prevents BESUS to recover from the monthly bills of the Agency or pay any amount to a workman employed by the Agency in providing welfare or health amenities required to be provided under its general obligation, without prejudice to its rights and BESUS 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 BESUS regarding the amount actually recoverable from the Agency as stated above shall be final and binding on the Agency.

- 16. It will be the responsibility of the Agency to obtain separate code (identification number) for deposit of EPF dues, with the concerned PF 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 licence/ sniffer dogs/ environmental and any other licenses /approvals /issues etc.
- 17. 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 pinpoint the responsibility, the decision of the Competent Authority of BESU will be final and binding on both parties.
- 18. It shall be binding on the Agency and their staff that, during their association with BESUS 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 BESU.
- 19. Leave Relief: No person shall be sent on leave unless cleared by the Assistant Registrar (in charge of security), BESUS. In all such cases, relief will be positioned prior to sending the personnel to leave.
- 20. The Agency shall be solely responsible for all acts of commission and / or omission on the part of their security personnel posted at the BESUS.
- 21. The Agency shall immediately notify BESUS 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, notwithstanding what is contained in this Agreement; BESUS authority may at its sole discretion terminate this Agreement forthwith.
- 22. Accommodation will be provided to the Security Agency by the institute at different demarcated places, with normal facilities of water supply and electricity.
- 23. Senior officer of the Agency not below the rank of Branch / Zonal Manager will liaise with Assistant Registrar of Institute or any representative of the Security Section, in connection with security arrangement.

- 24. Institute will not be responsible for 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 BESU in BESU Hospital
- 25. The deployment of security guards, round the clock and per shift/point will be decided in consultation with Assistant Registrar (in Charge) as per the requirements from time to time.
- 26. The security personnel posted at the BESUS 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.
- 27. 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 BESU property including material, cargo and machinery. Any theft, pilferages or damages to cargo, property, machinery, equipment, etc, entrusted to BESU or in BESU custody or within BESU 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 Vice Chancellor in this regard will be full and final.
- 28. 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 Assistant Registrar (in charge of security), BESUS.
- 29. The Agency shall Ensure that all security guards posted at BESUS 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 Registrar/Vice Chancellor at its own discretion impose a penalty of such amount on the Agency which may not exceed Rs. 25,000/- for every such incident.
- 30. The Agency shall submit to BESUS 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.
- 31. The Agency shall give his employees neat and clean uniforms for summer and winter seasons at no extra cost to BESU and ensure that all his employees wear laminated Photo-Identity Cards issued by him/ BESU at Agency's cost. All security men posted at BESU 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.

- 32. The Assistant Registrar (in charge of security)/ Deputy Registrar shall be at liberty to object to and require the Agency to remove forthwith from BESU any person employed by them if, in the opinion of BESU 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.
- 33. 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 University 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.
- 34. 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 BESUS will not be responsible for the same in any way.
- 35. 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 Bengal Engineering and Science University, Shibpur shall also have, without prejudice to other rights and remedies, the right to terminate the contract without assigning any reason by giving 1 (one) month's notice in writing to the selected Security Agency. In the event of such premature termination of contract the refund of security deposit will be decided at the sole discretion of the University Authority. The Security Agency shall not be entitled to any compensation by reason of such termination. The decision of the Bengal Engineering and Science University, Shibpur under this clause shall be final, conclusive and binding on the selected agency and shall not be called into question.

#### 2112/SA/MINIMUM WAGES/EMP DIRECTORATE GENERAL OF RESETTLEMENT MINISTRY OF DEFENCE, GOVERNMENT OF INDIA, WEST BLOCK IV RK PURAM, NEW DELHI 110066



25 Oct 2011

CONSEQUENT TO REVISION OF MINIMUM WAGES BY MINISTRY OF LABOUR AND EMPLOYMENT, GOVERNMENT OF INDIA, FOR EMPLOYMENT OF PERSONNEL OF THE CENTRAL SPHERE, FOR WATCH AND WARD DUTIES. THE UNDERMENTIONED MINIMUM WAGES WILL BE PAID TO ALL GUARDS & SUPERVISOR EMPLOYED BY DGR SPONSORED SECURITY AGENCIES / COMPANIES / CORPORATIONS THROUGHOUT THE COUNTRY WITH EFFECT FROM 01 OCT 2011.

NOTICE OF REVISION OF MINIMUM WAGES W.E.F. 01 OCT 2011

(	(AHMEDABAD(UA), BANGAL HYDERABAD(UA), KANPUR	URU(UA), KOLKATA(UA),	ENNAI(UA)	NAGPUR(U		
-		Percentage (This is to	JA & SECUI	1		
<u>51.</u> No	Description	be read in conjunction with latest rules / acts / regulations and polices promulgated by Competent Government Authority	<u>Security</u> <u>Guard</u> (without arms)	Security Guard (with arms) / Gunman	Supervis or (one per 15 Security Guard)	<u>Remarks</u>
(a)	(a) Basic Wages (BW) plus Variable Dearness Allowance (VDA).			7358	9984	
(b)	Employees State Insurance (ESI)	4.75% of Basic plus VDA	316.15	349.51	474.24	
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA	798.72	882.96	1198.08	
(d)	Employees Deposit linked Insurance (EDLI)	0.5 % of Basic plus VDA	33.28	36.79	49.92	
(e)	Administrative Charges	1.11 % of Basic plus VDA	73.88	81.67	110.82	
(f)	House Rent Allowance (HRA)	30 % of Basic plus VDA	1996.80	2207.40	2995.20	
(g)	ESI on HRA	4.75% of HRA	94.85	104.85	142.27	1
(h)	Bonus(ref notes)	8.33% of Rs 3500/= (lower limit)	291.55**	291.55**	291.55**	** The lower limit amount has been reflected
(i)	Uniform Outfit Allowance (ref notes)	7% of Basic plus VDA	465.92	515.06	698.88	
(j)	Uniform Washing Allowance	3% of Basic plus VDA	199.68	220.74	299.52	
(k)	TOTAL	Sum of (a) to (j)	şş	\$\$	\$\$	\$\$ - To be calculated as applicable
(1)	Weekly Off / National Holidays / Other Holidays	28.98% of Total at serial (k)##	\$S	\$\$	\$\$	##Additional number of ESM to be employed as leave relief (where applicable) \$\$ - To be calculated as applicable
(m)	Total Cost Per Head	Sum of (k) and (l)	\$\$	\$\$	\$\$	\$\$ - To be calculated as
(n)	Service Charge	Negotiable not less than 14 % of Total Cost per Head	\$\$	\$\$	\$\$	applicable
(0)	Sum Total	Sum of (m) and (n)	\$5	\$\$	\$\$	
(p)	Service Tax	10.30 % of Sum Total	\$5	\$\$	\$\$	
(q)	Final Total	Sum of (o) and (o)	\$5	\$\$	5\$	7

Ante se Climate State Contra d'Reserve -2 Ministry of Detonoo

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Subhash Gathyi Commodore Principal Director (Employment) Directorate Ogneral Resettio Miniscy of Defence, New Delhi-110056

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#### BENGAL ENGINEERING AND SCIENCE UNIVERSITY SHIBPUR, HOWRAH-711103 ANNEXURE-VII

### Deployment of Security Personnel per day in three shifts

POST	LOCATION	CATEGORY	0600 HRS	1400 HRS	2200 HRS	GEN SHIFT	PERSONS
NO			1400 HRS	2200 HRS	0600 HRS	1000H-1800H	REQIRED
1	GATE NO 1	PRIVATE SECURITY	2	2	2	x	6
2	GATE NO 2	PRIVATE SECURITY	2	2	2	x	6
3	GATE NO 3	PRIVATE SECURITY	1	х	x	X	1
4	BACK SIDE OF THE DOWNING BUILDING	PRIVATE SECURITY	х	х	1	х	1
5	NEEM JHEEL AND DOWNING BUILDING	PRIVATE SECURITY	1	1	1	X	3
6	IN BETWEEN HOSTEL NO- 8 & 9	PRIVATE SECURITY	1	1	1	х	3
7	NEW LADIES HOSTEL (LADY GUARD)	PRIVATE SECURITY	1 .	1	1	X	3
8	HEATON HALL	PRIVATE SECURITY	1	1	1	X	3
9	PANDYA HALL (LADY GUARD)	PRIVATE SECURITY	1	1	1	х	3
10	VC BANGLOW	BESU SECURITY	1	1	1	х	3
11	3 PT. JUNCTION NEAR SWIMMING POOL	PRIVATE SECURITY	1	1	1	X	3
12	3 PT. JUNCTION NEAR MODEL SCHOOL	PRIVATE SECURITY	1	1	1	X	3
13	8TH ST ACADEMIC BUILDING (VC OFFICE)	PRIVATE SECURITY	x	x	х	1	1
14	8TH ST ACA BUILDING & CENT KEY BOARD (1ST LOBBY)	BESU SECURITY	1	1	1	x	3
15	8TH ST ACADEMIC CUM ADMIN BUILDING (2ND LOBBY)	PRIVATE SECURITY	x	x	х	1	1
16	8TH ST ACADEMIC CUM ADMIN BUILDING (BASEMENT)	PRIVATE SECURITY	1	1	х	х	2
17	8TH ST ACADEMIC CUM ADMIN BUILDING (5TH FLOOR)	PRIVATE SECURITY	х	x	x	1	1
18	UPCOMING 8TH ST BUILDING (3RD LOBBY)	PRIVATE SECURITY	1	1	1	х	3
19	3 PT. JUNCTION NEAR MILLENIUM PARK	PRIVATE SECURITY	1	1	1	Х	3
20	3 PT. JUNCTION NEAR JUNK YARD/LIBRARY	PRIVATE SECURITY	1	1	1	х	3
21	3 PT. JUNCTION IN BETWEEN BK & D-TYPE QTRS	PRIVATE SECURITY	1	1	1	X	3
22	WATER TANK BEHIND HOSTEL NO-16	PRIVATE SECURITY	1	1	1	X	3
23	NORTH EAST CORNER OF LORDS GROUND	PRIVATE SECURITY	1	1	1	х	3
24	NETAJI BHAVAN AND LADIES CANTEEN	PRIVATE SECURITY	1	1	1	х	3
25	<b>3 PT. JUNCTION OPPOSITE GUEST HOUSE</b>	PRIVATE SECURITY	1	1	1	х	3
26	INST HALL LANE FROM MININIG TO DASTUR	PRIVATE SECURITY	1	1	1	X	3
27	1ST LOBBY MAIN BUILDING AND KEY BOARD	BESU SECURITY	1	1	1	х	3
28	2ND LOBBY MAIN BUILDING	PRIVATE SECURITY	1	1	x	X	2
29	BACK SIDE OF THE MAIN BUILDING	PRIVATE SECURITY	x	x	1	X	1
30	CIVIL CONCRETE LAB LEADING TO SW OFFICE	PRIVATE SECURITY	1	1	1	х	3
32	PRIVATE SECURITY SUPERVISOR (including roving duty)	PRIVATE SECURITY	1	1	1	х	3
33	BESU SUPERVISOR (including roving duty)	BESU SECURITY	X	X	x	2	2
35	SECURITY OFFICER	PRIVATE SECURITY	x	x	x	1	1
	TOTAL		28	27	27	6	88

**BESUS SECURITY = 11** 

PRIVATE SECURITY = 77 {S/G(M)- 67, S/G(L)-06, S/S(M)-03 & SECURITY OFFICER-01)