



बसु बिज्ञान मन्दिर

BOSE INSTITUTE

Unified Academic Campus, EN 80, Sector V, Bidhan Nagar, Kolkata -700091 West Bengal, India
BI-K/E-TEND/07/2023-24



बसु बिज्ञान मन्दिर

BOSE INSTITUTE

Unified Academic Campus, Block EN, Sector V,
Kolkata 700091

BIDDING DOCUMENTS

For Tender Notice No.

BI-K/E-TEND/07/2023-24

To be addressed to:

Registrar (Officiating)

***Unified Academic Campus
EN 80, Sector V, Bidhan Nagar
Kolkata - 700091 WB India***

registrar_office@jcbose.ac.in, bipurchase@jcbose.ac.in



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BI-K/E-TEND/07/2023-24

INVITATION TO BIDS

Bose Institute, an Autonomous Scientific Research Institute funded by the Department of Science and Technology, Government of India, invites bids Online, in two bid system, from the Directorate General of Resettlement (DGR) Sponsored Security Agencies (as mentioned in the attached DGR sponsorship letter No. 2112/ Bose Kolkata/ 2023/ WB/ 8117/ 865/ 8182/ Emp dated 12th Jun, 2023), having their Registered Office/Head Office/Branch Office in Kolkata for security service at campuses Bose Institute, Main Campus,93/1, A.P.C. Road, Kolkata – 700 009 & Bose Institute, Main Campus, D.M. BOSE, 93/1, A.P.C. Road, Kolkata – 700 009.

The submitted bids should remain valid upto 12 September 2023.

| Sl. No. | Name of the item | Sponsorship for Security Agencies Vide Letter No. 2112/Bose Kolkata/2023/WB/8117/865/8182/Emp dated 12th Jun, 2023 can only participate in the tender process. |
|---------|---|--|
| 1. | 24 hours Watch & Ward service: Engagement of Ex-Servicemen through Directorate General of Resettlement (DGR), Ministry of Defence, GOI, as security personnel at Bose Institute. | 1. SENIOR MOST SECURITY AGENCY: M/s. 8117 Tamal Chowdhury Security Agency. 2. 2ND MOST SECURITY AGENCY: M/s. 8265 Sudip Guha Security Agency 3. JUNIOR MOST SECURITY AGENCY: M/s. 8182 Samarendra Ghosh Security Agency |



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Critical dates ::

| Sl. No. | Particulars | Date & Time |
|----------|---|---------------------------------|
| 1 | Date of uploading of NIT & other documents (Online) (Publishing date) | 11-08-2023 |
| 2 | Documents download start date (Online) | 11-08-2023 at 16:00 hrs. |
| 3 | Clarification Start date Queries to be sent to the mail id bipurchase@jcbose.ac.in | 11-08-2023 at 16:30 hrs. |
| 4 | Clarification End date | 16-08-2023 at 12:00 hrs. |
| 5 | Prebid Conference | 17-08-2023 at 13:00 p.m. |
| 6 | Amendment (if any) (On line) | 23-08-2023 at 17:00 hrs. |
| 7 | Bid submission start date (On line) | 24-08-2023 at 17:00 hrs. |
| 8 | Documents download end date (Online) | 30-08-2023 at 17:00 hrs. |
| 9 | Bid Submission closing (On line) | 30-08-2023 at 17:00 hrs. |
| 10 | Last date of submission of Earnest money deposit including the technical brochure, if any (off line) in the Purchase Cell | 30-08-2023 at 17:00 hrs. |
| 11 | Bid opening date for Technical Proposals (Online) | 04-09-2023 at 12:30 hrs. |
| 12 | Date of uploading list for Technically Qualified Bidder (online) | To be opened later |
| 13 | Date for opening of Financial Proposal (Online) | To be opened later |



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**TERMS & CONDITIONS
AND
GENERAL CONDITIONS**



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Instruction to Bidders for online Bid submission:

General guidance for e-Tendering: Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the vendors to participate in e-Tendering.

1. **Registration of Vendors** : Any vendor willing to take part in the process of e-Tendering will have to enroll and get registered in the Central Public Procurement (CPP) Portal, NIC, GOI through logging on to <http://eprocure.gov.in/eprocure/app> and the vendor is to click on the link for e-Tendering site as given on the above.
2. **Digital Signature certificate (DSC)**: Each vendor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders as applicable from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause 1. above. DSC is given as a USB e-Token.
3. The vendor can search & download N.I.T. & Tender Document(s) electronically from computer once they log on to the website mentioned in Clause 1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
4. **Submission of Tenders**: Tenders are to be submitted through online mode as stated in Clause 1. in two folders at a time for each bid, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents that are uploaded should be virus scanned and copy should be Digitally Signed. The documents will get encrypted (transformed into non readable formats).
5. **Tender Evaluation Committee (TEC)**: Evaluation Committee constituted as per Order of the competent authority of Bose Institute, Kolkata.
6. **Opening of Technical Proposal**: Technical proposals will be opened either by the Registrar (Officiating) OR his Authorized representatives.
7. Intending tenderers may remain present if they so desire.
8. Cover (folder) for Statutory Documents under Technical proposal (Ref. Clause17) will be opened first. If there is any deficiency in the Statutory Documents the bid will summarily be rejected. However the Institute reserves the right to ask for any shortfall documents as per rule.
9. **Penalty for suppression / distortion off acts**: If any DGR sponsored Security Agency fails to produce the original hard copies of the documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false



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documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act. Bid security of such tenderers will be forfeited.

10. Technical Proposal: To be submitted in form of TECHNICAL BID at Sl.No.17 (Part-I). The following documents to be submitted by the Sponsored Security Agency:

- 1.1. Acceptance to the bid evaluation criteria (Attached under Annexure-I), and Declaration Form (Annexure IV)
- 1.2. Performance certificate from the past and present Principal employers.
- 1.3. Company Profile.
- 1.4. Audited financial statement for the last 03 financial years (2019-20, 2020-21, 2021-22).
- 1.5. Additional documents if any.
 - a. Registered Office/Head Office/Branch Office of the Sponsored Security Agency should be in Kolkata.
- 1.6. The Sponsored Security Agency has to upload the soft copy of IT Return for last three years, Trade license, PAN, TAN, GST Registration certificate, Professional Tax Registration. All documents and certificates must be valid on the date of submission of the bid.
- 1.7. Sponsored Security Agency should attach the License under the Private Security Agency (Regulation) Act (PSARA), 2005 and as amended from time to time with the bid. The license should be valid at the time of submission of the Bid, failing which the bid will not be considered.
- 1.8. Sponsored Security Agency should attach the License under “The Contract Labour (Regulation and Abolition) Act 1970” obtained from the central labour department specifically mentioned that – *License is for doing the work “Un-armed Guard, Armed Guard”*. In case of renewed license, the copy of the original license mentioning the same (*License is for doing the work “Un-armed Guard, Armed Guard*) has to be attached. The license should be valid at the time of submission of the Bid.
- 1.9. Any bid document submitted not duly filled in, will be outrightly rejected.

Note: Failure to submit any of the above mentioned documents shall render the bid liable to be summarily rejected.



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11. Financial Proposal:

The bidder may upload financial proposal in the financial bid folder separately specifically mentioning the agency Service charge. Minimum wages as per Annexure-V (attached) to be filled up.

In the BOQ the bidder should quote the service charge percentage in numerical value (round figure) as well as in words. During financial evaluation the quoted numerical value will be treated as percentage service charge value. If any query regarding the BOQ, the bidder may contact bipurchase@jbose.ac.in. The bidder must note that once the BOQ is opened for evaluation, it will not be possible to resolve the discrepancies in the BOQ, if any.

PRICE BID: The wage rate as defined in the DGR notification published in their website from time to time under different Account head (Viz. Basic Wags plus VDA, ESI, EPF, EDLI, Admin Charges EPF & EDLI, HRA, ESI on HRA, Bonus, Uniform outfit allowance, Uniform washing allowance & Relieving Charges) should be invariably followed. All columns in wages and other charges are required to be calculated as per DGR **Office Memorandum No. 28 (75)/2020-D (Res-1) dated 13.05.2021 issued by GoI/MOD** and notification of revision of minimum wages issued regularly by DGR.(attached as Annexure-A)

All ESM engaged by DGR sponsored Security Agency for security work will be paid monthly wages as per **DGR Wage Notifications** in accordance with minimum wages notified by Ministry of Labour & Employment, GOI from time to time for employment of personnel for **Watch and Ward** duties. The Sponsored Security Agency need to submit the proof of deposit of ESI, EPF, EDLI of the respective Regulatory Authority along with their monthly bill/invoice for reimbursement.

There is no liberty with the Security Agency to quote less than the minimum wages required to be paid to Guards/Supervisors. Security Agencies are advised to adhere to the minimum wage structure issued by DGR to avoid inconvenience of **PREMATURE TERMINATION OF CONTRACT/DISEMPANELMENT OF SECURITY AGENCY BY DGR.**

FORMAT FOR PRICE BREAK UP FOR SECURITY PERSONNEL

Rate of daily wages as notified by DGR, from time to time, to be followed by the Agency & the declaration to be given separately as per format (attached under Annexure-II) in the Financial folder.

(Signature of the Bidder with official seal)



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12. Guidelines to the Sponsored Security Agency :

- a. The SPONSORED SECURITY AGENCY IS REQUIRED TO ESTABLISH CONTACT with Bose Institute immediately, failing which the sponsorship is liable to be cancelled for alternate sponsorship.
- b. Bose Institute would check the PAN Card of the ESM Corp/Pvt Ltd/individual company. Empanelment certificate issued by DGR, PSARA certificate on the date of sponsorship and other relevant documents (as per the details given in the sponsorship letter) prior to award of the contract to them.
- c. Security contract will be given only to SENIOR MOST SECURITY AGENCY as mentioned in the sponsorship letter issued by DGR, after calculating the charges till column no. (a) to (j). All columns in wages and other charges are required to be calculated as per DGR Office Memorandum No 28(75)2020-D (Res-1) dated 13 May 2021 and notification of revision of minimum wages issued regularly by DGR i.e. (Basic Wags plus VDA, ESI, EPF, EDLI, Admin Charges EPF & EDLI, HRA, ESI on HRA, Bonus, Uniform outfit allowance, Uniform washing allowance & RELIEVING CHARGES for guards and supervisors).
- d. DGR Guidelines for functioning of Security Agencies and latest wage structure can be accessed at www.dgrindia.gov.in in the pathway as follows:
DIRECTORATE ► EMPLOYMENT ► WAGES.
- e. Payment to security guards/supervisors will be done by ECS/Cheque by the security agency by 7 of each month by the Sponsored Security Agency.
- f. The proprietor of Security Agency will present himself in person for all dealings with Bose Institute.
- g. The Security Agency are strictly to deploy guards in the ratio of 90:10 i.e. 90% Ex-servicemen (Ex-Army/Air Force/Navy personnel) and 10% civilians (which also includes Para Military Personnel/Assam Rifle etc). The violation of same will lead to disempanelment of Security Agency.
- h. Bose Institute will forward the names of the DGR sponsored ESMs who have been awarded a contract within 07 days of commencement of contract to DRZ (E), Kolkata, along with number of guards awarded. Similar report will also be submitted by the DGR ESM who has been awarded contract.
- i. Revised DGR instructions on sponsorship is attached as Annexure 'B'.
- j. **Tender Closure Report:** Bose Institute as well as the agency/company/corporation will intimate the DGR of the outcome of the sponsorship within 07 days from the expiry of the validity of the sponsorship letter. (vide Para 8 (b) (i) of Office Memorandum No 28(75)/2020-D(Res-I) dated 13 May 21 (**Tender Closure Report: Format available on DGR Web Site**).



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- k. In case Institute fail to inform the DGR of the outcome of the sponsorship as mentioned above, further sponsorship in their respect will not be done till compliance.
- l. The Proprietor / Director of the agency /company awarded the contract should produce the following in person at the time of signing of the contract, and Bose Institute will verify the same:-
 - (a) Copy of the DGR Sponsorship Letter
 - (b) Original copy of DGR Empanelment Certificate (with photograph and signature of Proprietor/Directors).
 - (c) PSARA License for the State of operation of the security agency.
 - (d) All other documents as stipulated in the tender document.

13. Special Terms & Conditions

- a. **In case of two or more Sponsored Security Agencies giving the same rate of service charges, the security contract to be awarded to the SENIOR MOST SECURITY AGENCY only.**
- b. For Service charges, the Institute will consider rate as per DGR **Office Memorandum No. 28 (75)/2020-D (Res-1) dated 13.05.2021 issued by GoI/MOD.** There is no liberty with the Security Agency to quote less than the minimum wages required to be paid to Guards/Supervisors. Security Agencies are advised to adhere to the minimum wage structure issued by DGR to avoid inconvenience of **PREMATURE TERMINATION OF CONTRACT/DISEMPANELMENT OF SECURITY AGENCY BY DGR.**
- e. The Sponsored Security Agency shall provide trained personnel and use its best endeavor to provide security services to the Institute for providing safety, monitoring and surveillance.
- d. Any revision in minimum wages as notified by DGR, the incremental wages, if applicable, will be considered by the Institute upon written request received from the agency-
- e. Breakup of the rates quoted from respective categories of Security personnel is to be uploaded along with the price bid as an additional folder in the financial cover (per DGR **Office Memorandum No. 28 (75)/2020-D (Res-1) dated 13.05.2021 issued by GoI/MOD.**)
- f. The offers/bids which are not in compliance with the DGR **Office Memorandum No. 28 (75)/2020-D (Res-1) dated 13.05.2021 issued by GoI/MOD,** will be treated as invalid.
- g. The contract will initially be awarded for one year which may be extendable for another one year period.



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Security Agencies or any obligation to inform the affected Sponsored Security Agency or Sponsored Security Agencies of the ground for Institute's action.

- e. Award of Contract: The Sponsored Security Agency whose Bid has been accepted finally (both Technical and Financial), will be informed by the Institute authority for award of contract.

The notification of award will constitute the formation of the Contract.

15. Pre-Qualification criteria of the Sponsored Security Agency :

- a. The Sponsored Security Agency, in the stature of a Private Limited Company or Partnership Firm or Proprietorship Firm, LLP etc., must be able to deploy security personnel having excellent track record while in present service or past service.
- b. The Sponsored Security Agency must follow the rate of daily wages as notified by as per DGR Office Memorandum No. 28 (75)/2020-D (Res-1) dated 13.05.2021 and as notified from time to time.
- c. Registered Office/Head Office/Branch Office of the Sponsored Security Agency should be in Kolkata.
- d. The Sponsored Security Agency must have registration with EPF, ESI, GST, Professional Tax and also with the Regional Labour Commissioner (Central), sufficiently required for the Sponsored Security Agency to carry out the security services at Kolkata.
- e. Sponsored Security Agency should attach the License under the Private Security Agency (Regulation) Act, 2005 and as amended from time to time with the bid. The license should be valid at the time of submission of the Bid. Failing which the bid will not be considered.
- f. Sponsored Security Agency should attach the License under "The Contract Labour (Regulation and Abolition) Act 1970" obtained from the central labour department specifically mentioned that – ***License is for doing the work "Un-armed Guard, Armed Guard"***. In case of renewed license, the copy of the original license mentioning the same (***License is for doing the work "Un-armed Guard, Armed Guard"***) has to be attached. The license should be valid at the time of submission of the Bid.
- g. DGR Sponsorship Letter
- h. DGR Empanelment Certificate issued by DGR (With photograph and signature of Proprietor/ Directors)
- i. PSARA License on the date of sponsorship for the state of operation of the security agency.



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CHECK LIST

Name of the Sponsored Security Agency :

| | | | | |
|----|--|-----|----|-----------------------------------|
| 1. | Whether tender is submitted in two bid form i.e. Technical bid and Price bid. | Yes | NO | Page No. of the Document attached |
| 2. | Whether Performance certificates as from the past and present Principal Employees has been submitted | Yes | NO | |
| 3. | Sponsored Security Agency should attach the License under the Private Security Agency (Regulation) Act, 2005 and as amended from time to time with the bid. The license should be valid at the time of submission of the Bid. Failing which the bid will not be considered. | Yes | NO | |
| 4. | Registered Office/Head Office/Branch Office of the Sponsored Security Agency should be in Kolkata. | | | |
| 5. | Sponsored Security Agency should attach the License under “The Contract Labour (Regulation and Abolition) Act 1970” obtained from the central labour department specifically mentioned that – License is for doing the work “Un-armed Guard, Armed Guard” . In case of renewed license, the copy of the original license mentioning the same (License is for doing the work “Un-armed Guard, Armed Guard”) has to be attached. The license should be valid at the time of submission of the Bid. | Yes | NO | |
| 6. | Company profile | Yes | NO | |
| 7. | IT Return for last three years, Trade license, PAN, TAN, GST Registration certificate, Professional Tax Registration & All documents and certificates must be valid on the date of submission of the bid. | Yes | NO | |
| 8. | Audited financial statement for last 3 years (2019-20, 2020-2021 and 2021-22). | Yes | NO | |
| 9. | Copies of last 03 financial years Income Tax return filed with the Income Tax authorities (2019-20, 2020-2021 and 2021-22). | Yes | NO | |



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| | | | | |
|-----|--|-----|----|--|
| 10. | Certificate of registration with P.F./E.S.I, Other Statutory Registration Certificates with updated challan of payment. | Yes | NO | |
| 11. | Rate of daily wages as notified by DGR, from time to time, to be followed by the Agency & the declaration to be given as per format (attached under Annexure-IV) | Yes | NO | |
| 12. | Bank Guarantee of 10% of One month's wage bill. The same will be deducted from the monthly service charges in installments. | Yes | NO | |
| 13. | DGR Sponsorship Letter | | | |
| 14. | DGR Empanelment Certificate issued by DGR (With photograph and signature of Proprietor/ Directors) | | | |
| 15. | PSARA License on the date of sponsorship for the state of operation of the security agency | | | |
| 16. | Whether the pre-qualification requirement for submission of the tender has been examined, fulfilling and agrees with the terms and conditions. | Yes | NO | |
| 17. | Additional documents, if any. | | | |

* Pl put tick (✓) mark whichever is applicable

Date :

Signature of the Sponsored Security Agency with seal
(Name and Designation of the Signatory in Capital Letters)



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**16. Tentative requirement of Security Personnel : As per the Annexure III (attached).
Sponsored Security Agency to follow the campus as mentioned in their respective
sponsorship letter issued by DGR.**

17. Part-I

TECHNICAL BID FORM

Name and Address of Sponsored Security Agency :

| Sl. No. | Particulars of documents | Page No. |
|---------|--|----------|
| a) | Acceptance of confirmation to the bid evaluation criteria. | |
| b) | Bank Guarantee of 10% of One month's wage bill. The same will be deducted from the monthly service charges in installments. | |
| c) | Performance certificates from the past and present Principal employers. | |
| d) | Registered Office/Head Office/Branch Office of the Sponsored Security Agency should be in Kolkata. | |
| e) | License under the Private Security Agency (Regulation) Act, 2005 and as amended from time to time with the bid. The license should be valid at the time of submission of the Bid. Failing which the bid will not be considered. | |
| f) | License under "The Contract Labour (Regulation and Abolition) Act 1970" obtained from the central labour department specifically mentioned that – License is for doing the work "Un-armed Guard, Armed Guard" . In case of renewed license, the copy of the original license mentioning the same (License is for doing the work "Un-armed Guard, Armed Guard") has to be attached. The license should be valid at the time of submission of the Bid. | |
| g) | Company profile | |
| h) | Documents related to IT Return for last three years, Trade license, PAN, TAN, GST Registration certificate, Professional Tax Registration & all documents and certificates must be valid on the date of submission of the bid | |
| i) | Audited financial statement for last 3 years (2019-20, 2020-2021 and 2021-22). | |
| j) | Copies of last 03 financial years 2019-20, 2020-2021 and 2021-22, Income Tax return filed with the Income Tax authorities. | |
| k) | Additional documents, if any. | |
| l) | Certificate of registration with P.F./E.S.I, Other Statutory Registration Certificates with updated challan of payment, | |



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| | | |
|----|--|--|
| m) | Rate of daily wages as notified by DGR, from time to time, to be followed by the Agency & the declaration to be given as per format (attached under Annexure-IV) | |
| n) | DGR Sponsorship Letter | |
| o) | DGR Empanelment Certificate issued by DGR (With photograph and signature of Proprietor/ Directors) | |
| p) | PSARA License on the date of sponsorship for the state of operation of the security agency | |

•All supporting documents with clear page nos. and serial wise arranged should be submitted along with Technical Bid.

Signature of the Sponsored Security Agency with date and seal
(Name and Designation of the Signatory in Capital Letters)



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- 18. Right of Institute to accept or reject the BIDs:** The right to accept the BID in full or in part shall rest with the Institute. However, Institute does not bind itself to accept the lowest BID and reserves the authority to reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. BIDs not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.
- 19.** The Institute reserves the right to inspect the office and to verify performance of the Sponsored Security Agency in organization(s) where they are currently engaged. The decision of the Competent Authority will be final regarding the evaluation of performance and consideration of bid
- 20. Signing of the Contract:** The successful Sponsored Security Agency shall be required to execute a Contract Agreement on a non-judicial stamp paper of Rs.100/- (One Hundred only) within fifteen (15) days of the issue of the Work Order by the Institute. In the event of failure on the part of the successful Sponsored Security Agency to sign the Contract within the period stipulated above, the Institute shall cancel the Bid being submitted and the offer of engagement for watch and ward service to the successful Sponsored Security Agency shall be considered as cancelled. The stamp paper shall be arranged by the successful Sponsored Security Agency and cost for the same will be borne by the successful Sponsored Security Agency. B.G. during the period of engagement/contract (including any extended period) with the institute, the Sponsored Security Agency shall make good of any losses/ damages incurred at any of the premises of the institute wherein the Sponsored Security Agency deployed their security personnel. The decision of the Director, B.I., regarding recovering of losses shall be final.
- 21. Performance Security:** The successful Sponsored Security Agency with whom the Institute will enter into agreement for supply of ESM shall submit Bank Guarantee of 10% of One month's wage bill. The same will be deducted from the monthly service charges in installments as mutually agreed by the sponsored Security Agency and Bose Institute. Bank Guarantee issued by any Public Sector Banks in favor of Bose Institute which shall be valid upto 60 days beyond the expiry date of the contract including extended period and the agency is required to get the same renewed for the extended period of contract from time to time. Performance security will be refunded only after successful completion of the contract in all respect. Any loss incurred to the institute due to negligence committed either by the Security Personnel or the agency shall be recovered from the Performance Security of the agency.
- 22. Definition of terms of engagement of security agency:** In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.



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- a. The 'Institute' shall mean Bose Institute, with its premises located at Block-EN, Plot No.-80, Sector-V, salt Lake City, Kolkata-700091 and shall include its authorized representatives, successors and assignees.
- b. The 'CONTRACTOR'/'SECURITY AGENCY'/'SPONSORED SECURITY AGENCY' shall mean the person or persons, firm or company or corporation or consortium of firms or companies, whose BID has been accepted by the Institute and includes the Sponsored Security Agency's legal representative, his/her successors and permitted assignees.
- c. The 'BID/TENDER' shall mean the proposal/offer along with supporting documents, submitted by the Sponsored Security Agency for consideration by the Institute.
- d. The "BID/TENDER DOCUMENT" shall mean the documents issued by the Institute to prospective Sponsored Security Agencies, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Sponsored Security Agency to prepare their BIDS, for submission to the Institute. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda /corrigenda /amendments issued by the Institute.
- e. The 'LETTER OF ACCEPTANCE OF BID' shall mean an official invitation from the Institute to successful Sponsored Security Agency to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- f. The 'WORK' shall mean and include all works to be executed, all items and things to be provided /done and service and activities to be performed by the CONTRACTOR/ SECURITY AGENCY/ SPONSORED SECURITY AGENCY in accordance with the contract.
- g. The 'CONTRACT' shall mean the agreement between the Institute and the CONTRACTOR/ SECURITY AGENCY/ SPONSORED SECURITY AGENCY, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Sponsored Security Agency and as accepted by the Institute.
- h. The 'MONTH' shall mean the Calendar month according to the Christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24 hours.



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23. GENERAL/SPECIFIC TERMS AND CONDITIONS

a. **Definition:** 24 hours Watch and Ward contract shall mean the work of maintaining security of the Institute's Campus with all its articles and premises, outside it in the vicinity and inside as described herein below and will include any item not specifically herein but which may be included within the scope of the work on mutual consent of both the parties.

b. **Description of Work:** The work would have to be undertaken by the said Sponsored Security Agency under this Agreement shall be as follows:

Supply of total number of security personnel for ensuring security of the premises round the clock i.e. 8 hours per shift, 3 shifts a day for 7 days of the week as mentioned herein under Annexure III (Attached). Sponsored Security Agency to follow the campus as mentioned in their respective sponsorship letter issued by DGR.

The requirement of security personnel is indicative only, and is subject to change as per requirement of the Institute from time to time.

- c. To provide necessary surveillance and vigil, monitoring of and all other such activities as is required for providing complete security of the premises. Such jobs are to be done also on holidays for which no extra amount will be payable by the Institute to the Sponsored Security Agency. To be vigilant for prevention of any unwanted incident and unauthorized access to the premises of the Institute. Such, incidents, if any should be immediately reported to the Institute.
- d. The Sponsored Security Agency shall take charge of security of all the premises of Bose Institute and shall make arrangements for opening and closing of main gates as per direction given from time to time by the competent authority and the Sponsored Security Agency shall remain entirely responsible for any theft, loss or damage to the property (ies) of the Institute for any reason due to negligence of the security personnel directly or indirectly. The loss or damage incurred to the Institute due to security failure will be recovered from the Sponsored Security Agency.
- e. To put on/off of the switches of the lights, fans etc. and opening / closing of Gates / doors as and when necessary or instructed.
- f. To provide necessary supervisory staff for effective performance of the required job and the entire supervision and control of the security staff.



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24. General Conditions:

- a. The Sponsored Security Agency shall be solely responsible for uninterrupted security of the campus premises (as mentioned in the DGR sponsorship letter) during and beyond the office hours and on holidays /weekdays also and will ensure such security maintenance to the satisfaction of the Institute.
- b. The Sponsored Security Agency shall also submit posting/appointment letter of each of its men deployed at the Institute and if the Sponsored Security Agency withdraws and/or deploys any person in the premises of the Institute according to its own exigency of work or on advice of the Institute, a copy of the appointment letter of such newly deployed Security Personnel of the Sponsored Security Agency should also be immediately furnished to the Institute.
- c. The Sponsored Security Agency shall take overall responsibility pertaining to security of the entire premises beyond the office hours also and will ensure such security maintenance to the satisfaction of the Institute Authority.
- d. The Sponsored Security Agency should be solely responsible for the contract and on behalf of his deployed Security Personnel, issue necessary identity card bearing the signature of the Sponsored Security Agency and deployed Security Personnel at his own cost.
- i. The Sponsored Security Agency will ensure proper maintenance of security of the campus premises and if any defect or loss is detected by the Institute which is ascertained due to the negligence of the Sponsored Security Agency and/or security personnel engaged by the Sponsored Security Agency, the said Sponsored Security Agency should make good the same at its own cost to the Institute. The decision of the Institute will be final and binding upon the Sponsored Security Agency in this respect. Any loss incurred by the Institute will be charged from the monthly service charges/or liquidation of Performance Security of the Sponsored Security Agency.
- ii. The Sponsored Security Agency shall be liable for any loss, theft etc. occurred due to negligence of their personnel and shall take lawful action in this regard in the event either or any of their personnel is found guilty. Any willful damages of Institute's property etc. by the security personnel will be compensated by the Sponsored Security Agency from the service charges/or liquidation of Performance Security of the Sponsored Security Agency. The decision of the Institute will be final and binding on the Sponsored Security Agency.
- e. If any of the Security Personnel engaged is found not suitable for the purpose, the Sponsored Security Agency immediately, i.e., within 24 hours should arrange for the replacement of the said personnel and inform the Institute accordingly.



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- f. The Sponsored Security Agency should submit details like name, father's name, residential address and contact numbers of the personnel deployed by him in the Institute to the concerned authority.
- g. P.F., E.S.I and GST, as admissible and applicable, would be allowed by the Institute and the Sponsored Security Agency shall deposit the same with the appropriate authority and shall submit copies of challans to the Institute for every month.
- h. Security personnel posted in different campuses of the Institute must follow Standard Operating Procedure of Bose Institute while allowing guests & Visitors in the Campus premises as well as stores/goods items .
- i. The visitor need to confirm the visit from the respective Institute personnel and compliance of the same is to be ensured by the security personnel deployed by the Sponsored Security Agency. All instructions / directives in this regard and as would be intimated from time to time by the Institute shall be obligatory for compliance by each personnel deployed by the Sponsored Security Agency. Any deviation from the same is unacceptable. The penal clause will be implemented as per agreement executed between the Institute and the Sponsored Security Agency. The details of the penalty to be imposed will be specified in the agreement.
- j. Managing parking of vehicles inside Campus.
- k. In case of armed guards, the Sponsored Security Agency will provide Security Personnel having valid licensed weapons. A copy of the valid license should be made available by the Sponsored Security Agency to the Institute.
- l. The Sponsored Security Agency will also undertake to impart necessary training for handling of fire fighting equipments, first aid appliances etc. to all its personnel deployed in different campuses premises of the Institute.
- m. The Sponsored Security Agency must not deploy any personnel beyond 50 years of age in any of the premises of the Institute. If at any stage violation of the same is noticed, the wages paid for such security personnel will be recovered from the Sponsored Security Agency, with penal interest as per rule. The decision of the Institute will be final and binding upon the Sponsored Security Agency.
- n. The Sponsored Security Agency should be able to deploy lady security during working hours of the Institute (10:00 a.m. to 6:00 p.m.).
- o. The Roster of the security personnel to be deployed in campus of the Institute needs to be submitted to the Institute one month in advance. Non adherence of the same will be strictly dealt with.
- p. In case of weekly holiday, alternative arrangement should be made by the Sponsored Security Agency for Supervisors, Security Guards and Gunmen.
- q. Weekly off is to be provided to the deployed personnel by the Sponsored Security Agency as per rule.



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r. The liability of compensation for injury/death/accident to security personnel or others arising during the period of duty by security staff shall be on the part of Sponsored Security Agency.

s. ESM provided by the Sponsored Security Agency to the Institute shall be the employees of the Sponsored Security Agency for all purposes as well as for the purpose of this contract.

t. The Sponsored Security Agency should also hold license under Contract Labour (Regulation and Abolition) Act, 1970.

u. The Sponsored Security Agency should have license under the Private Security Agencies (Regulation) Act, 2005.

v. The character and antecedents of the security staff deployed should be verified from the local police from which the expenditure, if any, will be borne by the Sponsored Security Agency. The verification report should be submitted to the Institute within 01 month from the date of award of the contract.

i. The agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any other immoral act.

w. The Security Personnel will have to take the responsibilities regarding the operation of keys while opening and closing of the different Laboratories and Departments of the Institute.

25. Related scope of work and obligation of the Sponsored Security Agency:

a. The Sponsored Security Agency shall be wholly and exclusively responsible for the due performance of all the obligations under the Contract Labour (Regulation & Abolition) Act, 1970, Employees' State Insurance Act, 1948, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Workman's Compensation Act, 1948 or any other legislation as may be applicable in respect of the employees engaged by the Sponsored Security Agency in the premises of the Institute. If the Institute is ever made liable to pay any amount or fulfill any obligation of any such person employed by the Sponsored Security Agency in the premises of the Institute, the Sponsored Security Agency shall indemnify the Institute to the full extent of the liability incurred and obligations fulfilled or payments made and the Institute shall be entitled to recover the said amount from the Sponsored Security Agency, from the monthly bills and/or by any other mode.

b. The Sponsored Security Agency should provide all materials and equipments i.e. torches, arms and weapons as may be required by the Institute for



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smooth and proper maintenance of security work of the said premises at their own cost.

- c. The Security Personnel shall maintain or cause to maintain Visitor's Register and Key Register, Attendance Register, material in and out register and all other records required under the law from time to time, in respect of all persons employed by it and working under it who have been employed in the premises of the Institute as per prescribed formats provided by the Institute. All such Registers, records and papers shall be made available for inspection at any time by the Institute as may be required from time to time. The Sponsored Security Agency shall also give certified true copies of any such documents, records or papers whenever required by the Institute or its authorized representatives.
- d. The Sponsored Security Agency should fulfill all the obligations and liabilities of the employer of such persons as may be employed by it and shall also be responsible as employer of such persons to settle all the claims and disputes raised by and/or on behalf of the persons employed by or under it including the claims that may arise in respect of employment, non-employment, terms and conditions of employment and in respect of such services rendered and termination of employment of the persons employed by and under it.
- e. The payment of compensation, dues, if any, of the ESM appointed by the Sponsored Security Agency for the purpose of this Agreement will be the responsibility of the Sponsored Security Agency only and the Institute, in no case, will be liable to compensate thereof in lieu of sponsorer.
- f. That the Sponsored Security Agency shall be liable for violation of any legislation and/or prosecution by the authority in respect of their employees and shall also be responsible for safety and welfare of its employees as per laws of the land, engaged for the purpose of this contract.
- g. The Sponsored Security Agency shall be responsible for the discipline and good conduct and behaviour of all the persons engaged by it and/or working on its account and the Sponsored Security Agency shall be liable to make good any losses or damages caused by such persons either to the property and goods of the Institute or personnel of the Institute.
- h. The Sponsored Security Agency shall not employ female security personnel during night time and no person below the age of 18 years shall be employed by the Sponsored Security Agency on the work of the Institute. Suitable reliever is to be provided by Sponsored Security Agency to avoid deployment of the same personnel in two consecutive shifts.
- i. The Sponsored Security Agency shall pay to the Security Personnel employed by it in the campus premises of the Institute as mentioned by the DGR in the



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respective campuses, wages not less than fair and minimum wages as obligatory as per the provisions of the laws.

- j. The Sponsored Security Agency shall have a person who is trained to handle disaster management and will train the ESMs from time to time to handle any such situation if arises.
- k. The selected Sponsored Security Agency should report to the designated officer/Committee at regular interval and comply to all queries/questions raised by the designated officer/Committee. Decision of the Competent Authority regarding ongoing performances of the Sponsored Security Agency will be final.

26. Fees and terms of payment.

- a. That towards services performed and obligation fulfilled by the Sponsored Security Agency in terms of this document, the Sponsored Security Agency shall submit monthly Pre- receipted bills (affixing the revenue stamp) the bill for payment at the agreed rate at the closing date of each month and be paid within 07 working days of each month, if found in order after tallying with the Attendance Register of the Sponsored Security Agency in respect of the security personnel deployed by the Sponsored Security Agency in the premises of the Institute. Thus Sponsored Security Agency will submit along with the bill, the following documents:
 - i. Certified Attendance Sheet.
 - ii. Duty Roster for the succeeding months.
 - iii. EPF and ESI payment challan with relevant document.
 - iv. Wage disbursement sheet.
 - v. Proof of Tax deposited.
 - vi. Proof of payment of wages directly to the bank A/C of respective security staff.
- b. Payment to the Sponsored Security Agency will be released only after disbursement of wages to the security staff deployed at the Institute. The Sponsored Security Agency will have to submit bank statement as a proof of payment of wages and other statutory dues like EPF/ESI etc. along with monthly bill/invoice.
- c. **Payment of Gratuity will be the responsibility of the Sponsored Security Agency. In case, the Sponsored Security Agency fails to fulfill the obligation of payment of Gratuity to its staff engaged with B.I., the Institute will not be held responsible for payment of any Gratuity whatsoever to the security personnel deployed by the Sponsored Security Agency.**



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- d. The Institute shall not be responsible for any payment in connection with the obligation of the Sponsored Security Agency in respect of any Agreement entered into by the Sponsored Security Agency of which the Institute is not a party.
- e. In execution of this contract, regarding upward or downward revision of wage from time to time, the Institute shall follow the schedules and circulars of the DGR.
- f. All payments will be subject to deduction of all kinds of applicable taxes as per rules.
- g. The Institute will have no liability under the provisions of The Payment of Gratuity Act, 1972 in respect of the ESM deployed by the Agency in performance of this agreement.

27. Period of Contract :

27.1 The contract shall be deemed to have come into force from the date taking over the work as mentioned in work order by the Institute and shall remain in force for an initial period of 12 months, extendable for a period of another one year, subject to performance of the sponsoring agency to the satisfaction of the Institute Authority

27.2 Subletting – The contract shall not be transferred to any other Agency.

28. Penalty for failure to render the security service:

- a. In the event of the Sponsored Security Agency's failure to execute the work entrusted in accordance with the Agreement, the Institute reserves the right to make alternative arrangement for which, if the cost incurred by the Institute is higher than that paid to the Sponsored Security Agency, the difference in cost shall be recovered from the Sponsored Security Agency's unpaid bills and Security Deposit. 10% of Service Charges will be deducted by Bose Institute from its monthly bill apart from recovering the cost of damages occurred.
- b. The payment of staff after 07 working days of each month will attract penalty at @ Rs.2000/- per day which shall be deducted from the pending bills of the Agency. The remuneration should be paid to the respective personnel by directly transferring the amount in his/her Bank Account.

29. Suspension/ Cancellation and termination of the Agreement:

- a. Notwithstanding anything contained hereinbefore to the contrary, the Institute shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Sponsored Security Agency shall have no claim for any loss and damage against the Institute. If the Sponsored Security Agency abandons his service for which he/she is committed to the Institute, all his/ her dues e.g. Security Deposit, etc. will be forfeited by the Institute.



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- b. The Institute reserves the exclusive right to suspend, cancel, terminate Agreement executed between the Institute & Sponsored Security Agency at any time if it has sufficient reason to believe that the Sponsored Security Agency has failed to perform or observe or fulfill any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the Institute.
- c. On termination of the Agreement, the Sponsored Security Agency must immediately, i.e., within 24 hours, withdraw its Security Personnel and materials from the Institute and the Sponsored Security Agency shall have no right to claim any demurrage/ compensation from the Institute for the loss of job of its employees or whatsoever in as much as it is for the Sponsored Security Agency to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Sponsored Security Agency.
- d. The Sponsored Security Agency may suspend/cancel/terminate the contract by giving 90(ninety) days clear notice in writing.

30. Arbitration:

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed jointly by the Institute & Sponsoring Agency.
- b. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.
- c. It is a term of the contract that the cost of arbitration will be borne equally by the parties themselves.
- d. Bose Institute reserves the right to reject any or all bids without assigning any reasons whatsoever. No correspondence will be entertained after submission of tender / bid.
- e. The jurisdiction/seat of the arbitration shall be at KOLKATA.
- f. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(Prof.Rajarshi Ray)
Registrar (Officiating)



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Annexure-I

BID ACCEPTANCE FORM

(To be submitted on the official letter head of the Sponsored Security Agency)

To
The Director
Bose Institute
Unified Academic Campus,
EN 80, Sector V, Bidhan Nagar,
Kolkata - 700091 WB India

Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, I/We agree to furnish required services in conformity with the Two Bid System or such portions thereof at the prices given in the Price Bid on receipt of order for the same.

I/We, agree to abide by all the terms and conditions as stipulated in the bid document unconditionally, from the date of receipt of intimation from you regarding acceptance of this tender.

I/We, agree to submit the bank guarantee/demand draft as specified in the bid form prescribed by your good self for the due performance of the contract, if our bid is accepted.

I/We, understand that you are not bound to accept the lowest or any bid you may receive.

()
Signature of Sponsored Security Agency with Office stamp
(Name and Designation of the
Signatory in Capital Letters)

Station:

Date:

Telephone No. & FAX No. :

E-mail address:

Name & Designation of the Contact Person:



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Annexure-II

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DIRECTORATE GENERAL OF RESETTLEMENT MINISTRY OF DEFENCE
GOVERNMENT OF INDIA, WEST BLOCK IV RK PURAM, NEW DELHI 110066



NOTICE OF REVISION OF MINIMUM WAGES FOR ONE DAY W.E.F. 01 Apr 2023

1. Reference Government of India, Ministry of Defence Office Memorandum No 28(75)/2020-D (RES-I) Dated 13 May 2021 and Corrigendum dated 23 Jun 2021 regarding Guidelines for functioning of DGR Empanelled Ex-Servicemen Security Agencies.

2. Consequent to revision of Minimum Wages by Ministry of Labour and Employment, vide Government of India, the Ministry of Labour & Employment, Government of India Order File. No. 1/5(6)/2023-LS-II dated 03 Apr 2023 for Employment of personnel of the Central sphere, for Watch and Ward Duties and ibid office memorandum, The under mentioned Minimum Wages for one Watch (8 hours) are the rates (All components) Below which the quotations at all stages of Tendering to the Principal Employer and payment to the guards & other staff employed Will NOT be made by DGR sponsored security agencies/ Companies/ Corporations throughout the country with effect from 01 Apr 2023.

AREA A

| S.No | Description | Percentage (To be read in conjunction with latest rules/ Acts/ regulations and policies promulgated by Competent Government Authority) | Security Guard without arms (skilled) | Security Guard with arms Guman (Highly skilled) | Supervisor (Highly skilled) | Remarks |
|------|---|---|---------------------------------------|---|-----------------------------|---|
| (a) | Basic Wages (BW) plus Variable Dearness Allowance (VDA) | | 897 | 973 | 1193.01 | 1. Centre or state wages, whichever is higher, is payable. 2. See Notes 1 & 5 |
| (b) | Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI | 3.25% of Basic plus VDA | As Applicable | | | See Notes 2 & 10 |
| (c) | Employees Provident Fund (EPF) | 12% of Basic plus VDA | As Applicable | | | See Notes 9 & 10 |
| (d) | Employees Deposit linked Insurance (EDLI) | 0.5% of Basic plus VDA | As Applicable | | | or as notified from time to time |
| (e) | Administrative Charges(EPF & EDLI) | 0.50 % of Basic plus VDA | As Applicable | | | or as notified from time to time |
| (f) | House Rent Allowance (HRA) | 24% of Basic plus VDA or Rs 5400 (Whichever is higher) | 215.28 | 233.52 | 286.32 | See Notes 3, 9 & 10 or as notified from time to time |
| (g) | ESI/Medical Allowance on HRA | 3.25% of HRA | As Applicable | | | See Notes 2, 9 or 10 as notified from time to time |
| (h) | Annual Bonus | 8.33% per month (Basic+VDA) | - | - | - | See Notes 4, 9 & 10 or as notified from time to time |
| (i) | Uniform Outfit Allowance | 5% of Basic plus VDA | 44.85 | 48.65 | 59.65 | |
| (j) | Uniform Washing Allowance | 3% of Basic plus VDA | 26.91 | 29.19 | 35.79 | |
| (k) | SUB TOTAL Sum of (a) to (j) | | | | | Cost per Watch (8 Hours) for every Guard |
| (l) | Relieving Charges 1/6 th of serial (k) ** | 1. To be incorporated only when a reliever is provided on paid rest days. 2. All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt Departments. | | | | |
| (m) | Total Cost Per Day | | | | | |
| (n) | Service Charge | 1. 14% (fixed) Service Charges for Operational contracts (contracted before 13 May 2021) on Ser 2(m) 2. 10% (fixed) for contracts under negotiation/ contracted from 13 May 2021 onwards on Ser 2(m) till migration to GeM 3. Upto max of 10% on Ser 2(m) on competitive bidding on GeM portal (Post Migration) | | | | 1. Ref Para 13 (a) & (g) (ii) of MoD OM dt 13 May 2021 and Amendments. 2. See notes 9 & 10 |
| (o) | Sum Total | Sum of (m) and (n) | | | | See Notes 7 & 8 |
| (p) | GST | As per prevailing rates | | | | As notified |

AREA A - Ahmedabad(UA), Bengaluru(UA), Kolkata(UA), Delhi(UA), Greater Mumbai(UA), Navi Mumbai(UA), Hyderabad(UA), Kanpur(UA), Lucknow(UA), Chennai(UA), Nagpur(UA), Faridabad Complex(M. Corp), Ghaziabad(UA), Gurgaon, Noida, Secunderabad, Pune(UA)



अतुल दीवान / Atul Dewan
कमोडोर / Commodore
प्रधान निदेशक (सिजनरी) / PD (Emp)
पुनर्वास महाविभाग / Directorate of Resettlement
रक्षा मंत्रालय / Ministry of Defence
नई दिल्ली-110066 / New Delhi-110066



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Annexure – "III"

Requirements of the Security personnel as follows:

| Sl. No. | Address of the Premises | Shifts | Supervisor | Security Guard | Gunman | Reliever | Remarks |
|---------|--|----------------------|----------------------------|----------------|--------|----------|---|
| 1. | Bose Institute, Main Campus, D.M. BOSE 93/1, A.P.C. Road, Kolkata – 700 009. | 6.00a.m.-2.00pm. | NIL | 1 | NIL | | Gunman and security guard should not do duty beyond 26 days. Replacement should be given. |
| | | 2.00p.m. - 10.00p.m. | | 1 | | | |
| | | 10.00p.m.-6.00a.m. | | 1 | | | |
| | Bose Institute, Main Campus, 93/1, A.P.C. Road, Kolkata – 700 009. | 6.00a.m.-2.00pm. | 1 (9:30 a.m. to 6:30 p.m.) | 2 | | | |
| | | 2.00p.m. - 10.00p.m. | | 2 | | | |
| | | 10.00p.m.-6.00a.m. | | 3 | | | |
| | | TOTAL | 1 | 10 | 1 | | |

TOTAL NO OF PERSONNEL REQUIRED:

Security Guard: 10, Gunman:01 and Security Supervisor:01

Spl. Note:

- 1. Security guard (with & without arms) shall not be deployed on duty for more than 26 days in a month.**
- 2. Number of security personnel to be deployed may vary depending on the needs of Bose Institute.**

*The number of required Security personnel may be increased / decreased by the Institute as per requirement.



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Annexure-IV

Declaration

(Declaration to be given on printed official letter head of the bidder)

I/We,.....in the capacity of (Prop./Partner) of
(Name of the Security agency) do here by declare that during the period of contract with
Bose Institute,(Name of the Security agency) will follow the wage rate
as notified by DGR, Govt. of India/MOD, from time to time.

Date

Place

Signature of the bidder with date & seal

(Name and Designation of the Signatory in Capital Letters)



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| Annexure V | | | | |
|--|---|--------------------------------|---------------------------|-------------------------|
| Ref: DGR Revision of minimum wages for one day w.e.f. 01 Apr 2023 (Annexure II attached) Bose Institute, Main Campus, 93/1, A.P.C. Road, Kolkata 700009 (Campus under area "A") | | | | |
| Srl. No. | Particulars | No. Of Security Guard (L) : 10 | No. of Armed Guard (M):01 | No. of Supervisor(N):01 |
| a. | Rate of Wage (Basic plus VDA) | 897 | 973.00 | 1,193.01 |
| b. | Minimum wages per head per month of 26 Days | 23,322.00 | 25,298.00 | 31,018.26 |
| c. | ESI/ Medical Allowance and Workmen Compensation in areas not covered under ESI @3.25% of Basic plus VDA | | | |
| d. | EPF @12% Basic plus VDA (upto 15,000) | | | |
| e. | EDLI @ 0.5% Basic plus VDA | | | |
| f. | Administrative Charges (EPF & EDLI) | | | |
| g. | <u>HRA @ 24% of Basic plus VDA or Rs. 5400 (Whichever is higher)</u> | | | |
| h. | ESI/ Medical allowance on HRA @3.25% of HRA | | | |
| i. | Annual Bonus @ 8.33% per month (Basic plus VDA) | | | |



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| | | | | |
|----|---------------------------------------|---------------------|-------------------|-------------------|
| j. | Uniform Allowance @ 5% Basic plus VDA | | | |
| k. | Uniform Washing @ 3% Basic plus VDA | | | |
| l. | Total Wage | | | |
| m. | Reliever Charges (1/6 of total wages) | | | |
| n. | Sub Total | (A1) | (A2) | (A3) |
| o. | Service Charge @ K % on sub total | K1 | K2 | K3 |
| p. | Gross Total | A1+K1 | A2+K2 | A3+K3 |
| q. | Total Cost Per Month excluding GST | (A1+K1)*10 (Say T1) | (A2+K2)*1(Say T2) | (A3+K3)*1(Say T3) |
| r. | GST | G1 | G2 | G3 |
| s. | Total Cost Per Month | T1+G1 | T2+G2 | T3+G3 |



"This sponsorship is valid for 90 days from date of issue"

Tel: 033-22234432
E-mail: drzekol@desw.gov.in



BY Regd Post/E-mail
Directorate Resettlement Zone (East)
246 AJC Bose Road
Alipore, Kolkata, W B-700027

No 2112/Bose Kolkata/2023/WB/8117/865/8182/Emp

12 Jun 2023

To,

Registrar, Bose Institute, Salt Lake Campus,
Unified Academic Campus (UAC), Block EN-80,
Sector V, Bidhan Nagar, Kolkata-700091
E mail ID_ registrar_pffoce@jcbose.ac.in
MOB No. 03325693283

SPONSORSHIP FOR SECURITY AGENCIES

1. Refer your office your letter No.R/368/2023 dated 19 May 23.
2. The details of sponsorship are as follows:

| SENIOR MOST SECURITY AGENCY | 2 ND MOST SECURITY AGENCY | JUNIOR MOST SECURITY AGENCY |
|---|--|--|
| M/s 8117 Tamal Chowdhury Security Agency 7/30, A Road, Purbasha Abasan, Anandapuri, Barrackpore, PS- Titagarh, West Bengal - 700122. Email ID: tamchow63@gmail.com , Mob No. - 9624309493. | M/s 8265 Sudip Guha Security Agency Flat No. 2, Bidhan Pally (Premises No. 147), Naktala, PO- Garia, PS- Banskroni, Dist - South 24 Parganas, Kolkata, West Bengal - 700084. Email ID: pidusahug@gmail.com , Mob No. 9494564198. | M/s 8182 Samarendra Ghosh Security Agency Flat No. - 122, Jalvayu Residency, 337 Motilal Gupta Road, Barisha, Behala, P.S.- Haridevpur, Kolkata, West Bengal - 700008. Email ID: ghosh.sec.dgr@gmail.com , Mob No. - 8100617262. |
| Location | Bose Institute, Main Campus & Bose Institute, main Campus, M Bose, 93/1, APC Road Kolkata-700009 | |
| Approximate No. Of Guards | 12 (Supervisor-01, Unarmed-10, Armed-01) | |
| Duration Of Contract | 02 YEAR | |

3. The **SPONSORED SECURITY AGENCY IS REQUIRED TO ESTABLISH CONTACT** with the Principal Employer **immediately**, failing which the sponsorship is liable to be cancelled for alternate sponsorship and **action as deemed fit will be initiated against Security Agency.**
4. The **Seniority Order of Security Agencies is 8117 (SENIOR MOST), 8265 AND 8182 (JUNIOR MOST).**
5. The Principal Employers are requested to check the PAN Card of the ESM Corp/Pvt Ltd/individual company, Empanelment certificate issued by DGR, PSARA certificate on the date of sponsorship and other relevant documents (as per the details given in the sponsorship letter) prior to award of the contract to them.
6. **The Principal Employers are advised to give security contract only to SENIOR MOST SECURITY AGENCY as above-mentioned after calculating the charges till column no. (a) to (m) . All columns in wages and other charges are required to be calculated as per DGR Office Memorandum No. 28(75)/2020-D(Res-I) dated 13 May 2021 and notification of revision of minimum wages issued regularly by DGR i.e (Basic Wags plus VDA, ESI, EPF, EDLI, Admin Charges EPF & EDLI, HRA, ESI on HRA, Bonus, Uniform outfit allowance, Uniform washing allowance & RELIEVING CHARGES for guards and supervisors).**
7. DGR Guidelines for functioning of Security Agencies and latest wage structure can be accessed at www.dgrindia.gov.in .
DIRECTORATE → EMPLOYMENT → WAGES.
8. **The Principal Employer will pay wages due to the Security Agency By 1ST OF EVERY MONTH. Payment to security guards/supervisors will be done by ECS/Cheque by the security agency by 7th of each month.**
9. It is also advised that if any DGR/DRZ(E) empanelled Security Agency quotes less than the minimum wages to become L1, that **Security Agencies may not be awarded security contract by the Principal Employer i.e. PSUs/Non-PSUs. There is no liberty with the Security Agency to quote less than the minimum wages required to be paid to Guards/Supervisors. Security Agencies are advised to adhere to the minimum wage structure issued by DGR to avoid inconvenience of PREMATURE TERMINATION OF CONTRACT/DISEMPANELMENT OF SECURITY AGENCY BY DGR.**
10. The proprietor of Security Agency will present himself in person for all dealings with Principal Employers.
11. The Security Agency are strictly to deploy guards in the ratio of 90 : 10 i.e 90% Ex-servicemen (Ex-Army/Air Force/Navy personnel) and 10% civilians (which also includes Para Military Personnel/Assam Rifle etc). The violation of same will lead to disempanelment of Security Agency.
12. The Principal Employers will forward the names of the DGR sponsored ESMs who have been awarded a contract within 07 days of commencement of contract to DRZ (E), Kolkata, along with number of guards awarded. Similar report will also be submitted by the DGR ESM who has been awarded contract.
13. The Principal Employers are requested to forward fresh Requisition dully filled in (Ink Signed with office stamp) to DRZ(E), KOLKATA 03 MONTHS PRIOR to the completion of ongoing contract of Security Agency for fresh sponsorship.
14. **This sponsorship is valid for 90 days from date of issue. You are to complete your contract formalities within this stipulated time frame.**
15. **Revised DGR instructions on sponsorship is attached as Appendix.**



[Signature]
JT DIR, DRZE

No. 28(75)/2020-D(Res-1)
Government of India
Ministry of Defence
(Department of Ex-servicemen Welfare)

New Delhi, dated **13** May 2021

SUBJECT : GUIDELINES FOR OPERATION/ FUNCTIONING OF DGR EMPANELLED EX-SERVICEMEN (ESM) SECURITY SERVICES

References:

- (a) DESW/ MoD OM No. 28(3)/ 2012-D (Res 01) dated 09 July 2012 & Amendment in OM dated 16 Jan 2013.
- (b) DPE-GM- 12/0001/2016-GM-FTS-5410 dated 13 Sep 2018.

1. Due to Operational and administrative reasons, around 60,000 skilled Armed Forces Personnel (*skilled to undertake security guards related duties*) are retired every year to maintain a youthful profile of the Armed Forces. Deptt of ESM Welfare/ DGR inturn, is mandated to facilitate their re-settlement through various Govt sponsored schemes. "Provision of Security Services" through DGR empanelled Security Agencies (*with ESM Officer as proprietor and other ESM as Security Supervisors/ Guards*) is **one of the 'Flagship Project' that generates maximum employment for ESM.**

2. Towards above, DGR under directives of Ministry of Defence had evolved ESM Security Agency Scheme in 1992. In pursuance of the same, Ministry of Defence vide its letter Number **4(20)/US(RES)/93 dated 04 Feb 1994** regarding provision of personnel for security services on contract in CPSE's, approached Ministry of Industries & Heavy Industries and Public Enterprises, Department of Public Enterprises (DPE) , Government of India for issuing appropriate directions. Accordingly DPE vide their **OM No 6 / 23 / 93 – DPE (SC/ST) dated 11 Nov 1994** issued instructions on the subject matter and further amended it vide their letter No. **DPE-GM- 12/0001/2016-GM-FTS-5410 dated 13 Sep 2018.**

3. In order that larger number of individual ESM can avail sponsorships from DGR to the ESM, provisions are made to make the process of sponsorships for security agencies transparent through online registration, data updation by DGR and hosting on their website (www.dgrindia.com) the list of ESM registered/ empanelled and sponsored. To further increase employment for ESM, DGR is concurrently migrating to "GeM Portal" for contractual process and enable all PSU's/Government and other Departments to requisition Security Guards only through 'DGR'. For implementation and also to ensure transparency in operations/ sponsorship for running security agencies, **guidelines are given in succeeding paragraphs in supersession of all earlier orders/ instructions issued by DGR and Deptt of ESW/ MoD.**

4. **Categories of DGR Empanelled Security Agencies:** The following categories of DGR Empanelled ESM Security Agencies are eligible for sponsorship:-



- (a) **Individual ESM Security Agency** – Open to “Ex Servicemen Class 1 Gazetted Commissioned officers” {*hereafter referred to as “ESM (officers)”*} in the form of Proprietorship concerns.
- (b) **State Government Owned ESM Corporations** (*specific instructions for Empanelment / renewal are attached as Appendix ‘A’*).
- (c) **Widow of ESM (Officer) in case of Death while availing benefit under Security Agency Scheme under DGR** (*specific instructions are incorporated in Para 15 below*).

5. **Empanelment.** The Empanelment will be done ‘State wise’ and the applicants will be given the option of choosing only “one State” for operation. Change of State will be permitted only once during the entire period of empanelment (***i.e only if no benefit taken from the State empanelled initially***). Empanelment to the DGR Security Agency Scheme is subject to fulfilling the following conditions:-

- (a) The Individual should be an ESM (Officer/ Proprietor) as per definition promulgated by Government of India, Ministry of Personnel, Public Grievances & Pensions (DOP&T) OM No 36034/1/2006-Estt(Res) dated 10 Oct 2012 (*last amendment issued on 13 Feb 2020 vide DOP&T F.No.36034/1/2019-Estt.-Res dated 13 Feb 2020*) and as revised from time to time.
- (b) Should be a Resident of the Union of India.
- (c) Registered ESM (Officers) can apply for empanelment for the scheme **before attaining the age of 60 years.**
- (d) **No Dual Income:**
 - (i) The ESM (officers) **should not have availed any other Employment/ Self Employment/ Re-settlement benefits through DESW (ECHS/ KSB/ RSB/ ZSB/ DGR).** An undertaking to this effect will be provided at the time of empanelment.
 - (ii) Should not be re-employed with the Indian Armed Forces or any other Government/ Semi-Government organisation, Central Public Sector Undertakings, Public Sector Banks after retirement or employed in the Private Sector once they are awarded the contract.
 - (iii) An affidavit by the officer to the effect that he will resign from any such job / own business venture / consultancy if he takes up the contract should be submitted in this regard at the time of **empanelment.**
 - (iv) The officer will confirm in writing (***i.e. ‘Self Declaration’***) to DGR that he has resigned from such job after getting the contract. Any false declaration in this regard will make the applicant liable for dis-empanelment and followed by cancellation of all sponsorships/ contracts.
 - (v) Consultancy/ Honorarium income of repetitive nature after award of contract with DGR will also be construed as dual income and will be the criteria for Disempanelment.

6. **Empanelment Certificate.**

(a) The 'Empanelment Certificate' will be issued for a duration of five years (05) or up to the date when Proprietor turns Sixty (60) years whichever is earlier.

(b) This certificate is only valid for earning Security Agency Contracts through DGR and not through any other Deptts/ Agencies.

7. Empanelment Certificate by DGR will be issued to the Proprietor of ESM Security Agency only after submission of the following documents:-

(a) **PSARA License for the "entire State" in the name of the ESM (Officer).** Partial PSARA (*i.e a licence not valid for entire State*) for a State will not qualify for Empanelment with DGR.

(b) **Affidavit.** Format attached as **Appendix 'B'**.

(c) **Proof of Office Setup.** An office should be setup duly compliant with the provisions of PSARA Act. All correspondence will be sent at the office address. The ESM will submit Notarized Rent Agreement for office space in the local area within 30 days of first award of contract. In case of self/ spouse/ dependent owned premises, no such agreement is required in which case notarized supporting documents will be submitted.

(d) **Change of Address.** The Proprietor of the Security Agency will not change its office address without intimation and acknowledgment from PSARA issuing authority and will be further intimated (*in writing with proof*) to DGR/ DRZ. In case of change of residential address, the Empanelled ESM Security Agency will intimate change of residential address / email / telephone number within its empanelled State in form of a Notarized Affidavit on Rs 50/- Stamp Paper.

(e) **GeM Vendor Code.** It will be mandatory for Security Agency to be registered with GeM as a "Vendor" and acquire a unique vendor code. The ibid code will be submitted to DGR for obtaining Empanelment Certificate. The Vendor Code will also be endorsed on the Empanelment Certificate issued under the aegis of DGR. A self attested email copy from GeM to the proprietor (*ESM officer/ Applicant*) duly confirming his registration with GeM will be submitted to DGR at the time of Empanelment.

(f) **Outcome of Tender Process on GeM Platform.** Details of outcome of the tender process shall be intimated simultaneously via GeM Portal to DGR and the Requisitioning Agency/ Principal Employer.

8. **Functioning of Security Agencies:**

(a) **Employment of Security Supervisor Personnel.** The Security Agency will obtain a labour license for provision of contract labour in accordance with the Government order on the subject and will also abide by the following guidelines regarding appointment and employment of ESM Guards:-

(i) **Employment of ESM as Security Supervisor/ Guard.** Security Supervisor/ Guards employed by DGR empanelled Security Agencies and empanelled State ESM Corporations providing Security services at Principal Employer's complex must be ESM (**as per the DOP&T Gazette Notification**). A maximum of **10% of Non ESM personnel can be**

employed by the Security Agency/ State ESM Corporation. Any violation in this aspect will lead to dis-empanelment.

- (ii) **Employment/ Appointment of ESM Security Supervisor/ Guards.** Antecedents of ESM being employed should be ascertained by the Proprietor. The ESM employed by the agency should fill recruitment forms as mandated by Govt directives on contract labour. The terms of engagement of security guards must be clearly spelt out in writing. All Security Guards employed by DGR Empanelled Security agencies will be given a "**Letter of Appointment**" as given at **Appendix 'C'**. The copies of the same will be provided to DGR/ DRZ. Terms and conditions given therein will be binding on both ESM Security Agency and the Security Guards.
- (iii) **Number of Security Guards.** Allotment of number of Security Guards to a Proprietor/ESM Corporation is subject to number of empanelled agencies & requisitions from Principal Employers in a State and shall be regulated by DGR. In case of specific requirement of 'Female Guards' it shall be mentioned in the "Requisition Form". These **female guards will be over and above 10% of Non-ESM in the DGR sponsored contract.**
- (iv) **Age of Security Guard and Supervisor.** The upper age limit of a Security Guard and Supervisor will be 65 Years in consonance with PSARA Act - 2005.
- (v) **Training of Security Guards and Supervisors:** In compliance with Section 9 of PSARA Act 2005, Private Security Agency will ensure imparting of prescribed training and skills to its Private security guards and supervisors.
- (vi) **Security Supervisors:** Security Supervisors will be deployed compulsorily as per scales given in State PSARA Rules (*i.e. not below one Supervisor each for every 20 Security Guards*).
- (vii) **List of Employees** deployed by the respective Security Agency as Security Guards and Supervisors and a **copy of latest DGR Wage Notification (Appendix 'D')** will be displayed at all the worksites, locations and Office of the Security Agency giving out the details.
- (b) **Reports and Returns.** The following reports and returns will be submitted to DGR in the prescribed format as per laid down periodicity:-
- (i) **Award of Contract.** All Sponsored Security agencies will forward "Award of Contract Report" duly countersigned by the Principal Employer within seven days of signing of contract.
- (ii) **Strength Return.** All Proprietors will forward **Half Yearly Strength return and Nominal Roll of all the Supervisors/ Guards** duly countersigned by authorised representative of Principal Employer as on 01 January and 01 July as per Format attached at **Appendix 'E'**. These Half



employed by the Security Agency/ State ESM Corporation. Any violation in this aspect will lead to dis-empnelment.

(ii) **Employment/ Appointment of ESM Security Supervisor/ Guards.**

Antecedents of ESM being employed should be ascertained by the Proprietor. The ESM employed by the agency should fill recruitment forms as mandated by Govt directives on contract labour. The terms of engagement of security guards must be clearly spelt out in writing. All Security Guards employed by DGR Empanelled Security agencies will be given a "**Letter of Appointment**" as given at **Appendix 'C'**. The copies of the same will be provided to DGR/ DRZ. Terms and conditions given therein will be binding on both ESM Security Agency and the Security Guards.

(iii) **Number of Security Guards.** Allotment of number of Security Guards to a Proprietor/ESM Corporation is subject to number of empanelled agencies & requisitions from Principal Employers in a State and shall be regulated by DGR. In case of specific requirement of 'Female Guards' it shall be mentioned in the "Requisition Form". These **female guards will be over and above 10% of Non-ESM in the DGR sponsored contract.**

(iv) **Age of Security Guard and Supervisor.** The upper age limit of a Security Guard and Supervisor will be 65 Years in consonance with PSARA Act - 2005.

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(i) **Award of Contract.** All Sponsored Security agencies will forward "Award of Contract Report" duly countersigned by the Principal Employer within seven days of signing of contract.

(ii) **Strength Return.** All Proprietors will forward **Half Yearly Strength return and Nominal Roll of all the Supervisors/ Guards** duly countersigned by authorised representative of Principal Employer as on 01 January and 01 July as per Format attached at **Appendix 'E'**. These Half

yearly strength returns should reach the concerned **office within 15 days of the due date and within 30 days of the new contract being signed**. This Strength Return will also include the nominal Roll of ESM and Civilian guards employed as 1/6th relief.

(iii) **Form AS 26.**

(aa) **Form 26A will be downloaded in the office of DGR during the process of Empanelment.**

(ab) Thereafter, Form AS 26 will also be submitted by the Proprietor on a notarized affidavit confirming the correctness of the details mentioned in the Form AS 26 to DGR /DRZ office as applicable by 30th July every year.

(ac) In addition, the AS 26 form will be downloaded at DGR / DRZ as and when directed/asked for.

(iv) **Half yearly report of ECR (*Electronic Challan cum Return*) and EPF (*Employee Provident Fund*)** details duly signed by the Security Supervisor/ guards and countersigned by the Proprietor will be forwarded.

(v) DGR reserves the right to seek any other document for corroboration (when/ if need arises).

9. **Requisitions by Principal Employer.** The CPSUs/Principal Employers will seek fresh sponsorship from DGR minimum three (03) months in advance from the intended date of deployment of manpower for security, including the exact number of Female Guards (if) required. With regard to Sponsorship letter, under no condition, additional/ Female Guards will be employed by the Principal Employee, if not requisitioned to DGR/ DRZ. The format for requisition of "Manpower for Security" is given at **Appendix 'F'**.

10. **Sponsorships and Duration of Contracts.** To ensure that Principal Employers gets efficient and effective security agencies, DGR will sponsor more than one Security Agency for contractual process on the GeM Platform/ Portal. **Sponsorships will be done in 'cyclic order' by DGR through** duly constituted Board of officers (BOO) in accordance with the guidelines. The sponsorships will be done in the name of DGR Empanelled Security Agency/ Proprietors only. The Sponsorship letter will clearly mention the GeM Vendor Codes of all Security Agency sponsored.

(a) **Validity of Sponsorship Letters.** All Sponsorship letters will be valid for duration of 90 days and its validity can be extended only once for another 45 days on written request from the concerned Principal Employer. Any further extension (*i.e beyond 45 days and upto maximum of 90 days*) will be approved by PD / ADG on noting on case to case basis. **In case the tender process of awarding contract does not materialise within the extended period of maximum 90 days then the ibid sponsorship letter will be deemed as 'Cancelled'. Fresh requisition will then be forwarded by the Requisitioning Agency.** All Sponsorship letters will clearly indicate its date of issue and duration of its validity.

(b) **Sponsorship Duration.** All Sponsorships will be done **for duration of maximum of two years only.**

(c) **Extension of Contract.** Principal Employer, cannot suo-moto extend duration of the Contract of Security Agency/ Proprietor. DGR will reserve the right in this regard. Any violation in this regard, will lead to cancellation of the contract as well as dis-empament of the Proprietor.

(d) All DGR sponsored agencies declared "Overage" (refer Para 17(a) below) subsequent to issue of DGR sponsorship letter will be allowed to participate in the selection process and will be awarded contract if found compliant and the existing contracts will be allowed to run to completion.

11. **Conclusion of Selection Process and Award of Contract:** The Principal Employer must ensure that the selection process is concluded and finalized within the valid duration of DGR sponsorship letter. A report will be submitted by the Principal employer to this effect as per the format attached at **Appendix 'G'** within 30 days of the award of the contract.

(a) **Tendering Processing through GeM Platform.** On receipt of Sponsorship Letter, PSU will call for sponsored Security Agencies on GeM Portal through their unique vendor code and initiate the tendering action.

(b) **Adherence to DGR Wage Notification.** All sponsored security agencies will mandatorily submit requisite details as sought by the Principal Employer wrt DGR Sponsorship. **All Tender rates (except Service Charge) will be as per 'DGR Wage Notification' and be prefilled by the system.**

(c) The rates of wages, allowances, statutory deductions and service charges will also be updated regularly on GeM Portal in accordance with the DGR wage notification (also available on its site www.dgrindia.com) as revised from time to time.

(d) **Earnest Money Deposit / Contract Performance Guarantee (CPG)/ Bank Guarantee.** DGR sponsored ESM are not required to deposit Earnest Money Deposit (EMD). However, depending on the nature of service being provided a DGR sponsored ESM (Proprietor) may be asked to deposit EMD/ CPG or Bank Guarantee up to a maximum limit not exceeding 10 % of One month's wage bill. The same will be deducted from the Proprietors Monthly service charges in instalments as mutually agreed by the ESM and the Principal Employer.

(e) **Cancellation of Requisition / Sponsorship letters.**

(i) In case DGR / DRZ cancels any sponsorship letter or the Principal Employer decides to cancel its requisition / tender, **the sponsorship letter will be treated as cancelled and seniority of all the sponsored ESM (Officer) will remain unchanged. Fresh sponsorship will be carried out only on the basis of written confirmation from the Principal Employer.**

(ii) Cancellation of requisition/ sponsorship (on occurrence) by the Principal Employer will be intimated to DGR/ DRZ immediately.

(f) **Duration of Contract.** Agreement between the Principal Employer and the DGR sponsored ESM Security Agency should be for a period for which the DGR has sponsored the ESM(Officer) i.e it will not exceed a maximum of two (02) years of duration.

12. **Brief Procedure.** Consequent to migration to GeM Portal, under mentioned procedure of sponsorship/ award of guards will be followed (*detailed instructions will also be issued subsequently*):-

- (a) **Stage I.** Requisition clearly specifying **number of guards** required and **duration** is made **to DGR only** by Principal Employer/ Requisitioning Agencies.
- (b) **Stage II.** DGR processes requisition received from Principal Employers and issues Sponsorship Letter addressed to Requisitioning Agency (*notifying sponsored Proprietors*) through GeM Portal/ Platform. Sponsorship Letter contains Vendor Code & other details of the Sponsored Agencies.
- (c) **Stage III.** Using Vendor Code available on Sponsorship Letter issued by DGR, Principal Employer/ Requisitioning Agency calls for sponsored agencies through GeM Platform to initiate tendering/ bidding process.
- (d) **Stage IV.** Post completion of Tendering action based on competitive bidding, **contract is awarded to successful bidder (L1) and concurrently intimation sent by Principal Employers to DGR.** As all rates are prefilled by the system as per DGR Wage Notification, **bidding is purely based on "Service Charge" quoted by the sponsored bidders.**
- (e) **Stage V.** Contract commences with successful & compliant bidder (*any other allowances/ rates would be taken into consideration by the Principal Employer and would be built into the contract with L1 bidder*).

13. **Wage Rates.** All employees engaged by DGR sponsored Security Agency for security work will be paid monthly wages as per **DGR Wage Notifications** in accordance with minimum wages notified by Ministry of Labour & Employment, GOI from time to time for employment of personnel for **Watch and Ward** duties. All statutory deposits and deductions will be governed by the DGR Wage Notifications (**Latest DGR Wage Notification issued as part of this OM is attached as Appendix 'D'**).

- (a) DGR sponsored Security Agencies will not quote the wage rates **below the rates as given in respective DGR Wage Notifications at any of the stages of selection procedure to the Principal Employer.** Similarly, **Service charge can be quoted upto a maximum of upto 10% for mandatory competitive bidding on the 'GeM Platform'/ Portal.**
- (b) With migration of Security Agency Scheme onto GeM Platform, submission of Tender data gets simplified.
- (c) Bidding is competitive and purely based on service charge quoted by compliant bidders (*maximum up to 10% in the present instance*) and applicability of DGR notified wage rates. EPF rates and other data would be taken into consideration by the Principal Employer as per formulation of contract with the selected (L1) bidder (as per rules in vogue).

- (d) **Payment to all the Guards** Employed by a DGR Empanelled Security Agency to perform duties will be exactly as per DGR wage Notifications and no discrimination on the basis of ESM / Non ESM / Female Guards will be made.
- (e) **Wage of a Security Supervisor will be @ 1.33 times of an unarmed security guard.**
- (f) **Additional Charges.** Additional charges will be levied in case of service being provided in **Central/ State Government Notified** remote/disturbed/hazardous areas as Field Allowance@25 percent on Basic Pay plus VDA will be entitled to ESM security guards when working in remote/ distributed areas such as North Eastern States, J & K etc. or when working in areas hazardous to health such as Coal Fields, Mines and Pipelines.
- (g) **Service Charges.**
- (i) The ESM Security Agency **will be paid service charges as approved in the Competitive bidding on GeM Platform @ a maximum upto 10% of the total bill (including Additional Charges if Applicable) by the Principal Employer. This will be reviewed periodically by DGR and issued through its Wage Notification.**
- (ii) Service charge of all on-going security agency contracts **through DGR (i.e those contracted or under negotiation before migration to GeM Portal) will be @10% (fixed) w.e.f the date of issue of the ibid OM/ DGR Wage Notification (Feb 2021).**
- (h) **Death Gratuity.** In an unfortunate event of the death of a Security Guard/ Supervisor, Death Gratuity will be paid to the nominee by the Principal Employer as per the Gratuity Act.

14. **Payment of Wages.** Principal employer will pay wages due to the Security Agency by 1st of every month. **Payment to security guards/ supervisors will be done only by ECS in his/her pension account with the bank/ Cheque by the Security Agency by 7th of each month as per Payment of Wages Act, Govt of India.** In case the Security Agency is not able to pay salary by ECS in his/her pension account with the bank/ Cheque due to compelling reasons, DGR will be intimated and the waiver will be sought accordingly. **Failure to comply this will lead to actions under Para 17(b).**

15. **Change of Proprietorship to Widow of ESM(Officer) in case of Death.** Post unfortunate demise of a Proprietor (officer) while availing benefit under DGR Security Agency Scheme (*benefit availed will only be considered once ex proprietor has been sponsored and awarded / running a contract*), financial hardships are faced by the widow of ESM Proprietors. As the widow of the officer is Next of Kin (NoK) and the legal nominee for pension etc, it is deemed fair to transfer the proprietorship on humanitarian grounds following due legal procedures. Following procedure will be adhered to prior carrying out the transfer of proprietorship:-

- (a) Cancellation of all running contracts at the earliest by DGR/DRZ/ Requisitioning Agency/ Deptt.
- (b) Receipt of Closure Report countersigned by respective PSU/ Principal Employer.

- (c) Surrender of original Empanelment Certificate of the ex Proprietor (officer) at DRZ/DGR.
- (d) Obtaining Fresh PSARA in name of Spouse for same State (i.e as of ex Proprietor).
- (e) Apply for Empanelment certificate at DGR with all requisite documents for empanelment on spouse name.
- (f) On obtaining Empanelment Certificate in name of **spouse-benefit under security agency scheme will be governed by the residual benefits of the ex Proprietor (de-mised ESM officer/ Proprietor)**. The spouse will be eligible (*as per ex Proprietor*) for Seniority for sponsorship, Quota of Guards and Age limit.
- (g) All the instructions/ guidelines of this OM will be applicable immediately on the spouse after her being Empanelled with DGR under Security Agency Scheme.

16. **Legal Aspects.**

(a) The proprietors should have a thorough knowledge and should be compliant with the following (***an undertaking to this effect will be part of the Affidavit submitted to DGR during Empanelment***) :-

- (i) Payment of Wages Act.
- (ii) Minimum Wages Act.
- (iii) ESIC Act.
- (iv) Industrial Disputes Act.
- (v) Employees Provident Funds and Miscellaneous Provisions Act.
- (vi) Payment of Bonus Act.
- (vii) Contract labour (Regulation and Abolition) Act.
- (viii) Payment of Gratuity Act.
- (ix) Equal Remuneration Act.
- (x) Workmen Compensation Act.
- (xi) Other statutory Directions as revised from time to time.

(b) The Proprietor will present himself in person for all dealings with Principal Employers/ Prospective Principal Employers. **No dealing through representatives even on Power of Attorney / any other letter or document of authorization is permitted.**

(c) At DGR, no representatives/ representations on behalf of Security Agency will be entertained. Proprietors will make themselves available at **DGR or its Regional offices (DRZ's) and Principal Employers Premise as and when directed.**

(d) **Police verification of all employees should be done by the Proprietors.** The proprietors are directly responsible for the action of their employees wherever employed.

17. **Non Operational (Non Ops) Status of Security Agency.** Security Agencies will be removed from the active panel of DGR under the following conditions (*list of such ESM Security Agencies will be updated regularly by DGR on their website www.dgrindia.com*):-

(a) Overage / End of laid down Period (60 Years / 05 Years whichever is earlier). When an Individual ESM is declared Overage / Non operational (i.e in accordance with 'Exit Policy').

(i) Only ongoing contracts will be allowed to run till completion of the contract period. All DGR sponsored agencies declared "Overage" subsequent to issue of DGR sponsorship letter will be allowed to participate in the selection process and will be awarded contract if found compliant.

(ii) In this regard there would be no requirement for change in validity of Empanelment Certificate, once sponsorship letter has been issued in the name of ESM/ Security Agency before attaining the age of 60 years.

(b) Disempanelment. Following acts by a DGR Empanelled Security Agency (once established) will lead to Dis-empanelment (*i.e cancellation of existing sponsorships and termination of all running contracts*):-

(i) **Violation of any of the MoD's Instructions / Norms on Empanelment and functioning of DGR Sponsored Security Agencies, or has provided false information in the Affidavit.**

(ii) Concealed any material information having a bearing on his empanelment and sponsorship which may have come to the notice of DGR /DRZ at any time of the validity period.

(iii) **Seeking/ bidding for 'Security Contracts' anywhere without sponsorship from DGR/ DRZ.**

(iv) Non-submission of 'Reports and Returns' as per details given above.

(v) Non submission of bids in response to Principal Employer's enquiry wrt to DGR Sponsorship Letter.

(vi) **Violation of any of the clauses referred wrt DGR wage Notification.**

(vii) Violation of Affidavit.

(viii) Voluntary Exit.

(ix) If he/she is convicted of an offence involving moral turpitude or has been convicted under any offence by a Court of Law.

18. These guidelines are **issued with the approval of the 'Competent Authority' and it supersedes all earlier guidelines/ instructions issued by Deptt of ESW/ MoD and DGR.**

19. The instructions/ guidelines will be effective from the date of issue of this OM.

(Sushil Kumar)
Director

To

- Director General Resettlement, R.K. Puram, New Delhi.(wide publicity may please be given to these guidelines by uploading it on website)

- Secretary, Kendriya Sainik Board, R.K. Puram, New Delhi.(wide publicity may please be given to these guidelines by uploading it on website)
- Secretary, ECHS
- All Service HQs

Copy to:

- Chief Vigilance Commissioner
- Secretary to the Government of India, Department of Public Enterprises
- Adviser (Defence), GeM.

Copy for information to:

- PPS to Secretary(ESW)/PPS to Joint Secretary(ESW)
- Technical Director, NIC Sena Bhawan for display in the 'Circulars' Section of MoD website.



**STATE ESM CORPORATIONS : PROCEDURE AND MANDATORY DOCUMENTS
REQUIRED FOR EMPANELMENT WITH DGR**

1. The following supporting documents along with Application for Empanelment are required to be submitted by State ESM Corporation seeking their Empanelment with DGR :-

- (a) State Govt Notification, notifying formation of Corporation.
- (b) Gazette of the Notification.
- (c) Certificate of Incorporation.
- (d) Copy of Registration with Registrar of Companies.
- (e) Articles of Association.
- (f) Memorandum of Association.
- (g) List of Directors.
- (h) List of Guards currently Operational and those for which participation in tendering is being done/planned for:-
 - (i) State Govt concerns
 - (ii) Central Govt and CPSUs
 - (iii) Private Concerns

Note :- In case above is not planned / envisaged, the Director / Chairman of the Corporation shall submit a 'Certificate', certifying that no such activity is planned / envisaged for participation in State Govt / Central Govt & CPSUs, Private Concerns (strike out whichever is applicable) Security Agencies Services as Service provider.

- (j) Undertaking as per format attached as per **Appx 'B'**.
- (k) Details of Current Bank Account.
- (l) GST Number.
- (m) EPF Account number.
- (n) ESI and EDLI Account Number (as Applicable).
- (o) PAN details of the Corporation.
- (p) Contact details of Director/Chairman and nominated Officer(s) to include their official /authorised E-Mail ID(s).

2. **Board of Officers.** Based on receipt of Application for Empanelment along with requisite documents a Board of Officer will be convened for Empanelment of State ESM Corporations under the aegis of DGR with a Member from Deptt of ESW.

3. **Number of Security Supervisors/ Guards.** This shall be duly based on requisitions, ESM Proprietors (wait-listed) and State parity. DGR will reserve the right for sponsorship duly based on a Board of Officers and approved by the 'Competent Authority'.

4. **Allotment of Security Guards in other States.** Empanelled State ESM Corporations can be offered Sponsorship of Guards outside their Parent State if the affected state wherein/wherefrom the requisition has been received does not have its own DGR empanelled State ESM Corporation.

5. **Ratio of ESM & Non- ESM Security Guards.** The ratio of ESM and Non-ESM Security Guards will be 90:10 – same as for ESM (Proprietors/ Security Agency).

**REVISED AFFIDAVIT BY EX-SERVICEMEN (OFFICERS) FOR DGR
SECURITY AGENCY SCHEME****(TO BE SUBMITTED AT THE TIME OF EMPANELMENT)**

(To be submitted duly signed by ESM(O) on ₹ 100 Non Judicial Stamp Paper and
Attested by the Judicial Magistrate First Class)

| |
|---|
| <u>Recent Passport</u> <u>size colour</u> <u>photograph</u> <u>of the ESM(O)</u> |
|---|

1. I, _____ (Service Number, Rank, Name)
 S/o _____, aged _____ years, R/o _____
 _____ (Present Address with PIN Code),

DGR Registration No. _____ hereby solemnly affirm and undertake &
 declare as under:-

- (a) That I am an **Ex-Serviceman** as per the existing definition.
- (b) That I am registered on **GeM with Vendor Code** _____.
- (c) That I will not be employed with any Govt / Semi Govt / Private Organization or practise any self employment venture or any other commercial activity including consultancy individually / jointly on the materialization of my first sponsorship by DGR. I will quit the job / self- employment / any commercial activity / consultancy etc, if any, within 15 days of signing of my first security contract.
- (d) That I shall personally download my Form 26AS at the time of Empanelment at DGR Office and submit subsequent returns by 30 July every year duly notarized by post. When / if required, DGR can muster the Agency to download from 26AS in office of DGR / DRZ.
- (e) That I will represent my Security Agency in person to the Principal Employer / prospective Principal Employer, i.e. the concerned CPSU and DGR, as and when required.
- (f) That I will not give any Power of Attorney in respect of my Security Agency.

- (g) That I will not use the name of DGR / MoD in any correspondence, negotiation or in any other form with any third party for furtherance of business.
- (h) That I will not seek / bid / participate / in the tendering process of any CPSU / Govt Agencies without sponsorship by DGR. Further, I will not engage in private security agency business with any private entity during the period of my empanelment with DGR.
- (i) That I will intimate DGR about the award of a contract within 30 days of signing it.
- (j) That I will ensure that the uniform worn by the security guards employed by me do not resemble the uniforms used by the Armed Forces of the Union of India / Central Para Military Forces or State Police Forces.
- (k) **That I will employ at least 90% ESM security guards (i.e. 90% ESM and 10% Non-ESM) after duly verifying their documents proving ESM status.** I will ensure that all the security guards engaged by me are appointed as per the prevalent Laws & Govt directives and will give Letter of Appointment to each security guard specifying the terms & conditions of employment, duration and the process of termination of employment.
- (l) **I will only quote service charges @ up to maximum of 10% in accordance** with OM and as revised from time to time by DGR wage notification on the GeM Portal. Bidding will be carried out on GeM Platform as per Service Charges & Notification of Revision of Minimum Wages as intimated / uploaded by DGR on its site www.dgrindia.com.
- (m) That I will also ensure that all the security guards are paid wages & allowances as per the wage structure revised by DGR in terms of the Notification promulgated by the Central Government (Ministry of Labour & Employment and Ministry of Finance etc) and the concerned State Govt.
- (n) That I will deposit the EPF contribution, ESI subscription and all other statutory components regularly in accordance with the laid down legal provisions and the proof of the same will be furnished to the security guards along with their monthly salary slip.
- (o) **That I will submit Guards Strength Returns on Award of Contract and Half Yearly Strength Returns as per the laid down Format, duly counter- signed by the Principal Employer and also whenever directed by DGR.**
- (p) That I will submit the soft copy of Pension Payment Orders (PPOs) of ESM security guards and Training Certificates of all the security guards (*both ESM & Civilian security guards*) within 30 days of the commencement of the security contract and subsequently by 30 June every year.
- (q) That I will follow all directives issued by DGR from time to time for proper compliance of the OM and other guidelines / directions / advisories.

(r) That I shall adhere to all Laws of the Land as applicable to me and my Security Agency including the provisions of the PSARA Act, 2005 and follow the policies, rules and regulations laid down by the Govt / DGR / CPSU as amended from time to time.

(s) That I have a thorough knowledge and am compliant with Payment of Wages Act, Minimum wages Act, ESIC Act, Industrial disputes Act, Employees Provident Funds and Miscellaneous Provisions Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act, Payment of Gratuity Act, Equal Remuneration Act, Workmen Compensation Act and other statutory Directions as revised from time to time.

(t) That I agree to the DGR or any monitoring agency authorized by the DGR having the right to inspect the premises, any documents or accounts of my Security Agency.

(u) That if it is found that I have violated any of the above provisions or I have suppressed / hidden / misrepresented any facts or misled DGR about any of the above statements, **I am liable to face legal action(s) including criminal proceedings. I understand that DGR has the right to disempanel me, de-sponsor my Security Agency and cancel my on-going security contracts.**

Deponent

VERIFICATION

Verified at _____ on this _____ that the contents of the above Affidavit of mine are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Signed in the presence of:-

Witness No 1 _____

Address _____

Mobile No. _____

Witness No 2 _____

Address _____

Mobile No. _____

Deponent

Date: _____

Place: _____

LETTER OF APPOINTMENT FOR ESM / CIVIL PRIVATE SECURITY GUARD
BY EMP No _____ SECURITY AGENCY (VENDOR CODE : _____)
PROPRIETOR _____

1. _____ Security agency appoints
(Name) _____ as a Private Security Guard /Supervisors
wef (Date _____)

PHOTO

2. **Personel Details :-**
- (a) Service No. Rank :
 - (b) Date of Birth :
 - (c) Date of Retirement :
 - (d) PPO No. :
 - (e) ESM I Card No. & Issuing Authority :
 - (f) ESI No. :
 - (g) EPF No./UA No. :
 - (h) Mobile No :

| | |
|------------------------|--------------------------|
| <u>Present Address</u> | <u>Permanent Address</u> |
|------------------------|--------------------------|

3. **Terms & Conditions:-**

- (a) The appointment will be for a duration of 11(eleven) months from the date of appointment or the date of termination of Security Agencies contract with PSU whichever is earlier.
- (b) First one month of the employment will be treated as probationary period and the services can be terminated without a notice, subsequently for termination of services, the proprietor of the Security Agency will give sufficient opportunity to the ESM Security Guard (Employee) in the form of a written show cause notice with 15 days time for a written reply.
- (c) Minimum two months advance notice will be given by both the ESM Security Guard(Employee) and the proprietor for resignation / termination of service.
- (d) Payment of wages will be done in accordance with relevant DGR wage notification as amended from time to time.
- (e) The Security Agency will adhere to all the provisions of Min of Defence, DESW OM No. 28(3)/2012-D(Res-I) dated _____ Feb 2021.

Signature & Stamp of the Proprietor

**DIRECTORATE GENERAL OF RESETTLEMENT MINISTRY OF DEFENCE
GOVERNMENT OF INDIA, WEST BLOCK IV RK PURAM, NEW DELHI 110066**



NOTICE OF REVISION OF MINIMUM WAGES FOR ONE DAY W.E.F. 01 Feb 2021

- Reference Government of India, Ministry of Defence Office Memorandum No 28(3)/2012-D (RES-I) dated 01 Feb 2021 regarding Guidelines for functioning of DGR Empanelled Ex-Servicemen Security Agencies.
- Consequent to revision of Minimum Wages by Ministry of Labour and Employment, vide Government of India, the Ministry of Labour & Employment, Government of India Order File No. 1/20(1)/2020-LS-II dated 12 Oct 2020 for Employment of personnel of the Central sphere, for Watch and Ward Duties and ibid office memorandum. The under mentioned Minimum Wages for one Watch (8 hours) are the rates (All components) below which the quotations at all stages of Tendering to the Principal Employer and payment to the guards & other staff employed will NOT be made by DGR sponsored security agencies/ Companies/ Corporations throughout the country with effect from 01 Feb 2021.

Area- A

| S.No | Description | Percentage (To be read in conjunction with latest rules/ Acts/ regulations and policies promulgated by Competent Government Authority) | Security Guard without arms (skilled) | Security Guard with arms Gunman (Highly skilled) | Supervisor (Highly skilled) | Remarks |
|------|---|---|---------------------------------------|--|-----------------------------|--|
| (a) | Basic Wages (BW) plus Allowance (VDA) | Variable Dearness | 777 | 845 | 1033.41 | 1. Centre or state wages, whichever is higher, is payable. 2. See Notes 1 & 5 |
| (b) | Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI | 3.25% of Basic plus VDA | As Applicable | | | See Notes 2 & 10 |
| (c) | Employees Provident Fund (EPF) | 12% of Basic plus VDA | As Applicable | | | See Notes 9 & 10 |
| (d) | Employees Deposit linked Insurance (EDLI) | 0.5% of Basic plus VDA | As Applicable | | | or as notified from time to time |
| (e) | Administrative Charges(EPF & EDLI) | 0.50 % of Basic plus VDA | As Applicable | | | or as notified from time to time |
| (f) | House Rent Allowance (HRA) | 24% of Basic plus VDA or Rs 5400 (Whichever is higher) | 207.69 | 207.69 | 243.87 | See Notes 3, 9 & 10 or as notified from time to time |
| (g) | ESI/Medical Allowance on HRA | 3.25% of HRA | As Applicable | | | See Notes 2,9 or 10 as notified from time to time |
| (h) | Bonus | 8.33% per month (Basic+VDA) | 64.72 | - | - | See Notes 4, 9 & 10 or as notified from time to time |
| (i) | Uniform Outfit Allowance | 5% of Basic plus VDA | 38.85 | 42.25 | 51.67 | |
| (j) | Uniform Washing Allowance | 3% of Basic plus VDA | 23.31 | 25.35 | 31.00 | |
| (k) | SUB TOTAL Sum of (a) to (j) | | | | | Cost per Watch (8 Hours) for every Guard |
| (l) | Relieving Charges 1/6 th of serial (k) ** | 1. To be incorporated only when a reliever is provided on paid rest days. 2. All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt Departments. | | | | |
| (m) | Total Cost Per Day | | | | | |
| (n) | Service Charge* | Upto max of 10% of Ser 2(m) *All on-going contracts (i.e. not bid on GeM Portal) will be @ 10% (fixed) on Ser 2 (m) | | | | See Notes 9 & 10 |
| (o) | Sum Total | | | | | See Notes 7 & 8 |
| (p) | GST | As per prevailing rates | | | | As notified |

AREA A - Ahmedabad(UA), Bangaluru(UA), Kolkata(UA), Delhi(UA), Greater Mumbai(UA), Navi Mumbai, Hyderabad(UA), Kanpur(UA), Lucknow(UA), Chennai(UA), Nagpur(UA), Faridabad Complex, Ghaziabad, Gurgaon, Noida Secunrabad,Pune

AREA -B

| <u>S.No</u> | <u>Description</u> | <u>Percentage (This is to be read in conjunction with latest rules/ acts/ regulations and policies promulgated by Competent Govt Authority)</u> | <u>Security Guard without arms (Skilled)</u> | <u>Security Guard with arms (Highly Skilled)</u> | <u>Supervisor (one per 20 security Guards) (Highly Skilled)</u> | <u>Remarks</u> |
|-------------|---|---|--|--|---|--|
| (a) | Basic Wages (BW) plus Variable Dearness Allowance (VDA) | | 707 | 777 | 940.31 | 1. Centre or state wages, whichever is higher, is payable. 2. See Notes 1 & 5 |
| (b) | Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI | 3.25% of Basic plus VDA | | As Applicable | | See Notes 2 & 10 |
| (c) | Employees Provident Fund (EPF) | 12% of Basic plus VDA | | As Applicable | | See Notes 9 & 10 |
| (d) | Employees Deposit linked Insurance (EDLI) | 0.5% of Basic plus VDA | | As Applicable | | or as notified from time to time |
| (e) | Administrative Charges (EPF & EDLI) | 0.5% of Basic plus VDA | | As Applicable | | or as notified from time to time |
| (f) | House Rent Allowance (HRA) | 16% of Basic plus VDA or Rs 3600 (Whichever is higher) | 138.46 | 138.46 | 150.45 | See Notes 3, 9 & 10 or as notified from time to time |
| (g) | ESI/Medical Allowance on HRA | 3.25% of HRA | | As Applicable | | See Notes 2 & 9 or as notified from time to time |
| (h) | Bonus | 8.33% (Basic + VDA) | 58.89 | 64.72 | - | See Notes 4, 9 & 10 or as notified from time to time |
| (i) | Uniform Outfit Allowance | 5% of Basic plus VDA | 35.35 | 38.85 | 47.02 | |
| (j) | Uniform Washing Allowance | 3% of Basic plus VDA | 21.21 | 23.31 | 28.21 | |
| (k) | SUB TOTAL | Sum of (a) to (j) | | | | Cost per Watch (8 Hours) for every Guard |
| (l) | Relieving Charges 1/6 th of total of serial (k) ** | <ol style="list-style-type: none"> To be incorporated only when a reliever is provided on paid rest days. All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt Departments. | | | | |
| (m) | Total Cost Per Day | Sum of (k) to (l) | | | | |
| (n) | Service Charge | Upto max of 10% of Ser 2(m) *All on-going contracts (i.e not bid on GeM Portal) will be @ 10% (fixed) on Ser 2(m) | | | | See Notes 9 & 10 |
| (o) | Sum Total | Sum of (m) and (n) | | | | See Notes 7 & 8 |
| (p) | GST | As per prevailing rates | | | | As notified from time to time |

AREA-B

| | | | | | |
|------------------------|----------|-----------------|--------|--------------------|--------|
| Agra | (UA) | Indore | (UA) | Ranchi | (UA) |
| Ajmer | (UA) | Jabalpur | (UA) | Saharanpur | M.Corp |
| Aligarh | (UA) | Jaipur | M.Corp | Salem | (UA) |
| Allahabad | (UA) | Jalandhar | (UA) | Sangli | (UA) |
| Amravati | M.Corp | Jalandhar Cantt | (UA) | Shilong | |
| Aurangabad | (UA) | Jammu | (UA) | Siliguri | (UA) |
| Amritsar | (UA) | Jamnagar | (UA) | Solapur | M.Corp |
| Asansol | (UA) | Jamshedpur | (UA) | Srinagar | (UA) |
| Aurangabad | (UA) | Jhansi | (UA) | Surat | (UA) |
| Bareilly | (UA) | Jodhpur | (UA) | Thiruvananthapuram | (UA) |
| Belgaum | (UA) | Kannur | (UA) | Thrissur | (UA) |
| Bhavnagar | (UA) | Kochi | (UA) | Tiruchirappalli | (UA) |
| Bhiwandi | (UA) | Kolhapur | (UA) | Tiruppur | (UA) |
| Bhopal | (UA) | Kollam | (UA) | Ujjain | M.Corp |
| Bhubaneswar | (UA) | Kota | M.Corp | Vadodara | (UA) |
| Bikaner | M.Corp | Kozhikode | (UA) | Varanasi | (UA) |
| Bokaro Steel City | (UA) | Ludhiana | M.Corp | Vasai-Virar City | M.Corp |
| Chandigarh | (UA) | Madurai | (UA) | Vijaywada | (UA) |
| Coimbatore | (UA) | Malappuram | (UA) | Vishakhapatnam | M.Corp |
| Cuttack | (UA) | Malegaon | (UA) | Warangal | (UA) |
| Dehradun | (UA) | Mangalore | (UA) | | |
| Dhanbad | (UA) | Meerut | (UA) | | |
| Durgapur | (UA) | Moradabad | M.Corp | | |
| Durg-Bhilai Nagar | (UA) | Mysore | (UA) | | |
| Erode | (UA) | Nanded Waghala | M.Corp | | |
| Firozabad | | Nasik | (UA) | | |
| Goa | | Nellore | (UA) | | |
| Gorakhpur | (UA) | Panchkula | (UA) | | |
| Greater Vishakhapatnam | (M.Corp) | Patna | (UA) | | |
| Gulbarga | (UA) | Port Blair | (UA) | | |
| Guntur | (UA) | Puducherry | (UA) | | |
| Guwahati | (UA) | Raipur | (UA) | | |
| Gwalior | (UA) | Raurkela | (UA) | | |
| Hubli-Dharwad | M.Corp | Rajkot | (UA) | | |

AREA-C

| S.No | Description | Percentage (This is to be read in conjunction with latest rules/ acts/ regulations and policies promulgated by Competent Govt Authority) | Security Guard without arms (Skilled) | Security Guard (with arms)/ Gunman (Highly Skilled) | Supervisor (one per 20 Security Guards) (Highly Skilled) | Remarks |
|------|---|---|---------------------------------------|---|--|--|
| (a) | Basic Wages (BW) plus Variable Dearness Allowance (VDA) | | 603 | 707 | 801.99 | 1. Centre or state wages, whichever is higher, is payable. 2. See Notes 1 & 5 |
| (b) | Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI | 3.25% of Basic plus VDA | 19.60 | 22.98 | - | See Notes 2 & 10 |
| (c) | Employees Provident Fund (EPF) | 12% of Basic plus VDA | As Applicable | | | See Notes 9 & 10 |
| (d) | Employees Deposit linked Insurance (EDLI) | 0.50% of Basic plus VDA | As applicable | | | or as notified from time to time |
| (e) | Administrative Charges | 0.50% of Basic plus VDA | As applicable | | | or as notified from time to time |
| (f) | House Rent Allowance (HRA) | 8% of Basic plus VDA or Rs 1800 (Whichever is higher) | 69.23 | 69.23 | 69.23 | See Notes 3, 9 & 10 or as notified from time to time |
| (g) | ESI/Medical Allowance on HRA | 3.25% of HRA | 2.25 | 2.25 | - | See Notes 2, 9 & 10 or as notified from time to time |
| (h) | Bonus (ref notes) | 8.33% per month (Basic+VDA) | 50.23 | 58.89 | 66.81 | See Notes 4, 9 & 10 or as notified from time to time |
| (i) | Uniform Outfit Allowance | 5% of Basic plus VDA | 30.15 | 35.35 | 40.10 | |
| (j) | Uniform Washing Allowance | 3% of Basic plus VDA | 18.09 | 21.21 | 24.06 | |
| (k) | TOTAL | | | | | Cost per Watch (8 Hours) for every Guard |
| (l) | Relieving Charges 1/6 th of total of serial (k) ** | 1. To be incorporated only when a reliever is provided on paid rest days. 2. All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt Departments. | | | | |
| (m) | Total Cost Per Day | | | | | |
| (n) | Service Charge | Upto max of 10% of Ser 2(m) *All on-going contracts (i.e not bid on GeM Portal) will be @ 10% (fixed) on Ser 2(m) | | | | See Notes 9 & 10 |
| (o) | Sum Total | Sum of (m) and (n) | | | | |
| (p) | GST | As per prevailing rates | | | | See Notes 7 & 8 |
| | | | | | | As notified from time to time |

AREA -C: AREAS NOT COVERED IN AREA-A AND AREA-B

Notes:-

1. Wherever the state minimum wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable.
2. **ESI.** The employees employed in the watch & ward duties shall be covered under the Employees State Insurance Act 1948 as amended from time to time based on the gazette notifications by respective State Governments covering the areas under the ESI Act. Those areas which are not covered in the notification shall be covered under the Workmen Compensation Act 1923, as applicable.
3. **HRA.** The classification of the areas for the purpose of calculation of HRA is to be taken as per the classification of areas for **HRA promulgated by the Ministry of Finance**, Govt. Of India.
4. **Bonus** Bonus is mandatory as per Payment of Bonus Act 1965 (as amended vide payment of Bonus Amendment Act 2015), concerned month's wage as fixed by DGR or State Govt or Rs. 7000/- whichever is higher is payable to the security guard/supervisor w.e.f 01 April 2014.
5. **Paid Rest Day** The security guards are entitled to a paid rest day in every period of seven days. (Refer Section 13 (b) of the Minimum Wages Act, 1948 and Rule 23 of the Wages (Central) Rules, 1950). When a security guard is requisitioned by the Principal Employer to work for more than 48 hours in a week, he is entitled to wages on overtime rates for the additional period at double the ordinary rates in addition to the wages for the rest day.
6. **Leave.** Payment for leave relief during the leave as mandated by Centre/State Govts. / Principal employer/Service recipient will also be admissible by the Principal Employer/Service Recipients.
7. **Additional Charges.** Additional charges will be levied in case of service being provided in remote/disturbed/hazardous areas as Field Allowance @ 25 percent of Basic Pay plus VDA, and will be entitled to ESM security guards when working in remote / disturbed area such as Northern Eastern States, J&K etc, or when working in areas hazardous to health such as Coal Fields, Mines and Pipelines.
8. The daily wages shall be the minimum wages below which the the employees employed in the watch & ward duties shall not be paid. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/ quoting the rates of basic daily wage including the variable dearness allowance but the same will not be below the minimum wages as given above.
9. Wages are subject to amendments as and when promulgated by concerned authorities from time to time.
10. Para 2(b), (c), (f), (g), (h), (l) and (n) of this Notice shall be calculated by the security agencies and PSUs/service recipients, as per the governing statutory provisions, as applicable.
11. Any welfare measures laid down by the Central/State Enactments shall be duly complied with by the security agencies and PSUs/Principal employers/service seekers.

2. Summary of Sponsorships.

- (a) Total no. of guards sponsored till date since Empanelment =
(b) Materialised =
(c) Under Negotiation =
(d) Not Materialised =
(e) Total Cumulative Guards Aailed =

3. Important instructions:-

- (a) All fields are required to be mandatorily filled. The sponsorship details should include all sponsorships (from the first to the last) irrespective of the seniority of the security agency. Incomplete report will be returned. No further sponsorship will be considered till submission of complete returns.
- (b) List of ESM guards employed location wise giving their Number, Rank, Name & Regiment and contact number(Mobile) duly countersigned by the Principal Employer is to be submitted along with this report. Submission of the same is mandatory failing which the security agency will not be considered for further sponsorship.
- (c) All reports will positively be submitted within 30 days of the due date, failing which the defaulting security agency is liable for Disempanelment.
- (d) All security agencies are to submit initial report on award of contract within 30 days of award of contract besides reflecting the same in the current report.
- To be submitted to DGR as on 01 January and 01 July every year.

CERTIFICATE

Certified that the above mentioned information furnished by me is correct and in the event of it being wrong, my agency shall be liable to be disempanelled, and all my individual proprietorship contracts will be terminated by the Principal Employer. I will be liable for legal/ penal actions.

Signature and stamp of

Proprietor (Rank & Full Name):

Date and Place:

Nominal Roll of Security Guards Deployed by _____ Security Agency (Separate for different Contracts)

Security Guards Deployed at _____ as on Month Year.

| S.No | Service No. | Name | Regiment | ESM I Card No. | Mobile |
|------|-------------|------|----------|----------------|--------|
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Security Guard (Relief) Deployed at _____ as on Month Year.

| S.No | Service No. | Name | Regiment | ESM I Card No. | Mobile |
|------|-------------|------|----------|----------------|--------|
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Signature & Stamp of
Proprietor (Rank & Full Name)
Date & Place

Countersignature

(Authorised Representative of Principal Employer)

Requisition Seeking Sponsorship from DGR / DRZ
for ESM Security Agencies for Limited Tender Enquiry

1. I _____ for and on behalf of M/s _____ hereby undertake the following prior to seeking sponsorship of DGR empanelled security agencies at _____ (Area) in the jurisdiction of my organization.

(a) That whilst seeking sponsorship of / awarding contract to DGR sponsored security agency, the Principal Employer (CPSU), i.e. M/s _____ shall abide by the provisions of GOI MoD OM No 28(3)/2012-D(Res-I) dated _____ Feb 2021 and its subsequent amendments, if any, issued from time to time.

(b) The Principal Employer, i.e. M/s _____ shall submit half yearly returns of the security guards status, including Ex-Servicemen guards, employed by the security agency, to DGR so that the stipulated percentage & strength of ESM guards can be ascertained by DGR. These reports shall be authenticated by the Authorized Representative of the Principal Employer, i.e. M/s _____ and sent to DGR on 01 Jan & 01 July of each year.

(c) Intimation will be given to DGR/ DRZ regarding the award of contract with the details of the successful security agency. Details/ Reasons will be intimated if the contract is not entered into.

(d) Intimation will be given to DGR /DRZ regarding cancellation of the contract. (if any)

2. Requisition for seeking sponsorship of ESM Security Agencies for limited tender enquiry.

| | | |
|-----|--|--|
| (a) | Name of PSU / Principal Employer | |
| (b) | Corporate & Correspondence Addresses of the Principal Employer | |
| (c) | Name & Designation of the Authorized Representative of the Principal Employer | |
| (d) | Tele No with STD Code of the Authorized Representative of the Principal Employer Office & Mobile No | |
| (e) | Fax No with STD Code of the Authorized Representative of the Principal Employer | |
| (f) | Letter No & date vide which Requisition for security agencies forwarded to DGR (Mandatory field. Unique Number / ID for each Requisition be given) | |
| (g) | Official E-mail id of the Authorized Representative of the Principal Employer | |
| (h) | Location(s) District & State where Security guards are proposed to be deployed | |
| (i) | Type of guards required in confirmation with State PSARA Rules (Armed / Unarmed / Supervisor) | |
| (j) | Type & Number of Guards required in each location | |

| | | |
|-----|---|--|
| (k) | Number of posts to be manned | |
| (l) | Total No of guards required (Armed + Unarmed + Supervisor + Lady guards, if any) | |
| (m) | Scheduled / Expected date of commencement of the Proposed Contract | |
| (n) | Number of security agencies / Corporations required by limited tendering | |
| (o) | <u>Duration of Contract</u> (a) Maximum of 2 years (No provision for suo-moto extension by Principal Employer) (ref Para 10 (c) of OM) (b) Reasons if specifically required for only 1 year | |
| (p) | Any other relevant information. | |

3. Details of previous contract.

| | | |
|-----|---|--|
| (a) | Name of Security Agency /Corporation providing service at present & its DGR Empanelment No. | |
| (b) | Date of commencement of previous contract(s) | |
| (c) | Date of expiry of previous contract(s) | |
| (d) | Number of guards deployed by the present Security Agency / Corporation / Company | |
| (e) | Performance of Guards deployed by the present Security Agency / Company / Corporation | |

Official Stamp
Date & Place

Signing Authority

| Correspondence Address | Tele Fax No | E-mail Id & Website | Remarks |
|---|---|--|---|
| Jt Dir [(Emp)(E&R)] Directorate General Resettlement Dept of Ex-Servicemen Welfare Ministry Of Defence, Govt of India West Block-IV, RK Puram New Delhi - 110066 | Tele :- 011-20892565 Fax :- 011-26171456 | ercelldgr@desw.gov.in www.dgrindia.com | Requisition to reach DGR three (03) months before commencement of the new contract. |

Alternate address

| | | | |
|---|---|--|---|
| Principal Director [(Emp)(E&R)] Directorate General Resettlement Dept of Ex-Servicemen Welfare Ministry Of Defence, Govt of India West Block-IV, RK Puram New Delhi - 110066 | Tele :- 011-20862529 Fax :- 011-26171456 | pddgr@desw.gov.in www.dgrindia.com | Requisition to reach DGR three (03) months before commencement of the new contract. |
|---|---|--|---|

Format : Award of Contract / Tender Closure Report

Ref :- Para 11 of MoD OM No. 28(3)/2012-D(Res - I) dated _____ Feb 2021.

1. **Details of Principal Employer**

- (a) Name of Principal Employer :
- (b) Address/Location :

2. Requisition Reference

3. Sponsorship letter Number :

4. Outcome of Tendering (Successful / Cancelled / Deferred / Delayed) Reasons :

5. **Details of Security Agency awarded contract :**

- (a) Empanelment No :
- (b) Vendor Code (issued by GeM) :
- (c) Name of Security Agency :

6. **Contract details**

- (a) Work Order Number :
- (b) Duration :
- (c) Lady Guard (if any)
- (d) Start Date :
- (e) Finish Date :

7. **Guard details**

- (a) Armed Guards :
- (b) Unarmed guards :
- (c) Supervisors :
- (d) Total :

Date :

Auth Signatory
Dept Designation