

NOTICE INVITING TENDER



Government of West Bengal
DEPARTMENT OF CORRECTIONAL ADMINISTRATION
Writers' Building, KOLKATA 700 001

TENDER NOTICE NO.2

DATED: 29.07.2010

Sealed tenders *are* invited by THE Department of Correctional Administration, Government of West Bengal, Writers' Building, Kolkata - 700 001 from resourceful, reputed, eligible and competent (a) Private Security Agencies (b) Ex-Para-Military Forces / Army Personnel Agencies and (c) House-keeping Staff Agencies having registered offices in West Bengal only with annual turnover of Rs. 30.00 lakh and above in last financial year with requisite experience and credentials for deployment of about 20 (twenty) nos. Security Guards / Supervisors / Armed Security Guards, House-keeping staff, in phases depending upon the actual requirement for engagement in different establishments of the Department of Correctional Administration in West Bengal for security duty to ensure safety and security of properties of the Department of Correctional Administration including Security of the premises., equipment and property as well as various house-keeping duties in the organisation. (Relaxable in exceptional cases at the discretion of Competent Authority)

Copies of orders of engagement of the agency concerned by the Govt. Department/s, Public or Private Enterprises, Statutory Body/s etc. during last 3 (three) years and performance certificate/s from such organization/s are to be submitted in support of credential/s with the applications. Copies of IT., P.T. *clearance* certificates, Provident Fund Registration / Code No. and certificate, ESI Registration No. and certificate, Service Tax Registration No. and certificate, valid license issued by the competent authority under Private Security Agencies (Regulations) Act, 2005 and Rules framed there under etc. should be furnished/along with the applications. The comprehensive tender documents with all terms and conditions will be issued to the intending agencies **from 06.08.2010 to 23.08.2010** during normal office hours.

Two part tenders will be for: a) enlistment of Private security agencies and Ex-Para Military Forces/Army Personnel Agencies and House-Keeping Agencies (b) formulation of rate contract per day per head in respect of different personnel i.e. Security Guard, Armed Security Guard, Security Supervisor and House-keeping Staff under both Private and/or Ex-Para Military Forces / Army Personnel Agencies. Intending Security Agencies and House-keeping Staff Agencies may apply in prescribed format with all relevant documents to Additional Chief Secretary, Department of Correctional Administration, Government of West Bengal, Writers' Building, Kolkata 700 001 in the prescribed form. Enlistment as well as fixation of rates for security services in respect of (a) Private security Agencies and (b) Ex-Central Para Military Forces / Army Personnel Agencies shall be dealt with separately from the House-keeping Staff.

Date of submission : 24.08.2010 within 3 P.M.

Tenders will be opened on : 25.08.2010 at 11 A.M.

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Department of Correctional Administration, Government of West Bengal, reserves the right to accept the full or part of tender or reject *any/or* all tenders and/or negotiate by way of revised and/or improved offer from all the tenderers for the concerned job. The Department of Correctional Administration, Government of West Bengal, reserves the right to withdraw full or part of the tender without assigning any reasons whatsoever.

Detailed information may also be had from the above office, that of Addl. DGP & Inspector General of Correctional Services, West Bengal and the website - [http://www.westbengalcorrectionalservices.org/Banglar Mukh](http://www.westbengalcorrectionalservices.org/BanglarMukh)



Government of West Bengal
DEPARTMENT OF CORRECTIONAL ADMINISTRATION
Writers' Building, KOLKATA 700 001

NAME OF THE WORK: RATE CONTRACT FOR DEPLOYMENT OF SECURITY PERSONNEL & HOUSE-KEEPING STAFF TO DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVERNMENT OF WEST BENGAL.

1. In terms of Tender Notice No. _____ I do hereby furnish the relevant particulars below:-
2. N.S.C./Treasury Challan /G. P. Note No. _____ dated _____ for Rs _____ is enclosed.

Address:

3. Certified that:

- a) I / We have read the tender documents in full including the draft agreement and have understood the contents.
- b) I / We will abide by all the terms and conditions *as* laid down in the Tender Bid Documents and order as will be issued by the Department Of Correctional Administration, Govt. of West Bengal.
- c) I / We undertake that no conditional / combined offer/s have been submitted by me / us in the offer of the tender and in *case* of any such condition/s *are* found this may be ignored.
- d) I / We have fully understood the above terms and conditions of the tender which is returned herewith duly signed by me/us in token of having accepted the same in Toto and I / we have made my / our offer keeping in view of those terms and conditions.
- e) Our organization may be enlisted and rates quoted may be considered to arrive at this rate contract.

Yours faithfully,

Signature of the Tenderer with seal

Dated _____

Seal Impression / rubber
Stamp of the
Tenderer

[TENDER FORM]
APPLICATION FORMAT

TO
The Addl. Chief Secretary,
Department of Correctional Administration,
Govt. of West Bengal,
Writers' Building,
KOLKATA 700 001

Sub : Tender Form for Enlistment of Private Security Agencies and Agencies for House-keeping staff as per Advertisement _____ dated _____ in _____.

Ref : Tender Notice No. ADV(S6W)/T/PSG/288 dated 08.04.2009.

Dear Sir,

With reference to your advertisement in the _____ dated _____ for enlistment as Private Security Agencies and House Keeping Staff Agency and arriving at a rate contract for deployment of Security Guard, Armed Security Guard ,Security Supervisor and House-keeping staff, I hereby submit the particulars with supporting documents:-

1. Name of the Organisation :
2. Address with phone no. (Deed / Agreement as tenant with the landlord of the House for atleast three years i.e. upto August, 2008 shall be submitted in case of hired accommodation).
3. Performance certificate for last five years :
4. Copies of IT. clearance certificate / PAN CARD and P.T. clearance certificate. :
5. Copies of Licence issued by the Controlling Authority [As per the Private Security Agencies (Regulation) Act, 2005 and Rules framed there under].
6. ESI Registration and Code No.(where applicable)
7. Provident fund Registration & Code No.
8. Service Tax Registration No. & Certificate
9. Firm / Society / Organization Registration No. under West Bengal
10. Bank A/c No. with Name of the Bank & its Branch.
11. Particulars of Pay Order / bank Draft enclosed as Earnest Money
12. Audited Annual Report of Accounts & balance sheet for last 3 (three) years
13. Number of Employees in the Organization
14. Details of persons in management
15. How long the organisation is functioning in West Bengal
16. Credentials

Signature of the tenderer.



Government of West Bengal
DEPARTMENT OF CORRECTIONAL ADMINISTRATION
Writers' Building, KOLKATA 700 001

TENDER NOTICE NUMBER _____ DATED _____

1. BID DOCUMENTS: Department of Correctional Administration invites two part tenders from resourceful, reputed, eligible, competent and established Security Agencies (Private or ex-Central Paramilitary Forces / Army Personnel Agencies) and House-Keeping Staff Agencies having registered offices in West Bengal for (a)Enlistment of Security Agencies and Agencies for House-keeping Staff and (b) Formulation of Rate Contract per head per day in respect of Security Supervisors, Security Guards and House-keeping Staff. The Security Guards, Supervisors and House-keeping staff would be deployed in the West Bengal Institute of Correctional Administration and other training establishments of the Department of Correctional Administration, Government of West Bengal through the enlisted Agencies throughout the State of West Bengal.

The Tender should contain following documents for eligibility :-

- a) Registration under the Private Security Agencies (Regulations) Act, 2005 except in the case of House Keeping Staff.
- b) Valid Licenses under the above mentioned Act read with the prescribed Rules.
- c) Credentials to proof their satisfactory past *services* in reputed organization.
- d) Current Service Tax, Income Tax, Professional Tax *clearance* Certificate.
- e) Code nos. under the Employees Provident fund Act and ESI Act.
- f) Registration and Code Nos. EPF Act, ESI Act, Service Tax, Professional Tax Act etc.
- g) Proof of deployment of minimum Two hundred number of Security Guards and Fifty House-keeping staff employed in different organizations during the last twelve months;
- h) Amount of annual turnover which should not be less than Rs 30.00 Lakhs (Thirty Lakhs) in last financial year;
- i) Annual report and Balance Sheet for the last five years;
- j) Credentials for deployment of about two hundred Security Guards and fifty House-keeping staff in a day.

Clause g) to j) are relaxable in exceptional cases which will be at the discretion of the Competent Authority.

Intending bidder should note that the liability to the extent shown below will be taken into consideration by the Department of Correctional Administration while finalizing rate contract for security service.

Rate per day of engagement

		Security Guard (Rupees)	Gunman (Rupees)	Supervisor (Rupees)	House-keeping staff
1	Basic/Minimum Wages	130.62	130.62	130.62	130.62
2	Special allowance	Nil	13.23	14.23	Nil
3	Provident Fund(13.61% of S No 1 above)	17.78	17.78	17.78	17.78
4	ESI/Insurance/premium)	6.21	6.21	6.21	6.21
5	Bonus(8.33% of S No 1 above)	10.88	10.88	10.88	10.88
6	Service Charges @ Rs 10% on wages and special allowance	13.06	14.38	14.48	13.06
	Daily Rate	178.55	193.10	194.20	178.55

Note: The daily wages will be revised as per the revision of the Minimum wages fixed by the State Government from time to time.

Intending bidders are, hereby informed that 'Service Charge' will be paid at 10% of "Wage' and 'Special allowance' as shown at S No 1 and 2. Items under S No 3, 4& 5 will be paid on reimbursement basis. Service Tax as applicable shall be reimbursed to the Agency from time to time on production of documentary evidence.

The amount against EPF, Bonus & Service Tax, cost of cartridges (in case of gunman), would also be paid by the Department of Correctional Administration on reimbursement on basis of production of authenticated documents in due course.

2. SCOPE OF WORK

Engagement of Security Personnel / Supervisor and House-keeping Staff for guarding and duties of house-keeping in different Training Institutions and other offices throughout West Bengal. Such security personnel should be of both the categories i.e. "with Gun" and "without Gun". The Agency will have to place their personnel for duty within 24 hours of receipt of requisition placed. The licenses for guns to be given to the persons deployed by the Agency will be the responsibility of the Agency. The concerned Agencies should have management capacity to run such Security work or House-keeping staff in important organizations and have necessary license for possession of arms and ammunition for armed Security personnel.

The engagement may be round-the-clock or *in* one / two shifts depending upon importance of the installations *as per* actual requirement. The House-keeping staff will be engaged in one shift.

3. REGULATORY MECHANISM

Supply / deployment / engagement of Security personnel shall be regulated in terms of Private Security Agencies (Regulations) Act, 2005 read with the West Bengal Rules issued under the Private Security Agencies (Regulations) Act, 2005, vide Government Notification No 2254 dated 8/5/2007 and any other rules framed by the appropriate / controlling Governing authority under the Act. Relevant jobs *are* to be done by the respective Agencies within the legal parameter with accountability to regulatory mechanism as provided in the said Act and Rules framed there under as per constitutional objective and in the order .(The same may, however, be renewed from time to time and not exceeding upon 5 (five) years}

4. PERIOD OF CONTRACT

The order should be on rate contract basis. The contract period will be initially for two years from the date of issue of the order. The same may, however, be renewed from time to time and not exceeding upon 5 (five) years.

5. EARNEST MONEY

Rs. 20,000.00 (Rupees twenty thousand) only should be deposited *as* Earnest Money against this tender. The amount is to be paid through N.S.C/Treasury Challan/G.P.Note in favour of INSPECTOR G.GENERAL OF CORRECTIONAL SERVICES, WEST BENGAL ". The N.S.C.s/Treasury Challan/G.P.Note etc are to be submitted in a separate sealed envelope marked "Earnest Money" along with the N.S.C./Treasury Challan/G.P.Note No. etc. on the envelope and to be enclosed along with quotation to be submitted by the Agency. In *case* of successful tender/(s) the *Earnest Money* shall be automatically converted into Security Deposit for fulfillment of the Contract (Rs 30,000.00 to be deposited on demand but prior to placement of order). In case of unsuccessful tender/(s), the earnest money will be refunded without any interest.

6. SECURITY DEPOSIT

If the Agency is selected and order placed, a minimum of 5% of the ordered value or Rs.30, 000.00, whichever is less, is to be maintained as Security Deposit.

7. DAILY RATE OF SECURITY PERSONNEL

a) The Annual Rate Contract *Agreement* is to be executed with the Department of Correctional Administration. The rates should be offered for different categories of personnel clearly indicating the category on daily basis. The rates shall be paid *as per* actual deployment for a shift of 8(eight) hours daily. The minimum rate should not be less than the notified rate of govt, of WB under Minimum Wages Act, 1948 including periodic revision. The rate analysis shall include daily wages for eight hours plus CPF/ESI/Insurance/Bonus element. Taxes, rate, duties charges, cess should be payable where necessary of the prescribed rates.

b) Rates should be quoted separately for Security Staff & House Keeping Staff.

8. PROVIDENT FUND

The relevant provisions of the Employees Provident Fund & Misc. Provident Fund Act, 1952 Act should strictly be complied with by the Agencies and the Provident Fund elements *are* to be regularly deposited with the P.F. Commissioner's Office *as per* provisions of the Act. The Department of Correctional Administration would take no responsibility whatsoever in this regard. Provident fund Registration Number and Code No. (Attested copies) should be furnished with tender bid. The quoted rate should also include this item. P.F. element would be released after document of deposition is produced.

9. INSURANCE & MINIMUM WAGES

Provisions of the E.S.I. Act,1948 where applicable shall have to be complied with ESI contribution is to be regularly deposited with the Regional Director, E.S.I.C. Attested copies of documents of Registration under said Act and Employer's Code No. is to be submitted along with all tender bid. E.S.I. element would be released after document of deposition is produced. In *case* of non-ESI area, adequate insurance *coverage* of equivalent amount of premium for extending benefits, in *case* of ailments requiring prolong treatment, employment injury including death of the personnel deployed for security duty should be available and amount so paid as premium will be reimbursed against production of documents in due course. The Department of Correctional Administration will not take any responsibility for additional payment and relevant provisions of Minimum Wages Act, 1948 shall be strictly adhered to read with the Payment of Wages Act, 1936

10. CONDUCT AND DISCIPLINE

Every deployed Security personnel and House-keeping staff shall behave well with the members of the public, trainees, and staff of the organization as also his colleagues and subordinates. He will ensure that he complies with such lawful directions as issued by his superior as well as the Controlling Authority. All employees shall be at work punctually at the fixed time notified from time to time, with information to them. Late attendance and irregular attendance including early departure constitute a breach of discipline and punishable as acts of indiscipline. The Security personnel and House-keeping staff so deployed should be disciplined and for any breach thereof, the Agency has to replace the concerned person within twenty four hours of written notification by the Controlling Officer. The Agency should make good to any loss of property incurred to the Organization by such acts of misconduct as per prevailing orders.

b) In the event of theft, loss or damage to any property under the charge of the Security Guards the cost will have to be borne by the Agency concerned.

11. COMPLIANCE OF THE CONTRACT LABOUR (R&A) ACT, 1970 & PRIVATE SECURITY AGENCIES (REGULATION) ACT. 2005.

Compliance of relevant provisions of Profession Tax, Income Tax etc. is essential as and where applicable to the extent.

Service Tax may be levied on the entire amount like minimum wages, PF, ESI, Bonus, and Special Allowance (wherever applicable). The said Tax is to be borne initially by the service provider and the same will be reimbursed by Department of Correctional Administration on production of authenticated documents towards its deposit with appropriate authority.

12. CONTROLLING OFFICER OF WORK

The Controlling Officer of the work would be head of the respective unit of the Department of Correctional Administration or the Officer authorised by the Department of Correctional Administration for this purpose. The Security personnel / supervisor and the House-keeping staff will have to report to the Controlling Officer at the commencement of the shift as fixed by the Department of Correctional Administration.

13. PAYING AUTHORITY

Paying Authority against this contract would be the Drawing & Disbursing Officer of the respective unit where the Security Guards and House-keeping Staff is actually deployed/engaged. The Controlling Officer would release payment as per actual deployment and certification of satisfactory performance of the personnel deployed.

14. RELEASE OF PAYMENT

Payment would be released on monthly basis against bill in triplicate to be submitted by the Security Agency /Housekeeping staff Agency to the Controlling Officer. The Controlling Officer after due certification towards satisfactory performance will forward the same to the Paying authority for release of payment in due course. No advance payment would be made. Release of payment for second month onwards is subject to verification of full payment made to Provident Fund& ESI authorities where applicable in respect of persons engaged for the previous month. The Agency will also submit a declaration that wages, as mentioned in the Agreement has actually been disbursed to the Security personnel and the House-keeping staff.

15. OVERTIME ALLOWANCES

No overtime allowances would be allowed. Double shift duties will not be allowed.

16. RESPONSIBILITY FOR THEFT /LOSS OF CORRECTIONAL DEPARTMENT'S PROPERTY

In case of any theft / loss of any Government property where security agencies have been engaged for guarding purpose, a Departmental enquiry will be held. If *negligence* on the part of Security Personnel is found, the Agency shall have to accept the liability and make good the loss assessed by the Organization. The manner of payment for the loss will be intimated by the Controlling Authority.

17. ACCOMODATION FOR SECURITY PERSONNEL

The Unit to which the Security personnel are deployed, will, subject to availability provide accommodation to them. Electricity and water would also be made available in the accommodation that

will be provided to the Security Guards, subject to the availability of such accommodation, at the respective sites. Electricity charges will have to be paid by the Agency to the Department of Correctional Administration as per actual consumption recorded through meter or at such rates as decided between the agency and the Department of Correctional Administration.

b) No accommodation will be provided to the House-keeping staff.

18. Bid Documents are not transferable. All the tenderers must keep their offers valid for acceptance for a period of Ninety days from the date of opening of tenders.

19. Posting submission of tender or quotation submitted by Telex/Fax/telegraph is not acceptable. Incomplete tenders, i.e. illegible and/or submitted with qualifications or with conditions at variance with the terms and conditions of the tender i.e. combined offer/conditional offer/counter offer are liable to be rejected.

20. The Department of Correctional Administration reserves the right to accept the full or part of tender or reject any/or all tenders and/or negotiate by way of revised and/or improved offer from all the tenderers for the concerned job. The Department of Correctional Administration reserves the right to withdraw full or part of the tender without assigning any reasons whatsoever. Department of Correctional Administration also reserves the right to engage more than one Agency at same rate at different establishments.

21. All kinds of legal proceedings in any matter arising out of this contract shall be settled by the appropriate court under the jurisdiction of High Court of Calcutta.

22. Eligibility to be engaged as security personnel

All the security personnel likely to be engaged by the concerned agency must possess prescribed standard of physical fitness as laid out in Sec 10 of Private Security Agencies (Regulation) Act, 2005 and adequate training as prescribed Rule 5 of Rule 6 of the West Bengal Rules issued under Private Security Agencies (Regulation) Act, 2005. However this does not apply in case of House Keeping Staff.

b) It must also be certified that Police Verification of the antecedents of the Security Personnel has been carried out as laid in Rule 4 of the West Bengal Rules issued under Private Security Agencies (Regulation) Act, 2005.

23. The tender must be accompanied with the following documents

- a) Attested photocopy of the IT and P.T. clearance certificates;
- b) Attested photocopies of Provident Fund Registration Certificate/Code No; ESI Registration Certificate and Code No; Service Tax Registration certificate and No.
- c) Copies of orders of reputed private companies where the Agency has provided Security during last three years and performance certificate from such organization in support of credentials.
- d) Annual report and Balance Sheet of the Agency.

Besides the above, the separate sealed envelope containing the Bank Draft towards EMD (Earnest Money Deposit) must be enclosed as detailed at S No. 5.

e) All the tenders should be submitted in the prescribed offer form on 24th August, 2010 Upto 3.00 p.m. in the office of the ADG(P) & I.G. of Correctional Services, West Bengal, Writers' Building, Kolkata 700 001. The envelope should be superscripted with the tender number and addressed to:

Addl. Chief Secretary, Department of Correctional Administration
Government of West Bengal,
Writers' Building,
KOLKATA 700 001

f) The Tender Form duly completed should be deposited in the office of the Addl. DGP & I.G. of Correctional Services, West Bengal, Writers' Buildings, Kolkata- 700001

g) Tenders will be opened on 25th August, 2010 at 11.00 hrs in presence of all tenderers at the Office of the ADG(P) & I.G. of Correctional Services, West Bengal.

PROFORMA FOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2010 (Twenty thousand and ten) between the _____ the Department of Correctional Administration of the first part and Messrs _____

(herinafter called the "Agency") of the other part.

Whereas _____ office of the _____, Department of Correctional Administration is desirous of entrusting Security Responsibility/House-keeping responsibility and safe guarding the _____ premises and payment will be made at the rates shown against each category:

A) SECURITY GUARD

		Rate (Rupees)
1	Basic/Minimum Wage	130.62
2	Special allowance	Nil
3	Provident Fund(13.61% of S No 1 above)	17.78
4	ESI/Insurance/premium)	6.21
5	Bonus(8.33% of S No 1 above)	10.88
6	Service Charges @ Rs 10% on wages and special allowance	13.06
	Daily Rate	178.55

B) GUNMAN

		(Rupees)
1	Basic/Minimum Wage	130.62
2	Special allowance	13.23
3	Provident Fund(13.61% of S No 1 above)	17.78
4	ESI/Insurance/premium)	6.21
5	Bonus(8.33% of S No 1 above)	10.88
6	Service Charges @ Rs 10% on wages and special allowance	14.38
	Daily Rate	193.10

C) SUPERVISOR

		(Rupees)
1	Basic/Minimum Wage	130.62
2	Special allowance	14.23
3	Provident Fund(13.61% of S No 1 above)	17.78
4	ESI/Insurance/premium)	6.21
5	Bonus(8.33% of S No 1 above)	10.88
6	Service Charges @ Rs 10% on wages and special allowance	14.48
	Daily Rate	194.20

B) HOUSE-KEEPING STAFF

		(Rupees)
1	Basic/Minimum Wage	130.62
2	Special allowance	Nil
3	Provident Fund(13.61% of S No 1 above)	17.78
4	ESI/Insurance/premium)	6.21
5	Bonus(8.33% of S No 1 above)	10.88
6	Service Charges @ Rs 10% on wages and special allowance	13.06
	Daily Rate	178.55

- The Agreement is for *an* initial period of two (2) years/subject to extension on satisfactory performance and mutually agreed upon from time to time/ but not beyond 5 (five) years at a stretch. /
- The contract may be terminated by either party on service of *one* month's Notice. The Security deposit shall be released, if so *needed* only when Agency shall vacate the place including its personnel and other materials, if any, from the date of termination.
- Supply / deployment / engagement of Security Personnel shall be regulated in terms of Private Security Agencies (Regulation) Act, 2005 read with the West Bengal Rules issued under Private Security Agencies (Regulation) Act, 2005 and any other rules framed by the appropriate/controlling Governing Authority under the Act. Relevant jobs *are* to be done by the respective Agencies within the legal parameter with accountability to regulatory mechanism *as* provided in the said Act and Rules framed there under *as per* constitutional objective and in national security and interest.
- Monthly payment of bills shall be strictly *on* the basis of actual deployment of Security Personnel and the House-keeping staff. Weekly off day shall be allowed to the individuals and substitutes will be provided to maintain duty roaster properly.
- To implement this, the contractor shall have to submit the bill incorporating the daily rates and attendance of private security personnel as well as the House-keeping staff duly certified by the Controlling Officer or his authorized representative.
- The Attendance Register should be maintained at *one* suitable location which should be signed by all security personnel including supervisor on duty. Separate Register will be maintained for the House-keeping staff. This Register is to be checked daily by the contractor / supervisor under authentication. The Controlling Officer or his representative shall have the right to check the attendance any point of time. **No double duty in consecutive shift by any guard** will be allowed /permitted. Only adult males with prescribed standard of physical fitness and requisite *training* will be deployed as Security Guards as well as House-keeping staff.
- PF, ESI and Bonus elements are in accordance with prescribed rate on minimum wages. Payments of the elements like PF contribution, ESI contribution (wherever applicable) and Bonus (whenever applicable) would be on reimbursement basis on production of authenticated document regarding deposition of statutory elements to appropriate authority and payment of Bonus to the *concerned* employee. Service Tax, Cess etc. will be paid extra *on* production of challan for actual deposition. Cost of fired cartridges would be reimbursed on production of copy of FIR and blank cartridges.

9. The Security Personnel must be well dressed with complete uniform [except the uniform prohibited under the Private Security Agencies (Regulation) Act, 2005 and rules framed there under. Shoe, Rain- Coat, Umbrella (*as* and when required), Torch with cells, Whistles and lathi etc. to be provided by the agency to the concerned Security Personnel. In *case* of non-availability of such protective and safety equipments, the guards will not be allowed to be deployed.
10. The Gunman must have valid Arms License to *carry* Arms and performing duty with Arms and ammunitions. In *case* of any incident of use of fire-arms or injury by firing, the concerned on-duty Gunman will immediately report to the local Police Station and the Controlling Officer.
11. The requirement of manpower, *as* established, is tentative and it may vary from time to time *as* per requirement for which the agency shall supply and deploy accordingly. The agency shall be responsible for fulfilling the required manpower strength and to maintain the same at all the points of time failing which penalty at prorata basis against corresponding absenting hours shall be deducted from the bill.
12. The Security Supervisor, *wherever* required and deployed, will supervise the performance of on-duty Security Guard / Gunman and entire security network, *as* would be assigned by the Competent authority or authorized Controlling Officer from time to time. The Security Supervisor in addition to his assigned Administrative / Supervising Job will perform sincerely the liaison activities between the agency and local authority, on daily basis *as* and when required with adequate care. The Security Supervisor shall have full command *over* the entire contingent with the respect of discipline and turn-out. He will *exercise* administrative control over the entire team of the Security Guard / Gunman posted at the establishment of the Department of Correctional Administration under direction of the Controlling Officer *or* his authorized representative.
13. The bill for "Reimbursement of Bonus" to its employees should be lodged by the Agency along with valid documents of payment in original in the subsequent year of deployment when it is actually paid.
14. The Company may provide accommodation and drinking water to the security personnel within the campus of working place at a marginal token charge of Rs. 1/- per day per head to be recovered from the monthly bill of the Agency. Electricity charge shall have to be paid to Board *as per* record of energy consumption displayed in the meter.
 - b) No accommodation will be provided to the House-keeping staff by the Department of Correctional Administration.
15. The Department of Correctional Administration shall not accept any liability in respect of employment, payment of other benefit to any of the security personnel or the House-keeping staff to be *engaged* by the Agency for duty.
16. Security personnel and the House-keeping staff to be engaged by the Agency should be able-bodied with active habits and full alertness and *experience*. In *case* of the Security personnel, they should have the *eligibility* criterion *as laid out* in Section 10 of the Private Security Agencies (Regulation) Act, 2005 read with the West Bengal Rules issued under Private Security Agencies (Regulation) Act, 2005.
 - a) A list of such Security Personnel authorized by the Agency is to be submitted to the site-in-charge. In *case* of any replacement of any Security Personnel, the same should be brought to the notice of the site-in-charge in writing notifying the names of changed and new personnel. The Security Personnel on duty should be changed at every three months interval without hampering guarding process and should be provided with employment - cum - identity card with photograph duly attested by the Agency.
 - c) Agency will deploy persons after verification of their character and antecedent from

proper authorities. In the case of the Security personnel, the verifications of the antecedents of the personnel should be as laid out in Rule 4 of the West Bengal Rules issued under Private Security Agencies (Regulation) Act, 2005 List of personnel with photograph and address is to be submitted to the Site-in-Charge before deployment.

17. In *case* of loss of materials from the custody of the security agency, an enquiry will be held by the Controlling Officer and if any negligence on the part of any engaged personnel provided by the agency is proved, the concerned agency shall have to accept the full liability and make good of the loss estimated by the Enquiring Authority.

18. **CONDUCT & DISCIPLINE** :

Every security personnel and House-keeping staff shall behave well with the members of the public and also his superior, colleagues and subordinates. Such personnel shall observe rules or procedures in all matters and also abide by the rules, regulations, orders and circulars issued from time to time by the Department of Correctional Administration or such other appropriate authority. All employees shall be at work punctually at the time fixed and notified to them. Late attendance and irregular attendance including early departure constitute a breach of discipline, punishable being act of misconduct. All other acts which are commonly and generally known *or* understood to be against the *cannon* of the good behavior and discipline *are* also treated *as* misconduct, punishable under the Rules.

19. **ELIGIBILITY CRITERION FOR EMPLOYMENT AS SECURITY PERSONNEL** :

All the security personnel likely to be engaged by the concerned agency must *possess* prescribed standard of physical fitness along with adequate training *as* prescribed under Private Security Agencies (Regulation) Act, 2005 read with the West Bengal Rules issued under Private Security Agencies (Regulation) Act, 2005 framed there under with other requisites. Age limit, in *case* of Security Personnel is 50 (fifty) years and in *case* of Ex-Para Military Force / Armed Personnel is 55 (fifty five) years.

20. The order shall remain valid initially for a period of *one year*.

21. The security supervisor of the private security agency, if deployed, shall report to the Controlling Officer or his authorized representative daily and brief him about the entire guarding arrangement.

22. Rs. 20,000.00 (Rupees twenty thousand) only should be deposited as Earnest Money against this tender. The amount is to be paid through *N.S.C./Treasury Challan/G.P.Note payable at Kolkata in favour of INSPECTOR GENERAL OF CORRECTIONAL SERVICES, WEST BENGAL* ". N.S.C./Treasury Challan/G.P.Note is to be submitted in a separate sealed envelope marked "*Earnest Money*" along with the N.S.C./Treasury Challan/G. P. Note on the envelope and to be enclosed along with quotation to be submitted by the Agency. In *case* of successful tender/(s) the *earnest* money shall be automatically converted into security deposit for fulfillment of the contract (Rs. 30,000.00 to be deposited on demand but prior to placement of order). In *case* of unsuccessful tender/(s), the *earnest money* will be refunded without any interest.

23. Deployment of Guards and House Keeping Staff must be made anywhere in West Bengal, for any number of persons and for any period time.

24. **RELEASE OF PAYMENT** :

Payment would be released on monthly basis against bill in triplicate to be submitted by the Security Agency to the Controlling Officer. The Controlling Officer *after* due certification towards satisfactory performance will forward the same to the Pay Authority for *release* of payment in due course. No *advance* payment would be made. Release of payment *for second* month onward is subject to verification of full payment made to P.F. & E.S.I and tax, *cess* authorities where applicable in respect of persons engaged for the previous month. The Agency will also give a declaration that the wages to the Security Staff and the House-keeping staff has been paid as per the agreement. If the bill is complete

and in order in all respect payment would be released within *fifteen* days from the date of submission.

25. Disbursement of monthly wages / salary to the security personnel and House-keeping staff is to be made by the Agency at the site of deployment during normal working hours within 7th day of the wage / salary period in *presence* of the authorized Official of the Department of Correctional Administration who would duly witness by countersigning on the acquittance roll of wages / salary. Copy of the payment sheet is to be submitted along with subsequent month's bill.
26. In case of non-payment of wages to the security personnel and the House-keeping staff by the Agency within 7th day of wage / salary period, Department of Correctional Administration will take action in *accordance* with the relevant provision of prevailing law and Department of Correctional Administration may disburse the amount subject to recovery from bills and / or security deposit of the Agency together with a penalty of 5% *on* the disbursed amount. In case such a situation *arises for more than two* months during the contract period, Department of Correctional Administration shall take suitable administrative actions which may extend upto termination of the *contract or black* listing of enlistment.
27. All kinds of legal proceedings in any matter arising out of this contract shall be settled by the appropriate court under the jurisdiction of High Court at Kolkata. //"
IN WITNESS of the above the parties hcvie set their signature to the Agreement on this _____ day of _____\ 2009 in presence of witness.

**Authorized Representative of the
Agency**

**Signature of the Authorized Official by
Department of Correctional Administration**

Signature of the Proprietor

**Signature of the witness on behalf of the
Proprietor**

**Signature of the witness on behalf of the
Department of Correctional Administration**

