



INDIAN ASSOCIATION FOR THE CULTIVATION OF SCIENCE  
2A & 2B Raja S C Mullick Road, Jadavpur, Kolkata-700032

**TENDER NOTICE**

**NIT No. : IACS/ Security / 2018-19 /001**

**Dated: 10/08/2018**

1. Sealed tenders in **two bid** system i.e. **Technical** and **Financial bids**, are invited from the registered, bonafide, experienced and financially sound Security Agencies, holding valid license under Contract labour (Regulation and Abolition) Act-1970 and appropriate Govt. Securities Act, for providing **Security** by **exclusively** deploying **Ex-Servicemen/Ex-Para Military Personnel** at IACS Campus, 2A & 2B , Raja S.C. Mullick Road, Jadavpur, Kolkata –700032, on work contract basis as per the terms and conditions laid down by this Institute.
2. Tender document may be downloaded from the IACS web site <[www.iacs.res.in/tender](http://www.iacs.res.in/tender)> from the date of publication of this NIT up to **31/08/2018**. **No tender document will be sold by IACS.**
3. **Tender Document Fee: Rs. 1000/- (Non refundable)** in the form of DD in favour of “INDIAN ASSOCIATION FOR THE CULTIVATION OF SCIENCE” payable at Kolkata, to be kept in the envelope of **Technical Bid**. Tender without Tender fee will be summarily rejected.
4. The bidder has to submit a declaration on the Company's letterhead that no amendments have been made in the tender document downloaded from IACS website, at the time of submission of the tender document.
5. **Estimated cost of Rs. 2, 00, 00,000/-(Rupees Two Crore)**
6. Sealed tenders in the prescribed format, complete in all respect duly accompanied with Earnest Money Deposit **(EMD) of Rs. 8,00,000/- (Rupees Eight Lakh only)** in the form of Demand Draft/Pay Order/Banker's Cheque on any Scheduled Bank drawn in favour of "**Indian Association for the Cultivation of Science**" payable at Kolkata, addressed to the **Registrar, Indian Association for the Cultivation of Science, 2A & 2B Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032** and **dropped in the tender box available in the office of the Registrar** on or before the scheduled date & time specified below:-

|                                                                  |                                                                                                                                                                                                                                   |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tender Notice No.</b>                                         | <b>IACS/Security/2018-19/001 Dated 10/08/2018</b>                                                                                                                                                                                 |
| <b>Last date and time of submission of tender</b>                | <b>10 /09/2018 up to 02.00 PM</b>                                                                                                                                                                                                 |
| <b>Pre-bid meeting</b>                                           | <b>23/08/2018 at 3.00 PM in SN Bose Hall<br/>(Interested bidders to participate)</b>                                                                                                                                              |
| <b>Date and time of opening of tender<br/>( Technical Bids )</b> | <b>10 /09/2018 at 03.00 PM in SN Bose Hall</b>                                                                                                                                                                                    |
| <b>Date and time of opening of tender<br/>( Financial Bids )</b> | Financial Bids of technically qualified bidders will be opened only. The date & time of opening of Financial Bids will be communicated to the technically qualified bidders through e-mail. Rest of the bids will stand rejected. |

**\* Technical Bids will be opened first in the presence of the intending bidders/their authorized representatives who choose to be present.**

7. Incomplete & Conditional tenders including tenders without accompanied EMD & Cost of Tender papers and tenders received after the due date & time will be summarily rejected without assigning any reasons thereof.
8. In the event of date being declared a closed holiday, the due date for submission of bids and opening of technical bids will take place in the next working day at the appointed time.
9. Financial Bids of technically qualified bidders will be opened only. The date & time of opening of Financial Bids will be communicated to the technically qualified bidders through e-mail. Rest of the bids will stand rejected.

10. **Performance Guarantee:** The agency selected for award of the contract will be required to furnish a **Security Deposit** of **Rs. 14, 00,000/- (Rupees Fourteen Lakh only)** in the form of **Performance Bank Guarantee (PBG)** from a nationalized bank in favour of '**Indian Association for the Cultivation of Science**', **Kolkata**, at their own cost so that IACS may adjust any claim arising out at times during the course of this contract. The Bank Guarantee should be valid for a period of three months beyond the date of completion of the contract. In case of extension of contract accorded later, the Bank Guarantee will be revised accordingly. However, the amount of EMD of **Rs. 8, 00,000/- (Rupees Eight Lakh)** would be adjusted against the **Performance Bank Guarantee (PBG)** balance amount would be accepted in the form of Bank Guarantee. The PBG of requisite amount as stated above will be required to be submitted within 15 days from the date of Letter of Acceptance/work order before entering into an agreement with IACS for the said work.
11. The format of the technical bid is given in the Appendix-I.
12. Bidders are liable to abide by all the terms and conditions of the Tender documents.
13. The Director, IACS reserves the right not to accept the **lowest offer**. He also reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding on the bidders.

**ACTING REGISTRAR**



**INDIAN ASSOCIATION FOR THE CULTIVATION OF SCIENCE**  
**2A & 2B Raja S C Mullick Road**  
**Jadavpur, Kolkata-700032**

**ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE TENDER**

1. The bidders should be in the similar line of business for at least **ten** years.
2. The security agency should have sufficient manpower, experience, expertise and credentials in providing security in Research Institutes/Government Organizations/PSU or Semi-Government Organization/s.
3. The security agency must have sufficient Ex-Servicemen/Ex-Para Military Personnel in reserve pool as Security Guards and Ex-JCO or equivalent rank as Security Supervisor and should be physically and mentally fit duly provided with all essential instruments/appliances etc. as may be required to carry out their duties. The Lady Security Guard need not be essentially from the Defense Services, but preferably experienced enough from such fields.
4. The security agency should have professional ability to provide emergent services in case of eventuality of any kind.
5. A security agency should have Trade License for undertaking the job.
6. The agency's empanelment with the office of the Director General (Resettlement) is desirable.
7. **The agency should possess license from the appropriate authority under the Private Security Agencies (Regulation) Act, 2005.**
8. The security agency should possess licenses in Form VI issued by State/Central Government.
9. The agency must have security service license from the Home Department of the respective State Govt. or from Central Govt.
10. The security agency should possess Certificate of Registration with the Registrar of Companies under the Companies Act, 1956 and should possess valid Corporate Identity card.
11. The security agency should have the Registration certificate of their registration with the Labour Department of the Central Govt.
12. The security agency should possess various other valid licenses as may be required for running their business, from the appropriate authority (i.e. from various offices of State Govt. or Central Govt. as may be applicable).
13. The security agency must have experience of executing one single order of supply of at least hundred (100) numbers of security personnel/s rendering the security services.
14. The security agency should have valid PAN, TAN, ESI, EPF, GST, Professional Tax registration Nos.
15. The security agency must have proof of Income Tax return.
16. The security agency must have their Balance sheet audited.
17. The security agency should have a solvency certificate of an amount not less than Rs. **14,00,000/- (Rupees Fourteen lakhs)** issued by a nationalized bank.
18. The security agency should have its registered/well established office(s) in Kolkata.
19. The agency should **not have been blacklisted** by any Government or semi-Government organization.



**INSTRUCTIONS/GUIDELINES FOR TENDERERS**

1. The format of Technical Bid is enclosed as Appendix-I.
2. A copy of the Scope of work/contract and terms and conditions is enclosed as Appendix-II.
3. The Technical Bid (Appendix-I) should be accompanied with Appendix-III (Affidavit showing that the company has never been blacklisted by any Government or semi-Government organization), Check-list and documentary evidences (see **ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE TENDER**) in sealed cover. The envelope should be marked as **“Technical Bid”**.
4. Tender should accompany client's list with period of service rendered, details of contact person (e.g. Mobile/Phone No. email Id etc.) as proof of credentials.
5. Duly attested photocopies (by Group ‘A’ Gazetted officers of Government of India or Class-I Officers of State Government) of proof in respect of the **ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE TENDER** should be submitted along with part-I i.e. Technical Bid of the tender without which the entire tender will be summarily rejected. The original documents in respect of these documents should be shown to the IACS before opening of part-II i.e. Financial Bid of the tender, if required.
6. The rates of minimum wages as notified by the Chief Labour Commissioner (C), New Delhi, Ministry of Labour and Employment, Government of India and as per the Contract Labour Act, Govt. of India have already been provided in the Financial Bid (Appendix IV). Bidders are required to complete the remaining parts of the Financial Bid.
7. A comprehensive proposal confirming these, giving details about the agency and its personnel, copies of credentials in respect of their experience in similar work is required to be submitted along with the tender with break-up of rates quoted.
8. The rates should be filled in the Price Bid format (Appendix-IV) in another sealed cover. The envelope should be marked as **“Price Bid”**.
9. The Technical Bid and the Price Bid should then be put in an envelope and sealed and super scribed with the **tender no. and due date**. Infringement of these conditions shall render the tender to be rejected.
10. Tender should accompany a declaration on the Company's letterhead that no alterations have been made in the tender document downloaded from IACS website, at the time of submission of the tender.
11. **EACH PAGE OF THE TENDER DOCUMENT MUST BE SIGNED BY THE TENDERER WITH RUBBER STAMP OF THE AGENCY AFFIXED ON EACH PAGE.**
12. Unsealed, conditional/telegraphic/fax tenders and tenders without **Earnest Money Deposit Rs. 8, 00,000/-** (Rupees Eight Lakh only) or not on the prescribed form shall be **rejected**.
13. Rates offered should be mentioned both in figures as well as in words duly typed or legibly handwritten.
14. The Technical Bid will be opened at **03.00 PM** on **10/09/2018** in the presence of the intending bidders or their authorized representatives who may wish to be present.
15. In case the date of receipt or opening of tenders is declared as holiday then the date of receipt/opening of the tender will be the next working day at the appointed time.

16. **Amendments, if any, in the tender will be notified in the institute's website. Prospective bidders are advised to make regular visit to the IACS website ([www.iacs.res.in/tender](http://www.iacs.res.in/tender)) for observing the day to day development/Amendments (if any) against the referred NIT.**
17. Tender submitted should remain valid at least for three months from the date of opening of the tender (Technical Bid).
18. A committee/consultants appointed by the competent authority shall screen the Tender documents and scrutinize for the security agency's conformity to be laid down Prerequisites/General conditions.
19. To assist the examination, evaluation and comparison of Bids, the committee/consultant may at its discretion, ask the Bidder for clarification of the Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
20. **The Director, IACS reserves the right to accept or reject any or all the tenders without assigning any reason and also to impose/relax any term and condition of the tender in the interest of IACS.**
21. The successful bidder has to enter into an Agreement with IACS detailing all the terms and conditions of contract within 15 (Fifteen) days from the date of award of the tender, failing which the offer may be considered/liabled to be cancelled. The draft format of the Agreement is given at Appendix-V.
22. The Agency shall not be allowed to sub-contract any part of the contract.

## CHECK LIST

**Please tick –**

|     |                                                                                                                                                                     |                              |                             |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1.  | Whether the proof of the Registration of the Agency with the Registrar of Companies under the Companies Act, 1956 enclosed                                          | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 2.  | Whether the proof of the License(s) in Form VI issued by State/Central Govt enclosed                                                                                | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 3.  | Whether Corporate Identity Card Enclosed                                                                                                                            | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 4.  | Whether copy of GST registration enclosed                                                                                                                           | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 5.  | Whether copies of the documents related to the following have been enclosed:-                                                                                       |                              |                             |
|     | (i) PAN, TAN                                                                                                                                                        | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
|     | (ii) ESI                                                                                                                                                            | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
|     | (iii) EPF                                                                                                                                                           | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
|     | (iv) Professional Tax registration                                                                                                                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 6.  | Whether copy of registration with the Labour Department enclosed                                                                                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 7.  | Whether copy of proof of their registration with the Police authorities/Ministry of Home affairs, enclosed                                                          | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 8.  | Whether copy of valid license for running the security agency enclosed                                                                                              | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 9.  | Whether recent client List enclosed                                                                                                                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 10. | Whether declaration on the Company's letter head enclosed stating that no alteration/amendments have been made in the tender documents downloaded from the website. | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 11. | Whether copy of audited Balance sheet enclosed                                                                                                                      | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 12. | Whether copies of the Income Tax Return (last 5 years) enclosed                                                                                                     | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 13. | Whether rates of minimum wages quoted                                                                                                                               | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 14. | Whether all pages of the tender document signed                                                                                                                     | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 15. | Whether EMD of <b>Rs. 8,00,000/- (Rupees Eight Lakh)</b> - enclosed                                                                                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 16. | Whether solvency certificate of Rs. <b>14,00,000/- (Rupees Fourteen Lakh)</b> enclosed                                                                              | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 17. | Whether copy of Trade License issued by the State Government enclosed                                                                                               | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |
| 18. | Whether copy of security service license under Home Department enclosed                                                                                             | <input type="checkbox"/> Yes | <input type="checkbox"/> NO |

**Place:**

**Signature of the Tenderer :**

**Date:**

**Rubber stamp of the Agency:**



INDIAN ASSOCIATION FOR THE CULTIVATION OF SCIENCE  
2A & B Raja SC Mullick Road, Jadavpur, Kolkata-700032

**APPENDIX-I**

**TECHNICAL BID**

**FOR ROUND-THE-CLOCK-SECURITY AT IACS CAMPUS**

| Sl. No. | PARTICULARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | FILL IN THE DETAILS |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1.      | Name of the Organization/Agency, location of registered office with complete address with Telephone/ Fax nos. and e-mail id                                                                                                                                                                                                                                                                                                                                                                                              |                     |
| 2.      | Whether the organization is Private/ Public Sector Undertaking/Sole Proprietor/ Partnership/Cooperative Society etc. Documentary proof to be attached, (In case of the Agency other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender be attached).                                                                                                                                         |                     |
| 3.      | Standing in business (date of establishment)                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| 4.      | Name, designation, address, telephone no. (office & residence), FAX no., mobile no. and email id of the designated person of the agency dealing with the tender                                                                                                                                                                                                                                                                                                                                                          |                     |
| 5.      | Does the Agency have any experience of providing Security Services in a single contract with any Autonomous Body/ Research Institute/ Government Organization where the minimum number of persons deployed was more than 60 in the last five years? If yes, submit names of minimum last three (3) organizations(s) along with a certificate certifying that the applicant Agency has executed a contract satisfactorily, where 60 or more than 60 Security personnel (including Fire fighting personnel) were deployed. |                     |
| 6.      | Details of Annual Turn Over for the last five years.(documentary evidences/audited balance sheet to be provided)                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
| 7.      | PAN/TAN No.<br>(Attach documentary proof)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |
| 8.      | Mention the Company's Registration No. under Companies Act 1956 and name of the office of the authority with whom registered.<br>(Attach documentary proof).                                                                                                                                                                                                                                                                                                                                                             |                     |
| 9.      | EPF Registration No.<br>(Attach documentary proof)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |

|     |                                                                                                                                             |                 |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 10. | ESI Registration No.<br>(Attach documentary proof)                                                                                          |                 |
| 11. | Details of labour licence No.<br>(Attach documentary proof)                                                                                 |                 |
| 12. | Details of GST Registration No.<br>(Attach documentary proof)                                                                               |                 |
| 13. | Details of Professional Tax Registration No.<br>(Attach documentary proof)                                                                  |                 |
| 14. | Details of Registration with Police authorities<br>(Attach documentary proof) i.e. Form- VI                                                 |                 |
| 15. | Details of Registration with Director General<br>of Resettlement/Ministry of Defense, if any.<br>(Attach documentary proof).                |                 |
| 16. | Details of EMD of <b>Rs. 8,00,000/-</b> (Rupees Eight Lakh)<br>(DD./Pay order/ Banker's cheque no, date, & bank details)                    |                 |
| 17. | Details of solvency certificate for Rs. <b>14,00,000/- (Rupees Fourteen Lakh)</b> .<br>(Bank details, validity etc.).                       |                 |
| 18. | No. of Ex-Service man/Ex-Para Military Personnel/Ex-Policemen in their force                                                                |                 |
| 19. | No. of JCOs or equivalent ranks in their force                                                                                              |                 |
| 20. | No. of Lady Security Guards in their force                                                                                                  |                 |
| 21. | List of Client with name, telephone no., mobile no. email id<br>of the contact person of the organization<br>(Please attach separate sheet) |                 |
| 22. | State whether minimum wages as prescribed by the Central<br>Government has been quoted in the price bid                                     | <b>Yes / No</b> |
| 23. | Any other relevant information.                                                                                                             |                 |

Place :  
Dated:

Signature of Tenderer  
(Name & Designation of the signatory)

Rubber Stamp of the Agency





PROVIDING ROUND THE CLOCK SECURITY AT IACS CAMPUS

**I. SCOPE OF WORK/CONTRACT**

The Security agency shall provide only Ex-Servicemen/Ex-Para Military Personnel/Ex-Policemen(except Lady Security Guards) as Security Guards and Ex-JCO or equivalent rank as Security Supervisors in such numbers as may be required by IACS from time to time **for protection** of:-

- i) Land, buildings, fittings and fixtures therein; plant & machineries, equipments installed (including outdoor), office records, moveable and immovable items in the IACS Campus.
- ii) Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. in the IACS and fresh additions/installations in the IACS from time to time during the contract period.
- iii) Manning and Security of Gates, posts and patrolling beats.
- iv) To permit the entry of Officers, Staff, Scholars and students of IACS after verifying their identity.
- v) To permit the entry of visitors only after confirming from the designated officers/staff of IACS. A visitor's pass is required to be created with detailing of the visitor, purpose of visit and the officer/staff with whom he/she is required to meet.
- vi) To permit Government employees of other departments having pass issued by Security Officer/ Registrar or other authorized officer of IACS after verifying authenticity/certificate from their office that they are required to perform duties in the premises of the IACS.
- vii) To permit entry of the official vehicles of the IACS and Private vehicles of the officers / staff of the IACS after ensuring that only authorized persons are inside the vehicle.
- viii) To permit entry of private vehicles bringing materials/stores for IACS only after confirming from the designated officers/office/staff of IACS that the entry is for official purposes.
- ix) To make a temporary pass for the outside officers/staff not having the Identity Card after consulting the designated officers of IACS.
- x) To ensure entry of Officers/Staff during the Holidays and beyond working hours against the specific permission of the Competent Authority.
- xi) Security persons will be responsible to maintain a record of the incoming and outgoing of Staff cars in working days and in holidays. A register would be maintained for entry of the Officers/staff coming to office during holidays.
- xii) Examination of the Gate passes for stores/materials going out of the premises.
- xiii) To rescue/assist people entrapped during emergency situation (fire, water)
- xiv) At least four persons should be qualified/ trained on **Fire Safety (including chemical fire)** among the Security personnel in each shift. These persons should be able to identify the potential Fire hazards and notify it to the higher authority. In case of Fire outbreak, it is the responsibility of all the Security Guards/ Supervisors to take immediate action/assist for extinguishing the Fire, at the earliest.
- xv) Personnel with swimming proficiency are desirable.

xvi) The deployment of Security personnel at IACS Campus, at **2A & 2B Raja S.C. Mullick Road, Jadavpur, Kolkata-700032** for round the clock duty will be as follows. The no. of Security Guards may, however, vary as per requirement of IACS.

- |                         |                            |
|-------------------------|----------------------------|
| 1) Security Supervisors | : <b>04</b> (Four)         |
| 2) Security Guards      | : <b>47</b> (Fourty Seven) |
| 3) Lady Security Guards | : <b>07</b> (Seven)        |
| 4) <b>TOTAL</b>         | : <b>58</b> (Fifty Eight)  |

*\* The numbers given are inclusive of the relievers. The nos. of Guards may increase on the discretion and requirement of IACS authority.*

xvii) No part of the land i.e. IACS Campus at 2 A &2 B, Raja S.C Mullick Road, Jadavpur, Kolkata –700032, is trespassed, encroached or squatted upon or suffer from any unauthorized occupation or use.

xviii) To report about irregularities against the interest of the IACS to the Security Officer/Registrar of IACS or his authorized representative from time to time.

## II. DEFINITIONS

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to except where the context otherwise requires:

- i) IACS shall mean Indian Association for the Cultivation of Science having its offices and establishments in the 9.33 acres land at 2A & 2B, Raja S.C. Mullick Road, Jadavpur, Kolkata – 700032.
- ii) **Contract** shall mean the notice inviting tender and document, the tender and acceptance thereof and the formal agreement, if any executed between IACS and the Agency together with the documents referred to therein including these conditions with appendices and special conditions, rates and amounts and schedules of rates including all revisions, additions and deletions. All these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

## III. SUB-CONTRACTING/SUB-LETTING

The Agency shall not be allowed to sub-contract, sub-let, transfer or assign the contract or any part of the contract to other party. In the event of the agency contravening this condition, IACS shall be entitled to terminate the contract. In such case the EMD of the selected agency shall be forfeited.

## IV. PERIOD OF CONTRACT

The contract shall be initially for a period of **ONE YEAR** only. The contract may be renewed for a maximum period of **4(Four Years)** on year-to-year basis subject to satisfactory performance of services and compliance of “TERMS AND CONDITIONS OF THE AGREEMENT BY THE AGENCY”.

## V. GENERAL TERMS AND CONDITIONS

### 1. Registration/execution of the agreement:

The successful bidder shall be required to execute an agreement on the format approved and supplied by IACS on stamp papers of appropriate value to be registered with the Sub-Registrar, Kolkata, at the cost of the agency.

### 2. Earnest Money Deposit/Security Deposit:

- (i) A sum of **Rs.8, 00,000/-** (RupeesEight Lakh) should be submitted as Earnest Money Deposit (EMD) along with the Technical Bid in the form of Demand Draft valid for 3 months beyond the date of opening of tender, from a Nationalized/scheduled bank drawn in favour of “**Indian Association for the Cultivation of Science**”, payable at SBI, Jadavpur University Branch, Kolkata-32. The earnest money will be forfeited if the tenderer withdraws their tender within the validity period of the offer as per terms of the CPWD Works Manual 2014.

(ii) The selected Agency shall furnish a Bank Guarantee of value equivalent to **Rs. 14,00,000/- (Rupees Fourteen Lakh )** only from any scheduled bank in favour of “**Indian Association for the Cultivation of Science**”, payable at Kolkata, at its own cost, so that IACS may adjust any claim arising out at any time during the course of this contract. The Bank Guarantee should be submitted within 7 (seven) days on receipt of the award of the contract. The Bank Guarantee should be valid for a period of **three** months beyond the period of contract (i.e. for fifteen months from the date of commencement of the work). The Bank Guarantee should be revalidated to cover the extended period of contract in case of extension of term of engagement.

### **3. Commencement of work:**

The Agency is required to commence the work **within 30 days** from the date of issue of the award of contract after having taken over the proper charge of security from the existing Agency. The work will commence **at 0600 Hrs** from the date on which the charge will be taken over.

### **6. Deployment of staff:**

(i) The Agency has to deploy **Forty Seven (47)** Security Guards, **Four (4)** Security Supervisors and **Seven (7)** Lady Security Guards. The Security Supervisors and Security Guards shall be deployed unfailingly in 8 hourly three shifts.

(ii) **The number of security guards may increase/decrease depending upon the requirement as assessed by IACS.** The list of all the security personals to be deployed by the selected Agency in IACS, containing their complete CV/required documents including photographs, residential address, photo ID, age, educational qualifications and service details shall be submitted to the Security Officer of IACS for approval before commencement of the contract. The Security Officer on behalf of IACS authority reserves the right to approve / disapprove any personnel. The Agency will keep the Security Officer updated with subsequent changes in the personnel deployment and also about their particulars immediately from time to time.

### **7. Formulation of mechanism and monthly duty/assignment chart:**

On taking over the responsibility of providing the aforesaid services, the Agency shall formulate the mechanism and monthly duty assignment chart to be displayed at the main gate security office of IACS with prior approval of the Security Officer of IACS. The Officer-in-Charge of the agency shall visit IACS premises and interact with the Security Officer for ensuring effective arrangement at his level and keep on reviewing his arrangements from time to time and take additional measures, if any and as required. He will further ensure that **No person** shall be deployed on **double duty** except in the emergent circumstances with the prior approval of the Security Officer. The Agency as well as the staff deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the Security Officer or any other officer authorized to do so by the Authority of IACS from time to time. Any dereliction from such obligation shall be considered as breach of the terms of the contract.

### **8. Determination of quality of work/services:**

The decision of the Authority of IACS or the Security Officer on behalf of the IACS authority with regard to the determining of quality of work/services done by the Agency shall be final and binding on the Agency. The Agency shall, therefore, rectify the defect so pointed out without any extra payment. IACS also reserves the rights to get the work/services so rejected done/replaced at its own level at the risk and cost of the Agency, after giving him a notice in writing, and the expenditure incurred on this account shall be recovered from the bills of the Agency or from his any other outstanding dues as he may deem proper.

### **9. Identification**

For the purpose of proper identification of the employees of the Agency deployed at various points, the Agency itself shall issue them complete Uniform and Identity cards at its own cost and they shall be bound to display the identity cards at the time of duty.

## **10. Uniform**

Wearing of neat and clean uniform by the staff deployed for duty in IACS shall be compulsory all the time.

## **11. Supervisory Control**

The persons of the Agency so deployed shall be under the overall control and supervision of Security Officer of IACS.

## **12. Surprise Check:**

The Security Officer or any other officer so authorized by the Security officer of IACS shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Agency in order to ensure that the required numbers of persons are deployed and that they are doing their duties properly.

## **13. Relationship between the employer and staff:**

The persons deployed by the Agency for the work shall be its employees for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and IACS, either implicitly or explicitly.

## **14. Medical Examination and Verification of antecedents:**

The Agency will ensure that its employees are medically fit and free from communicable disease. The antecedents of the persons to be provided by the Agency will be verified from the appropriate authority by the Agency at its own level within 3 months of their deployment and in case of any adverse reporting from the police immediate replacement will be made with the suitable personnel having good police record.

## **15. Raising of Bills:**

In order to ensure timely payment of wages to the staff, the monthly wage bills shall be raised by the Agency on the required format in vogue on the basis of original attendance-cum-work performance report got signed by the designated person of the agency and Security Officer or any other officer so authorized by the competent authority of IACS.

## **16. Payment of wages:**

The Agency shall ensure that all the employees get minimum wages as prescribed by the Office of the Labour Commissioner (C), New Delhi, Ministry of Labour and Employment, Govt. of India from time to time. The Agency will ensure that payment of wages to the contractual employees is made by the 7th of every month and wage slips are issued to every employee. The Agency shall disburse the wages of the employees deployed at IACS in the presence of the Security Officer or his authorized representative or make through electronic transfer (RTGS/NEFT) directly to their bank accounts and submit the details accordingly.

## **17. EPF/ESI/Bonus/Minimum wages:**

The Agency shall be responsible for fulfilling all its obligations towards the personnel deployed under law, namely, under the **Minimum Wages Act-1948, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act**, etc. as applicable and amended from time to time. The Agency shall be responsible for deposit of employee's and Principal Employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at its own level and maintenance of such record as per rules. F&AO of IACS will be consulted in this regard by the Agency. The Agency will be required to submit a copy of Challan/statement of the amount deposited on account of the statutory contributions of deployed employees within a month or with the bill claimed for the following month failing which the payment of administrative charges of the following month may be withheld by the Competent Authority.

## **18. GST/Any other tax:**

Service tax or any other tax (except income tax) payment as may be amended from time to time of which the liability is of the principal employer will be paid by IACS.

## **19. TDS:**

Income tax shall be deducted from the bills of the Agency at source at the rates as applicable from time to time, in accordance with the instructions/rules applicable in this regard.

## **20. Other mandatory responsibilities of the Agency:**

It is obligatory on the part of the Agency to fulfill its commitments towards its employees so deployed by it under the various Labour Laws. The Agency shall comply with or cause to be complied with the Agency's Labour Regulations or any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at its own cost. The Agency shall be solely responsible for violation of any provisions of the said Act or any other Act. The Agency shall not charge any amount from the contractual employees towards security deposit. The Agency shall issue employment cards containing terms and conditions of appointment to its employees to be deployed in the IACS.

**21. Emergency Services:** The Company will ensure immediate Fire management/Medical assistance in case of natural calamity/crowd control/handling of the media etc., failing which an appropriate compensation/penalty from the Performance Guarantee will be recovered. GCSC Committee of the Institute will fix the percentage of compensation/penalty on case to case basis.

## **22. Liability of the Agency to indemnify:**

The Agency shall keep IACS indemnified against any loss caused to the IACS's property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the Agency. Agency shall be responsible for payment of any loss caused to the property of IACS. In case any employee of the Agency so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the Agency concerned to contest the same.

## **23. Termination of the Contract:**

The contract may be terminated in the event of occurrences of any of the following contingencies:

- 1) Without any prior notice on the expiry of the contract period.
- 2) By giving **one month's** notice in case: -
  - i) The Agency consistently provides unsatisfactory services.
  - ii) The Agency assigns the contract or any part thereof to any other person for subletting the whole or a part of the contract.
  - iii) The Agency is declared insolvent by any court of law.
  - iv) The Agency is not interested to complete/continue the contract.
  - v) The contractor is black listed on previous occasions by any of the Institutes/Organizations.
  - vi) The work may also be terminated at any time without any prior intimation in the event of any activities adversely affecting the interest of IACS

**“Provided that during the notice period for termination of the contract, the Agency  
Shall be bound to continue to provide the services as before till the expiry of notice period.”**

## **24. Removal of staff on termination of contract**

It shall be the duty of the Agency to remove all the persons along with their personal belongings and instruments/appliances of the agency deployed by him, on termination of the contract and ensure that no person shall create any disruption/hindrances/problem of any nature to IACS.

## 25. Transfer of Liabilities:

In the event of exigencies arising due to the death, insolvency of the Agency or for any other reasons or circumstances, liabilities of the contract shall be borne by following the terms and conditions, as the Director, IACS may deem proper in the interest of IACS:

- 1) Legal heirs in case of sole proprietor.
- 2) The surviving partners in the case of Agency, otherwise, the Director, IACS shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

## 26. Jurisdiction

The courts at Kolkata only shall have the jurisdiction for the purpose of this agreement.

## 27. Arbitration

In case of any dispute arising between the successful bidder and IACS, the dispute shall be addressed as per the Indian Arbitration & Conciliation Act-1996.

## 28. Important dates

Closing time and date of receipt of tenders will be till **02.00 Noon** on **10/09/2018** Opening of Technical Bids at **03.00 PM on 10/09/2018**. Opening of Financial Bids of technically qualified tenders will be intimated in due course through email/phone.

## 29. Rates

Rate already quoted in the prescribed price bid format given at Appendix IV taking into account the notification issued by the Office of the Chief Labour Commissioner (C), New Delhi, Ministry of Labour and Employment, Govt. of India.

## 30. Submission of Tenders.

Sealed tenders are to be submitted in separate two parts i.e.:-

- 1) **Part-I** containing **Technical Bid** (Appendix I) in a sealed envelope and related documents as required along with :-
  - a) A DD of **Rs. 1000/-** (Rupees One Thousand) as Tender Fee –**Non refundable**
  - b) A DD of **Rs. 8,00,000/-** (Rupees Eight Lakh) as EMD,
  - c) A Solvency certificate of Rs. **14,00,000/- (Rupees Fourteen Lakh)**
  - d) Appendix-III.
- 2) **Part-II** containing **Price Bid** in the enclosed format (**Appendix-IV**) in a sealed envelope.

These two envelopes may be put in a single big envelope and superscripted with the tender no. and due date and addressed to “**The Registrar, IACS 2A & 2B, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032**”. It is the responsibility of the tenderer to ensure that their tenders are dropped in the **tender box available in the Office of the Registrar** or reach her by post or courier within the due date and time of submission. IACS will not be responsible for any postal delay in submission of tender or the tender is submitted in any area other than the office of the Registrar.

**30. Selection of Agency.**

- 1) Part-I i.e. Technical Bid will be opened first.
- 2) A designated committee/consultants appointed by the competent authority shall screen the Tender Documents for the Security Agency's conformity to the laid down Prerequisites/General Conditions.
- 3) Part-II of the Tender containing the 'Price Bids' of the Security Agency's who have fulfilled all the conditions laid down in the PREREQUISITIES and all the conditions (including the Demand Draft for Earnest Money) reflected in the General Conditions, will be opened.
- 4) 'Part-II' of the Tender containing the Financial Bid will not be opened in case the Security Agency does not fulfill the requirements laid down for 'Part-I' of the Tender. Such Tenders will be rejected.
- 5) The Institute is not bound to accept the lowest or any bid and may at any time, by notice to be given in the IACS website, terminate the tendering process.
- 6) The Director, IACS, in the interest of the Association reserves all rights to accept or reject any or all tenders without assigning any reason and also to impose/relax any term and condition of the tender.

**ACTING REGISTRAR**

**AFFIDAVIT**

I/We \_\_\_\_\_

\_\_\_\_\_  
Agency/Partner/Sole Proprietor (strike out word which is not applicable) of the (Agency)  
\_\_\_\_\_

Do hereby solemnly.....( Name of Agency) declare that this/these individual Agency/companies are neither black-listed by the Union or State Government nor any Partner/Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/our Agency.

**DEPONENT**

Address:\_\_\_\_\_ Verification:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed there from.

**DEPONENT**

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)



**DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID OF TENDER**

|     |                                                                                                                                            |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | A copy of the Registration of the Agency with the Registrar of Companies under the Companies Act 1956                                      |
| 2.  | A copy of the License(s) in Form VI issued by the State/Central Govt.                                                                      |
| 3.  | A copy of the Corporate Identity Card                                                                                                      |
| 4.  | A copy of each of PAN, TAN, ESI, EPF, GST & Professional Tax registration                                                                  |
| 5.  | A copy of the registration with the Labour Department                                                                                      |
| 6.  | A copy of the valid license for running the security agency                                                                                |
| 7.  | A copy of the recent list of clients                                                                                                       |
| 8.  | Affidavit as given in Appendix-III                                                                                                         |
| 9.  | An undertaking on the Company's letter head stating that no alterations have been made in the tender documents downloaded from the website |
| 10. | A copy of the latest audited Balance sheet                                                                                                 |
| 11. | Copies of Income Tax return (for the last five years)                                                                                      |
| 12. | A copy of the Govt. orders for rates of minimum wages quoted                                                                               |
| 13. | DD of Rs. 1000/- as Tender Fee                                                                                                             |
| 14. | EMD of Rs. 8,00,000/- .                                                                                                                    |
| 15. | Solvency certificate of Rs. 14,00,000/-.                                                                                                   |
| 16. | A copy of the Trade License issued by State Government                                                                                     |
| 17. | A copy of the Security Service License under Home Department                                                                               |
| 18. | Check-list                                                                                                                                 |

**FINANCIAL BID****(For round the Clock Security at IACS Campus at Jadavpur)**

| Sl. No. | Designation of Security Personnel                                                      | Category of Security Personnel as per M.W. Act. – 1948<br>Equivalent to (as per Order of Chief Labour Commissioner (C ) | Rate of Min. Wages / day / person i/c VDA (Rs.)<br>As on date and as amended from time to time (Basic + VDA) Rs. | EPF @ 13% of Min. Wages (Basic + VDA) / day / person<br>(Wage ceiling Rs. 15,000 /-) | ESI @ 4.75% of Min. Wages (Basic + VDA) / day / person<br>(Wage ceiling Rs. 21,000 /-.) | Uniform Allowance /day / person (Rs.) | Total Expenditure /day / person (Rs.) |
|---------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------|
| 1       | Security Supervisor                                                                    | Watch & ward (with arms)                                                                                                | 732<br>(693+39)                                                                                                  | 62.90                                                                                | 32.17                                                                                   | 5.48                                  | 832.55                                |
| 2       | Security Guard                                                                         | Watch & ward (without arms)                                                                                             | 673<br>(637+36)                                                                                                  | 62.90                                                                                | 31.96                                                                                   | 5.48                                  | 773.34                                |
| 3       | Staff Strength                                                                         | Supervisor                                                                                                              | 04 Numbers x 832.55                                                                                              |                                                                                      |                                                                                         |                                       | 3330.20                               |
|         |                                                                                        | Guard                                                                                                                   | 54 Numbers x 773.34                                                                                              |                                                                                      |                                                                                         |                                       | 41760.36                              |
| 4       | Total wages of 58 Numbers of Security personnel per day                                |                                                                                                                         |                                                                                                                  |                                                                                      |                                                                                         |                                       | 45096.56                              |
| 5       | Service Charges (i.e. Contractor’s Profit & Overhead) @ .....%<br><br>(In Words .....) |                                                                                                                         |                                                                                                                  |                                                                                      |                                                                                         |                                       |                                       |
| 6       | TOTAL OF 4 & 5                                                                         |                                                                                                                         |                                                                                                                  |                                                                                      |                                                                                         |                                       |                                       |
| 7       | SGST @ 9%                                                                              |                                                                                                                         |                                                                                                                  |                                                                                      |                                                                                         |                                       |                                       |
| 8       | CGST @ 9 %                                                                             |                                                                                                                         |                                                                                                                  |                                                                                      |                                                                                         |                                       |                                       |
|         | Grand Total (Rs.)                                                                      |                                                                                                                         |                                                                                                                  |                                                                                      |                                                                                         |                                       |                                       |

**Note:**

- (1) The above Rates of Minimum Wages i/c VDA as notified by the office of the Chief Labour Commissioner (C), New Delhi, Ministry of Labour and Employment, Govt. of India to be considered for the following category of Security Personnel:
- For the **security supervisors**, the Minimum Wages i/c VDA should be in conformity with the rate of security guard, watch and ward, **with arms**
  - For the **security guards**, the Minimum Wages i/c VDA should be in conformity with the rate of security guard, watch and ward, **without arms**.
- (2) Bonus will be paid to the eligible candidates @ 8.33% of wages subject to a max. of Rs. 7,000/- per person / annum following the Payment of Bonus Act. 1965. Bonus will be paid annually.
- (3) Service/Administrative charges/any other charges quoted by the firm/agency/company would fixed for the entire period of contract.
- (4) Service/administrative charges should be in conformity with the Ministry of Finance, Department of Expenditure, PP Division's OM No. 29(1)/2014-PPD dated 28.01.2014 i.e. "If a firm quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

(Signature with date and seal of the Tenderer)

## CERTIFICATE BY THE TENDERER

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower on the rates mentioned above and shall be solely responsible to discharge the liabilities/administrative charges, if any. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place:

Signature of Tenderer:

Date:

Stamp of the Agency:

Telephone No/ Mobile No:

FAX No:

**E-mail id:**

## APPENDIX-V

### **DRAFT AGREEMENT** **(to be executed by the successful bidder)**

This AGREEMENT made on this ..... between the **INDIAN ASSOCIATION FOR THE CULTIVATION OF SCIENCE**, a Society registered under the Society Registration Act 1860 of India situated at 2A & 2B, Raja S.C. Mullick Road, Jadavpur, Kolkata-700032.

And

M/s..... (Hereinafter referred to as Agency) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees of the OTHER PART.

Whereas, **INDIAN ASSOCIATION FOR THE CULTIVATION OF SCIENCE** is desirous of giving a work contract for providing the security arrangement at IACS Campus at Jadavpur, Kolkata-700032.

Whereas Agency has represented that he is a registered Agency under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at his own expenses, etc. and the Agency shall report the compliance thereof to IACS. The Agency shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS IACS has agreed to award the contract of work of security arrangements and to keep a strict watch and ward of the land and properties hereinafter mentioned as work assigned details of which given at Appendix II.

AND WHEREAS the Agency has agreed to furnish to IACS a security deposit of **Rs.14, 00,000/- (Rupees Fourteen Lakh only)** by way of **Bank Guaranty** of .....(Bank's name and address) as **performance guarantee**.

**NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES** mentioned above, the parties have agreed to as under:-

#### **A. GENERAL CONDITIONS**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons (Ex-Servicemen and Lady Security Guards) deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, a relationship of employer and employee between the said persons and the IACS shall accrue/arise implicitly or explicitly ever.

That on taking over the responsibility of the work assigned the Agency shall formulate the mechanism and duty assignment of work to its personnel in consultation with Security Officer of IACS or his authorized representative. Subsequently, the Agency shall review the work assigned from time to time and advise the Security Officer for further streamlining their system. The Agency shall further be bound by and carry out the directions/instructions given to him by the Security Officer or the officer designated by him in this respect from time to time.

2. That the Security Officer or any other officer authorized by the authority of IACS shall be at liberty to carry out surprise check on the persons as deployed by the Agency in order to ensure that personnel deployed by him are doing their duties proficiently.

3. That in case any of the persons so deployed by the Agency does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the Agency shall immediately withdraw/replace and take suitable action against such persons on the report of the Security Officer in this respect.

## **B. AGENCY'S OBLIGATIONS**

1. That the Agency shall carefully and diligently perform the work assigned to him as mentioned at Appendix-II as deemed fit by him in consultation with the Security Officer.
2. That for performing the assigned work, the Agency shall deploy medically and physically fit persons. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the Agency shall be from amongst the retired/released ex-service personnel of Army/Navy/Air force, Para Military or Police of integrity and good conduct and are below the age of 50 years. However, JCOs or equivalent rank having rendered 30 years or more defense service may be relaxed age by 5 years for the job of security supervisor.
3. That the Agency shall submit details, such as names, parentage, residential address, age etc. of the persons deployed by him in the premises of IACS. For the purpose of proper identification of the employees of the Agency deployed for the work, the agency shall issue identity cards bearing their photographs/identification, etc. and as such employees shall display their identity cards at the time of duty.
4. That the Agency shall be liable for payment of wages and all other dues within the stipulated time period as per **Minimum Wages Act 1948** which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Agency shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to IACS. It shall also comply with the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act 1923, Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952, Payment of Bonus Act 1965, The Minimum Wages Act 1948,
6. That the Agency shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions' omission, fault, breaches and/or under the said Acts, and shall further keep IACS indemnified from all acts of rules/regulations and/or any bye-laws or rules framed under or any of these, IACS shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payments.
7. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which will be opened for inspection and checking by the authorized officers of IACS.
8. That the Agency shall make the payment of wages, etc. to the persons so deployed through electronic transfer (RTGS/NEFT) directly to their bank accounts and submit the details accordingly to IACS for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure that it is fulfilling its commitments towards their employees so deployed under various Labour Laws, having regard to the duties of IACS in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
9. That the Agency shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at IACS in their respective names before submitting the bill for the subsequent month.
10. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of persons and property of IACS.
11. The Agency shall remove all workers deployed by it on termination of the contract or on expiry of the contract from the premises of IACS and ensure that no such person shall create any disruption/hindrance/problem of any nature in IACS either explicitly or implicitly.
12. The security money so deposited (in the form of Bank Guarantee) shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/or loss/damage, if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.
13. The security money will be refunded to the Agency after three months of the expiry of the contract only on the satisfactory performance of the contract.

14. That the Agency shall keep IACS indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case, any employee of the Agency so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case IACS is made party and is supposed to contest the case, the IACS will be reimbursed for the actual expenses incurred towards Counsel Fees and other expenses which shall be paid in advance by the Agency to IACS on demand. Further, the Agency shall ensure that no financial or any other liability comes on IACS in this respect of any other nature whatsoever and shall keep IACS indemnified in this respect.
15. The Agency shall further keep the IACS indemnified against any loss to the IACS property and assets. IACS shall have further right to adjust and/or deduct any of the amounts for the loss suffered as aforesaid from the payments due to the Agency under this contract.
16. That the Agency shall ensure that the persons so deployed do not allow any property of IACS to be taken out of the premises without a Gate Pass signed by the designated officials of IACS. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Agency along with subsequent changes, if any. The Security Officer shall make suitable arrangement to ensure compliance.
17. That the Agency shall report promptly to IACS of any theft / pilferage or an act of vandalism that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets, movable and immovable of IACS and if, there is any loss of IACS on account of dishonesty, and/or due to any lapse on the part of the Agency or his worker, the Agency shall make good on demand the loss to IACS.
18. That the uniforms supplied by the Agency at its own cost to the persons deployed for its work shall include good quality army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial headdress, whistle, loaded torches, etc. The seasonal equipment such as jerseys, grey coats in winters and rain coat/s , gumboots in monsoon shall also be provided by the Agency at its own cost and IACS shall have no liability whatsoever on this account.
19. The Agency shall impart/ensure training to their employees (deployed in the IACS Campus) on operation of Hand Metal detector, frisking, vehicle checking, fire fighting and such other safety and security measures as would essentially be required in connection with this contract.
20. The antecedents verification (i.e. Police Verification) of the Ex-servicemen/Ex-Para Military Personnel/Ex-Policemen (JCOs & Other Ranks or equivalent) beyond 5 (Five) years of their retirement from Army/Para Military/Police will invariably be done by the Agency within one months of their deployment. In case of any adverse reporting by the Police, the individual will be replaced by the contractor immediately with the suitable replacement having positive police verification.
21. In the event of "**BANDH**" or any other natural calamities the Agency will ensure the availability/relieving of Guards & Supervisors.
22. The Agency shall maintain all relevant registers in the premises in IACS which may have to be presented for inspection by the Labour Authorities as and when required. The Agency shall also put up a notice board displaying the minimum wages prescribed by the Central Government from time to time.
23. The Association shall not own any responsibility for providing living accommodation to the personnel deployed by the agency.
24. The Agency will make good of any loss of property or articles etc. and/or compensate for any injury caused by its personnel inside the premises while on duty.
25. The Agency shall provide sufficient numbers of cane sticks and torches with battery cell to the security personnel.

26. **A FIRST AID BOX** has to be provided and kept in the main gate security office of IACS by the Agency.
27. The Agency will make good of any loss of property or articles etc. and/or compensate for any injury caused by its personnel inside the premises while on duty.
28. In the event of any deficiency in the service rendered by the agency, at any time during the currency of the contract, the Association shall have the right to impose a suitable penalty which would be recovered from the monthly bill(s) of the agency. The decision of the IACS authority in this respect shall be binding on the agency.
29. The **work may be terminated by serving one month notice from either side**. However, IACS reserves the right to cancel the contract at any time without any prior intimation in the event of any activities adversely affecting the interest of IACS.
30. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of IACS along with their all personnel and materials.

#### **C. IACS's OBLIGATIONS**

1. That in consideration of the services rendered by the Agency as stated above, the Agency shall be paid a lump sum of Rs. \_\_\_\_\_ on monthly basis. Such payment shall be made preferably by the 7th day of the month on the basis of the bills raised by the Agency. In case of late submission of bill for whatsoever reasons, IACS will not be responsible to make payment within the prescribed day. Attendance sheet shall be certified by Security Officer of IACS and Bills and the entire statutory payments sheet duly certified by the Internal Audits and Finance and Accounts Officer of IACS.
2. The payment on account of enhancement/escalation charges on account of revision in wages by the Central Govt. from time to time shall be payable by IACS to the Agency.

#### **D. PENALTIES/LIABILITIES**

1. That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and security deposit (in the form of Bank Guarantee) will be forfeited and further the work may be got done from another agency at its risk and cost.

#### **E. COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
  - a) On the expiry of the contract period as stated above
  - b) By giving one month's notice by IACS, if, it is found that continuation of the contract is not in the interest of IACS. The Agency is not eligible for any compensation or claim in the event of such cancellation.
  - c) For committing breach by the Agency of any of the terms and conditions of this agreement.
  - d) On assigning the contract or any part thereof to any sub Agency.
- F. On Agency being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.

G. **JURISDICTION.** The courts at Kolkata only shall have the jurisdiction for the purpose of this agreement.

H. **ARBITRATION.** In case of any dispute arising between the successful bidder and IACS, the dispute shall be addressed as per the Indian Arbitration & Conciliation Act-1996.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of The Agency

For and on behalf of  
Indian Association for the Cultivation  
of Science, 2A & B, Raja SC Mullick  
Road, Jadavpur, Kolkata-700032)

WITNESS

1. ....  
.....  
2. ....

WITNESS

1. ....  
.....  
2. ....