

## West Bengal State Election Commission

18, Sarojini Naidu Sarani, Kolkata-700017

Tender Notice No : 3144 /1A-2/94 ( Pt-III)

Dated : 24-09-2015

### 2nd CALL

Sealed Quotations are invited for providing Security Services from the bonafide Contractor / Security Agency / Institute / Person for providing Security Service for the Office of the Commission at 18, Sarojini Naidu Sarani, Kolkata-700017 as mentioned below :-

SI No	Details of security personnel required	Duration of shift	No. of Security Persons required per Shift	Total No. of Security Persons required
1.	Security Guards ( Un-armed )	8(eight ) hours	01	03

#### Terms and conditions :-

1.The sealed quotations will be accepted up to 3.00 PM on 16-10-2015 . Intending bidders may send the Bid-documents either by Regd./Speed Post or may drop the same in the drop box kept in the Office of the Commission .

Incomplete bids and bids received after due date and time will be liable for rejection.

2. The technical bids (Part-I) will be opened at 3.30 PM on the same day in the presence of those bidders or their authorized representatives, present. After thorough scrutiny of the details in Part-I, the financial bids i.e. Part-II of those firms who are qualified will be opened in the presence of those bidders who may choose to attend after due intimation to those who are qualified and the tenders will be finalized thereafter.

3.The bidder should enclose Demand Draft for Rs.10,000/- (Rupees Ten Thousand Only) in favour of "West Bengal State Election Commission ", towards EMD drawn on any Nationalized bank to the bid document towards EMD. The EMD will not carry any interest whatsoever

4.The successful bidders will be required to pay 10% of the value towards security deposit in the form of Demand Draft or Bank Guarantee for the equivalent amount and the security deposit so collected will not carry any interest.



5. The bids should be submitted in sealed cover and the cover should be marked "Tender for Providing Security Services". The bids should be addressed to the Secretary, West Bengal State Election Commission.

6. The Commission reserves the right to call any one or all the bidders for negotiations or reject or accept any/ all the bid(s) irrespective of whether it is the lowest or not, or cancel any or all bids without assigning any reasons thereof. The decision of the Commission shall be final and binding on all the bidders.

7. The Commission reserves the right to forfeit the EMD of empanelled bidders on account of (i) premature withdrawal from the bid (ii) non-payment of security deposit. The decision of the Commission shall be final in this regard.

8. The bidders should enclose attested photo copies of (i) Provident Fund Registration Certificate; (ii) ESI Registration Certificate; (iii) Registration Certificate of the firm/agency; (iv) Income tax clearance certificate, (v) Service Tax Registration and (vi) Experience certificate from the previous clients. The bid is liable to be rejected in the absence of these documents.

9. The initial period of contract will be one year and extendable subject to satisfaction of the performance.

10. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.

11. The payment will be made to the contractor every month on monthly basis within 15 days from the date of receipt of the claim on completion of the month based on satisfactory services and after deducting the statutory taxes if any levied by the Government from time to time.

12. The person or institution intends to offer the bid thereafter referred to as "Agency" or "Contractor" for entering into contract to protect or to render security services for protection of the property of the Commission, must have a minimum experience of running a security agency for a period of five years. Preference will be given to bidders engaging/headed by below mentioned categories:

a) A retired/released commissioned officer from the defense service of the Government of India having served for not less than ten years as Commissioned Officer with a good service record;

b) Any person who has served in police department for minimum ten years and must have held the rank of Dy. Superintendent of Police for minimum five years with a good service record; and

c) An Institution headed by any person belonging to any of the above (a) and (b) categories.

13. The person or Institution who intends to offer the bidder for this purpose must produce certificate from the authority where he had served as such showing that he had rendered services honestly and sincerely and that he is capable to carry out these duties as per contract.

14. The Contractor should render security services round the clock in respect of the property of the Commission and premises.

a) The Security Personnel should qualify the following minimum standards:

- Minimum Height : 5'7"
- Chest : 30" – 32"
- Weight : 50 kgs (110 lbs)
- Educational Qualifications: 8th Standard



b)He should be strong, stout, intelligent, alert and mentally sound. He will be deployed subject to medical check up before resuming duty for the Commission .

c)He should be able to speak and write Bengali .

d)He should be a disciplined person with sound character and good service record.

e)He should be not less than 21 years of age or above 60 years of age.

15.He must have adequate Training in the field of activity .

16.The duty points to be fixed will be at the sole discretion of the Commission .

17.The contractor should provide uniform and other paraphernalia as may be considered necessary by the Commission.

18.The person or institution shall not claim any amount more than the amount fixed by way of contract by the competent authority.

19.The contractor will have to ensure satisfactory standards of its employees competence, conduct, cleanliness and integrity. Neglect of duties, undesirable act, misbehavior and consumption of alcohol while on duty etc., shall not be condoned under any circumstances.

20.The person or institution shall not transfer or assign sub-contract to any other party.

21.The Contractor should ensure payment of minimum wages to the guards, failure of which will render termination of the contract.

22.The staff engaged by the person or institution to whom the contract is given shall be deemed to be the employees of the person or institution to whom the contract is given and such staff shall not be considered or deemed to be the employees of the Commission.

23.The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of India from time to time and for its non-compliance, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.). Depositing of PF contribution as may be applicable is the responsibility of the contractor at his own expenses and shall not be reimbursed by the Institute. For any default in compliance, the contractor shall be held responsible. The rate quoted will be valid for the period of contract and no hike will be admissible. Revision in minimum wages during the period of contract has to be borne by the Contractor. One day compulsory weekly off should be given to the security guards.

24.The Commission shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the contractor. The Commission shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The contractor shall not be entitled to any other allowances or benefits which are not included in the contract. Payment of monthly wages to the Security Guards should be paid by means of Account Payee Cheque . Contract labour are eligible to benefits of Provident Fund, ESI, etc., and the contractor has to ensure the same.



25. A person or institution to which the contract is given must inform within seven days of the execution of the contract the names of the persons and staff who have been engaged to the Commission. The contractor shall issue laminated I.C. affixing latest photograph given details of Name, Age, Ex-designation, Name of the Agency, date of appointment, EPF No., any other details, duly signed by responsible Person of the Contractor.

26. The person or institution whose tender is accepted shall have to execute the contract according to the provisions of the Act and Rules made there under. The cost of executing the contract, such as stamp duty, drafting charges, etc., shall be borne by the contractor.

27.(a) The person or institution to whom the contract is given shall ensure that the security personnel wear only that pattern of uniform, which is approved by the Commission. Uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersey/over coat, rain coat, torches, shoulder badges, caps with monogram will also be supplied to the security personnel by the contractor. In case the person so deployed is found to be "not alert" or "not in proper uniform, dress or commits any indiscipline act or breach of any of the terms and conditions of the contract" the Commission shall have the right to impose any punishment or fine upto Rs.1,000/- (rupees one thousand only) on the contractor. In case of three such defaults, the Commission has the right to terminate the contract by giving notice of seven days.

(b) In case, the person so deployed by the contractor, is found absent, the Commission shall have the right to treat such person as absent from duty and deduct the proportionate amount of such person from the bill and also impose fine, as deemed fit.

(c) The Commission also reserves the right of imposing fine upto Rs.1,000/- (rupees one thousand only) in the event of such a default. In case of three defaults of "absence" of personnel the contract will liable to be terminated.

(d) The contractor shall be absolutely responsible and liable for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractors personnel in their performance of the services required under the contract.

28. The actual cost on account of loss or damage to the property of the Commission because of negligence of the contractor's personnel, Will be deducted from the bills after conducting proper enquiry.

29. The Commission shall not be liable for any illegal action or omission made by the staff of the contractor. In case of any loss or damage to the Commission on account of any act, omission, negligence on the part of the contractor and/or its staff etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the contractor or its representatives in the compliance of provisions thereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the contractor shall be liable to make good such loss or damage determined by the Commission and shall not be open to any question by the contractor. The Commission may recover such amount or loss of damage from the contractor's bills. If the amount of such loss or damage is not recovered or paid up by the contractor forthwith on demand, the contractor shall be liable to pay the said amount with interest @18% per annum thereon from the date of demand till the date of actual payment.

30. The contractor shall take liability of Insurance to cover all the persons employed by the contractor and shall produce the documentary evidence in this regard such as the ESI and PF Account numbers of the person (s) deployed in the Commission.

31. The contractor is required to comply with all the legal liabilities and if the contractor is found failing to comply the provisions of various Acts applicable to the contractor and the contract laborers', the



Commission can ask for the records for inspection and the contractor is required to comply with all the liabilities to be discharged and in case of any failure on the part of the contractor, the Commission shall withhold payment of its bill.

32. The Commission shall not be liable to offer legal services for the offence, if any, committed by any staff of the contractor to whom the contract is given.

33. The terms and conditions of this tender shall be part and parcel of the contract executed by the person or institution whose tender is accepted.

34. The person or institution to whom the contract is given is bound to abide by the instructions on security matters issued by the Institute from time to time.

35. The person or institution who submits their offer must have Registered Office in Kolkata. All correspondence from the Commission shall be addressed to that Office and it is deemed to have been received by the person or institution to whom the contract is given.

36. The Commission will have no control regarding dismissal or retrenchment or re-employment of the workers engaged/employed by the contractor.

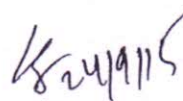
37. The contractor will be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his workmen.

38. The contractor will obtain licence under the Contract Labour (Regulation and Abolition) Act according to the number of workers engaged by him by depositing the fees and complying with the formalities. He will also seek the renewal of the contract on or before the expiry of the license.

39. The contractor will ensure that the firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus, he will ensure that all the eligible employees are covered under these Acts.

40. In case, the contractor or his workers are allowed to work in the premises of the Commission, the contractor will have no right or lien upon the premises and the contractor and his workers will move out of the premises of the Commission on expiry of contract.

41. The Contractor will be liable not only to pay wages to his employees, but the retrenchment compensation, notice pay, gratuity or bonus as payable and the Commission will not be held liable for any obligation of the contractor.

  
Secretary,

West Bengal State Election Commission

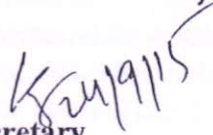
## 2<sup>nd</sup> CALL

Copy forwarded to the :-

- 1) Home Deptt, Govt. of West Bengal
- 2) Finance Deptt. Govt. of West Bengal
- 3) Information & Cultural Affairs Deptt. Govt. of West Bengal
- 4) Public Works Deptt. Govt. of West Bengal.

with the request to arrange to display on the Office Notice Board

- 5) Office Notice Board of this Commission
- 6) Website of this Commission .

  
Secretary

West Bengal State Election Commission