



Institute for Social and Economic Change

Dr. V.K.R.V. Rao Road, Nagarabhavi P.O., Bengaluru – 560 072

TENDER NOTIFICATION

September 27, 2022

Sealed Tenders are invited for Security Services in the ISEC Campus from the reputed Bengaluru based agencies/contractors having adequate experience in providing security services. Interested agencies may download the format from website www.isec.ac.in. Duly filled tender along with EMD of Rs. 1,00,000/- (Rupees One Lakh only) by way of DD/Pay order of any scheduled Bank drawn in favour of “Registrar, Institute for Social and Economic Change, Bengaluru”, should be submitted to The Registrar, Institute for Social and Economic Change, Dr.V.K.R.V. Rao Road, Nagarabhavi PO, Bengaluru – 560 072. Last Date for submission: October 17, 2022. Tenders will be opened on October 19, 2022 at 11.00 am in the Committee Room. Interested Tenderers may be present while opening the tenders.

Sd/-
Registrar

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Institute for Social and Economic Change

Dr. V.K.R.V. Rao Road, Nagarabhavi P.O., Bengaluru – 560 072

INFORMATION TO TENDERERS

Tender Ref. No: ISEC/Regr/Estate/2022-23/02

Name of work : Providing Security Services in the ISEC Campus

Last Date of Submission of tender : Upto 4.00 p.m. (IST) on Oct. 17, 2022

Opening of Tenders : at 11.00 a.m. (IST) on Oct. 19, 2022

Submission of Tenders

- Tender should be submitted in two sealed covers. 1st Cover (Technical Bid) consisting of all the technical details including the Agency's previous experience, nature of work carried out, number of manpower provided for Security Services, and other data (Technical Bid Form "A" Part-I & II) along with EMD. The EMD should be kept along with Technical Bid i.e. (1st Cover). This cover should be superscribed as **"Tender for Providing Security Services at ISEC", (Technical-Bid)"**
- The 2nd Cover (Financial Bid) should contain the Financial quote (Form "B"). This cover should be superscribed as **"Tender for Providing Security Services at ISEC, (Financial Bid)"**.
- Both these covers should be kept in a single sealed cover superscribed as **"Tender for Providing Security Services at ISEC"** and submitted.

Other Terms:

- a. Submission of EMD of Rs.1,00,000/- (Rupees One lakh only) is mandatory and should be submitted along with the Technical Bid. The EMD should be furnished only in the form of DD/ Bankers Cheque from any scheduled bank drawn in favour of **"Registrar, Institute for Social and Economic Change"** payable at Bengaluru. EMD in any other form will not be accepted. EMD submitted by unsuccessful bidders will be returned within 90 days from the date of opening of Financial Bid or immediately after placing LOA on the successful bidder. Tenders received without valid EMD will be summarily rejected.

b. Exemption from paying EMD

- I. The bidders who have registered with MSME/NSIC/UDYAM are exempted from payment of EMD. Copy of the MSME/NSIC/UDYAM Certificate should be submitted as a documentary proof in the first envelope (**Envelope- 1**).
 - II. If such proof is not submitted and EMD is also not paid, such tenders will be summarily rejected. The bidders who have not registered with MSME/NSIC/UDYAM should pay the EMD.
 - III. If this tender is accepted, I/We agree to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed or any default thereof pay to the Institute the sum of security deposit money mentioned in the tender conditions without prejudice to any other right of the Institute.
- c. The bidders /tenderers are advised to visit ISEC for pre bid tender meeting on October 12, 2022 at 11.00 AM.
- d. The tender should be clearly filled or type written, giving full address of the tenderer and signed legibly, in ink. The tenderer should quote in figures as well as in words the amount tendered by him/her. Alteration, if any, unless legibly attested by the tenderer with full signature shall invalidate the tender. The tender should be duly signed by the person authorized by the Agency. In case there is any difference while indicating the amount in figures and words, **the amount indicated in words will be treated as the valid offer.**
- e. The quote shall be submitted in full in a clear and legible manner.
- f. ISEC does not bind itself to accept the lowest bidder or any tender. ISEC reserves right to itself of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- g. The Evaluation is done in two stages i.e. Technical Stage and Financial Stage. The Tenderer progresses from one stage to another stage, i.e. only Financial Bids of those Agencies who qualify in the Technical Stage will be considered for Evaluation.
- h. For proper Evaluation of the proposal, if clarifications are found to be necessary ISEC may at its discretion ask for such clarifications at any stage of the tender evaluation.

INDEX**TECHNICAL BID (ENVELOPE NO.1)**

Sl No	Description	Page No		Remarks
		From	To	
01	EMD/Exemption from paying EMD Certificate from Government.			
02	Annual turnover not less the Rs5,00,000/0			
	(a) Financial year 2018-19			
	(b) Financial year 2019-20			
	(c) Financial year 2020-21			
03	A Copy of PAN Card.			
04	A Copy of GST Registration.			
05	Registration copy of the Agency with Department of Labour Govt. of Karnataka.			
06	Registration copy of the Agency under Employee Provident Fund Act			
07	Registration copy of the Agency under ESI Act.			
08	Registration copy of the Agency under Service Tax Act.			
09	Registration copy of the Agency under Professional Tax.			
10	Self Declared Certificate for contracts has been not terminated/ foreclosed by any company/ Department during the last 5 financial years due to non fulfillment.			
11	Form-A Technical bid part-I (Declaration)			
12	Form-A Technical bid part-II (Undertaking)			
13	Agency self profile			
14	A copy of experience certificate in the same field of work from other firms/Institutes			
15	Declaration about Non-Blacklisting			
16	Declaration about No case against the company			
17	Tender document and its enclosures duly signed in all the pages			

Signature of the
Authorized signatory of the Agency

**TECHNICAL BID
Form A - PART- I**

TECHNICAL CRITERIA AND EVALUATION THEREOF

The Tenderer should fulfill all the following 6 essential criteria as below:-

1. The Agency should have deployed daily a minimum of 10 Security staffs to any one reputed Company located in the State of Karnataka or to any one Department of the Govt. of Karnataka or to any one PSU located in the State of Karnataka in any one financial year out of the last three financial years viz 2018-19, 2019-20 and 2020-21. Satisfactory Service Certificate issued by the client should be enclosed. (The service certificate issued by the client only will be considered. The work order, agreement copy, Tender copy or any other documentary evidence will not be considered).
2. The annual turnover of the Agency for the last three financial years (2018-19, 2019-20 and 2020-21) should not be less than Rs.5,00,000/- (Rupees Five Lakh only). The Agency shall furnish audited Profit and Loss A/c and Balance Sheet duly certified by a Chartered Accountant.
3. The Agency shall furnish EMD of Rs.1,00,000/- (Rupees One lakh only) by way of DD/ Bankers Cheque drawn on any Scheduled Bank payable to **“Registrar, Institute for Social and Economic Change, Bengaluru”**.
4. The Agency shall furnish a copy of the following registrations;
 - i. Registration of PAN Card.
 - ii. Registration of the Agency under GST.
 - iii. Registration of the Agency with Department of Labour Govt. of Karnataka.
 - iv. Registration of the Agency under Employee Provident Fund Act.
 - v. Registration of the Agency under ESI Act.
 - vi. Registration of the Agency under Service Tax Act.
 - vii. Registration of the Agency under Professional Tax.
5. Agencies whose contracts have been terminated/ foreclosed by any company/ Department during the last 5 financial years due to non fulfillment of contractual obligations are not eligible to bid. The Agencies are required to furnish Self Declared Certificate to this effect in their letter head. Non-furnishing of this information will entail rejection of the Tender.

The Tenderer should fulfill all the criteria detailed at Sl. No. 1 to 6 above to qualify in the Technical Bid. If a Tenderer does not fulfill any one or more of the minimum criteria prescribed as above, he/she shall be disqualified. On such disqualification his/her Financial Bid will not be opened & will not be considered for evaluation.

The Technical Bid should be submitted along with the enclosures and the letter of Undertaking as per the Index for **Technical bid as Appendix “A”**. If the Technical Bids are not in this Form or without Annexures or without letter of undertaking, the same shall be liable for rejection.

GENERAL TERMS & CONDITIONS

(Please read the following carefully before submitting the Tender)

A. GENERAL INSTRUCTIONS

1. The interested tenderers shall download the blank tender document from ISEC website www.isec.ac.in. Blank tender documents will not be sent by post.
2. Tenders shall be valid for 90 days from the date of submission of tender.
3. Conditional Tenders are liable for rejection.
4. The Successful tenderer shall enter into a Contract Agreement on a non judicial stamp paper of Rs.200/- (Rupees Two hundred only) for due performance of the contract (as per Contract Agreement at Annexure-I).
5. The ISEC reserves the right to cancel or reject in full or part, any or all tenders received, without assigning any reasons.
6. Any action on the part of the tenderer to influence any officer of the ISEC or canvassing in any form shall render the tender liable for rejection.
7. The contract will be for a period of 12 months initially, which is extendable for further period/s, as the case may be, at the discretion of ISEC on mutually agreed terms and conditions.
8. The personnel deployed under the contract are the employees of the Agency and the agency will exercise the supervision and control on all the personnel deployed under this contract.
9. The personnel deployed under the contract for the supervisor shall not be less than 20years of age & not more than 50 years of age. The guard shall not be less than 18 years of age & not more than 40 years of age.
10. The agency shall execute the assigned work in accordance with the requirement as detailed in the scope of duty. However, depending upon the requirement, the ISEC retains the right to alter the scope of duty.
11. The EMD deposit of Rs.1,00,000/- of the successful tenderer shall be converted as **Security Deposit** during the contract period who have deposited the EMD. Agency those who have the exception to deposit EMD at the time of tender, they have to deposit the **Security Deposit** after receiving the acceptance letter of this contract. In case the Agency fails to fulfill the obligations fully and in time, the ISEC shall have the absolute right to take up the work at the cost and risk of the Agency and recover any and all such expenses from the amounts due to the Agency from the Security Deposit. In such an eventuality, the agency is required to make good the shortfall in security deposit within 7 days. Further the ISEC shall have right to impose penalty commensurate with the fault and the amount towards damages, if any, shall be recovered from the running bills of the Agency/ Security Deposit.

12. The security deposit that may be made by the Contractor with the Institute shall not carry any interest and will be refunded on completion of work contract entrusted to the contractor satisfactorily failing which he is liable for forfeiture of security deposit amount.
13. The security coverage is for 24 hours a day. The Supervisor/guards shall be deployed on eight hours shift basis for 3 shifts on every day for all 365 days.
14. The Agency shall provide uniforms and other accessories and give adequate training to the security guard and supervisor.
15. The guards/supervisors should have good health and should not be suffering from any contagious disease.
16. The guards/supervisors should be literate and have fluency in speaking and writing Kannada and spoken knowledge in English or Hindi.
17. The Agency shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the ISEC from any claims in this regard. This includes: Workmen compensation Act, Contract Labour (Abolition & Regulation) Act 1970, Minimum Wages Act, Employee Provident Fund Act, ESI Act, and any other Act or Legislation, which may govern the nature of the service contract.
18. In case the quality of the work is not satisfactory, ISEC is at liberty to terminate the contract/ work order as a whole and Security deposit be forfeited. The Agency will have no claims, whatsoever, on this account on ISEC.
19. The ISEC reserves the right to avail the services from multiple agencies to meet its requirements either simultaneously or for alternative periods, if the circumstances so required.
20. The firm shall not quote below the Basic pay + VDA of (**Employment in Security Agency (industries and Establishments where in Office Staff and Security Guards are appointed by such Agency)**)“ The minimum wages as published in Notification No.KAE 18 LWA 2022 dated 28.07.2022, Zone - I dated 30.12.2017 for the period 01,04.2022 to 31 03.2023” shall be approved. The revision will be limited to the Basic Wage Rates plus consequent revision in VDA, PF & ESI. The Contractor’s profit margin will be considered on the revised Wage Rates.
21. The Agency will be fully responsible for any accident or mishap involving these workers engaged by the Agency and shall make good all the claims on ISEC, if any, claimed by the victims. The Agency shall indemnify ISEC from any claims arising out of accidents, disabilities of any nature or death or claims arising out of provisions under all applicable labour laws, or claims of any other nature in respect of all workers engaged by the Agency. The Agency will fully indemnify ISEC against all claims in this regard.
22. The Agency should not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the Agency concerned.

23. The ISEC through its authorized person is free to issue instructions required from time to time to carry out the assigned functions professionally. All such instructions received by the authorized representative on behalf of the Agency shall be deemed to have been received by the Agency within the scope of this work order.
24. The agency shall issue a formal appointment letter to all the personnel deployed under this contract indicating the name, designation, wage rate, amount of PF, both employers contribution and employee's contribution, as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit a copy of the same duly acknowledged by the appointee to the Registrar for reference and records of ISEC. A list of employees deployed under this contract with their detailed bio-data shall be made available to ISEC along with their Aadhar card. Any subsequent changes should be informed immediately and similarly their detailed bio-data also will be made available. All staff shall be subject to police verification.
25. The agency shall issue Photo ID cards to all its employees with the Agency's Logo and Name & Designation of the employee deployed within a period of fifteen days.
26. The Agency shall be liable to pay compensation for any loss & damage caused to the property of the ISEC or its Staff Members/Officers/Visitors by the Agency or his/her workers.
27. The Agency shall be personally responsible for the conduct of his/her staff and in case of any complaint against any of his/her staff; the Agency will be under an obligation to change the worker concerned when the same is instructed by ISEC authority.
28. The Agency shall keep in mind the rules & regulations of ISEC in force and instructions issued from time-to-time while discharging the assigned services. The ISEC will be free to take action against the Agency for violating the same.
29. The Contract can be terminated by either party by giving two months notice.
30. If any employee comes late or proceeds on leave or absents himself/herself, it will be the responsibility of the contractor to provide a suitable substitute immediately to ensure uninterrupted services.

Form-A

**TECHNICAL BID
PART-I**

INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE

DECLARATION

(Declaration to be given by the Tenderer at the time of submission of Tender)

Name of Work: PROVIDING SECURITY SERVICES IN THE INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE (ISEC), Dr V K R V Rao Road, Nagarabhavi, Bengaluru 560 072

I/We have studied the Tender documents, read the nature of work to be carried out carefully and diligently, and I/We have submitted the Tender document having studied, understood and accepted the full implications of the Tender documents.

The work in the contract will be executed conforming to the requirements contained in the Tender documents in a professional manner.

Date:

Signature:
Name:

Form-A

TECHNICAL BID PART-II

To:

The Registrar
Institute for Social and Economic Change
Dr V K R V Rao Road Nagarabhavi, Bengaluru 560 072

Sir,

TENDER FOR PROVIDING SECURITY SERVICES IN THE INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE AT BENGALURU

I / We _____ do hereby tender for providing housekeeping services to INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE as per the quoted rate and in all respects in accordance with the conditions applicable

NATURE OF SERVICE: PROVIDING HOUSEKEEPING SERVICES IN THE INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE AT BENGALURU

1. I/We enclose herewith a bank draft/pay order for Rs.1,00,000/- towards EMD. I/We am aware that the EMD will not bear any interest or enclosed the exemption letter for EMD issued by the Government authority.
2. If this tender is accepted, I/We agree to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed or any default thereof pay to the Institute the sum of security deposit money mentioned in the tender conditions without prejudice to any other right of the Institute.
3. I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I / We have carefully followed the instructions and I/We have made examination of the tender documents and the location where the housekeeping services are to be provided.
4. I/we distinctly agree that I/We would hereafter make no claim or demand upon the Institute based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my /our part of the said contract, agreements, stipulations, restrictions and conditions.
5. Any notice required to be served on me / us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my / our address given in the tender documents.
6. I / We fully understand the terms and conditions of the contract to be entered into between me/us and the Institute and the written agreement (Annexure-I) shall be the foundation of the rights of the both the parties and contract shall not be deemed to be complete until an agreement has been signed by me/us and the Institute.

UNDERTAKING

1. I/We undertake I/We have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of ISEC and shall abide by them.
2. I/We also undertake that I/We have understood all the terms and conditions mentioned in the tender document and shall conduct the work strictly as per these terms and conditions.
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated this Day of2022

**Signature of the
Authorized signatory of the Agency**

INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE (ISEC)

Dr V.K.R.V. Rao Road, Nagarabhavi, Bengaluru – 560 072

FINANCIAL BID (COVER – II)

TENDER FOR PROVIDING SECURITY SERVICES IN THE OFFICE OF THE INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE AT BENGALURU

Sl No	Description of staff	Required	Rate* per month (Rs)	Amount (Rs)	
				In figures	In words
1.	Security Supervisor	03			
2.	Security Guard	09			
Total Rs					

***: Please attach Break-up per person per shift**

1. The Agency shall quote the wages on eight hourly shift basis for 3 shifts on every day.
2. The Agency shall quote the wages considering the PF,ESI, washing allowance, uniform relieving charges, service administration charges, stationery, ledgers etc., as per Government of Karnataka existing rules.
3. The Institute will pay the GST as applicable and proof of payment of GST of previous month should be submitted every month along with claims.
4. The Agency also requested to submit the breakdown of rates (wages) per Security Supervisor and Security Guard.
5. The number of Security Supervisor and Security Guard may vary as per the requirement of Institute.

Signature of the
Authorized signatory of the Agency

Break down of rate per Security staff considering Minimum Wages

SI No.	Particulars	Rate per month per Security Supervisor (Rs.)	Rate per month per Security Guard (Rs.)
1.	Basic		
2.	VDA		
	Total		
3.	P.F - Employer portion		
4.	ESI - Employer portion		
	Total (1+2+3+4):		
5.	Profit/Service Charges/Stationery		
6.	Total: (1 to 7):		
7.	GST @ ___ %		
8.	GRAND TOTAL		

**Signature of the
Authorized signatory of the Agency**

Terms:

- a) The Institute will pay the GST at the applicable rates to the Agency subject to the agency producing, proof of payment of service tax of previous month every month along with claims, after the contract is finalized.
- b) The profit / service charges / stationery should be quoted only upto two decimal paisa. If the paisa quoted is beyond two decimal then only first two decimal shall be considered.

Annexure –I
(On Rs 200/-Stamp paper)

Agreement for Security Services At Institute for Social and Economic Change

This Agreement is executed on ___ November 2022 between the **Institute for Social & Economic Change (ISEC)**, Dr. V K R V Road, Nagarabhavi P.O, Bengaluru - 560 072 represented by the Registrar (hereinafter called the First Party or ISEC) and _____ (hereinafter called the Second Party or Contractor) to provide Security Services for ISEC.

WHEREAS the **Institute for Social & Economic Change** is desirous of availing security services on contract for the period of one year (12 months) from _____.

WHEREAS the contractor has agreed and undertaken to render the security services for surveillance of the surroundings, regulation of traffic in the Campus, ensuring parking/safety of the vehicles, checking trespassing into the ISEC campus and at certain designated areas, which may not be geographically contiguous and as per requirement and to the full satisfaction of ISEC as per the terms and conditions and the scope of the work to be assigned by ISEC herein mentioned below.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AND SOLEMNLY AFFIRM AS FOLLOWS:-

1. That _____, agrees and undertakes to render the security Services as per the terms and conditions as detailed in Schedule-I and shall receive payment thereof, as detailed in Schedule-II attached to the agreement.
2. ISEC agrees to pay on monthly basis or as may be agreed between the parties from time to time for the services rendered by the Contractor on performing the services to its fullest satisfaction as detailed in schedule-II.
3. The Schedules I and II of this agreement shall form part of and be read as part of this agreement.
4. The contractor shall pay fully on monthly basis to the staff deployed at ISEC all the salary components including all the statutory contributions as per the Minimum wages Act.
5. Any or all legal disputes arising out of this agreement shall be settled either by mutual negotiation or in the event such settlement cannot be reached the courts at Bengaluru shall have exclusive jurisdiction over this agreement.
6. That the association with _____ shall be effective from _____ for a period of one year initially. The contract for the security services may be further extended with similar or expanded scope of work and terms, on an annual basis or part period as required, subject to review and satisfactory completion of the current premise of association and mutual acceptance of consideration thereof.
7. The contractor shall pay a **security deposit of Rs. 1, 00,000/- (Rupees One lakhs only)** to the Institute prior to commencement of service under this agreement. The Institute shall be entitled to adjust or appropriate the said security deposit proceeds of guarantee towards utilized in case Agency fail to provide the services loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage or damage in the items/furniture & fixtures etc. entrusted to or caused to other assets of the Institute by the Contractor or his employees or against any other liability of the Contractor. The security deposit that may be made by the Contractor with the Institute shall not carry any interest and will be refunded on completion of work contract entrusted to the contractor satisfactorily failing which he is liable for forfeiture of security deposit amount.

8. The Contractor shall arrange to safeguard men, materials or any interest of the Institute at places designated in the campus, by posting its staff in such a manner and at such points and time to assure the ISEC that its interests are fully and wholly safe guarded. This includes assisting ISEC in First-Aid, Fire safety & Emergency operations as and when deemed necessary.
9. In consideration of the payments to be made by ISEC for security services, the Contractor shall provide the requisite number of Security personnel to give security cover during the hours as would be indicated to them from time to time, orally and/or in writing which shall include day, night, holiday and at different periods of time. The number of personnel required for the purpose would also be indicated and this could be revised upwards/downwards at short notice.
10. _____ hereby agrees to provide personnel, as per the demand/as and when required who are physically fit, smart, trained in basic security functions and are preferably in the age group of 18-40 years. The contractor may recruit and deploy at Institute maximum of 08-20 at Institute provided such selected personnel satisfy the aforementioned requirements and are screened by authorized staff of the Institute. _____ shall deploy personnel, at the institute, majority of whom are conversant in Kannada and speak/understand English or Hindi.
11. _____ shall undertake to provide Agency/police verification of all the security personnel deployed at ISEC and a copy of the Agency/ police verification report shall be submitted to ISEC.
12. _____ shall provide a copy of bio-data of each personnel having requisite information such as educational qualifications, experience, training undergone and residential address, with a passport size photograph attached. The aforesaid information shall also be updated as and when any change is affected. In case of Ex-servicemen deployed the copy of the Military discharge Certificate shall be produced along with the bio data. Personnel will be deployed only after screening by the security officer or his deputies at the ISEC.
13. The Contractor shall issue deployment orders and furnish proof by submitting copies of such letters received by the employees. The letter shall make clear that the concerned employee is the employee of the Contractor only. ISEC has no obligation or any relationship to employment or otherwise whatsoever with him/them. The Contractor will pay salary, allowances, etc. to his employees as per rule at his end and the ISEC will not be responsible for any such payment due to the employees of the Contractor.
14. _____ shall ensure the deployment of required numbers of security personnel at ISEC and always maintain full staff in attendance. _____ will also ensure that its employees remain confined only to the assigned jobs and they should not involve or interfere with any other activities of ISEC.
15. ISEC staff shall assign the duties to the security staff deployed in the Institute.
16. The Security Services hereby agrees to maintain minimum 100% attendance in a calendar month and in case the absenteeism, it will attract **penalty of 1.5 times of the quoted rates per day per shift** security personnel for such absenteeism
17. That _____ shall depute a resource person at an appropriate level to ISEC to supervise coordinate and communicate with security officer and other officers. He shall also be responsible for maintenance of all statutory records and registers. The records of night surprise check to be submitted along with the monthly bill. Minimum two visits/checks to be carried out in a month. In case of failure in this regard, **Rs.500/- per security check shall be deducted** from monthly bill.

18. The Contractor and the field staff of _____ shall meet and interact regularly with the Institute's staff/ any other officer authorized by the Registrar for conveying/obtaining necessary communications, instructions, observations, follow-up, etc.,
19. _____ hereby agrees to replace any of its staff, whose work or conduct is found not satisfactory by ISEC, at no extra cost to ISEC. If no action is taken on such unsatisfactory reports within a reasonable period of one week, ISEC at its discretion may terminate the contract at short notice.
20. _____ shall be responsible to deploy substitute of security personnel, when they are on leave, absent or any other contingencies, without additional cost to the Institute. They shall ensure that no assigned area of work at ISEC is left unmanned at any time without a prior approval.
21. The Contractor shall ensure that all persons employed by them for this contract shall be honest, skilled, efficient and conversant with the nature of work. The Contractor shall employ such workmen who will not be nuisance in the premises of the Institute.
22. Modalities of Security practices, documentation, usages and systems as prevalent and introduced from time to time at the campus would be communicated to the Agency orally and in writing for their effective implementation.
23. Security related equipment, headgears, uniforms including rain coats, Jackets, shoes/gum boots, lathi, whistle, torches, mobile handsets, umbrellas, air gun, walki-talkie (minimum four nos) and allied items required for efficient conduct of duty by the security guards shall be provided by the _____ and they should be in good presentable & usable condition. **Otherwise Rs.50/- per day shall be deducted for the unserviceable walki-talkie** from the monthly bill.
24. Daily attendance should be intimated to the concerned staff in-charge every day and Attendance sheet has to be submitted/ enclosed along with the monthly bill for payment.
25. The Contractor shall maintain regular and proper book/s of accounts and other records such as muster roll, payment register etc. supported by the vouchers/documents so that the same may be made available for inspection by any authorized person.
26. The contractor shall be responsible for the discipline of his workers/staff. The workers/staff employed by the contractor shall not act in any way detrimental to the interest of ISEC.
27. It will be the responsibility of the Contractor to meet the transport, food, medical and any other requirement of security personnel for carrying out the contract works. ISEC will have no liability in this regard at any stage.
28. That the personnel deployed by _____ shall be _____ and continue to remain the employees of the _____ and shall at any time not be eligible for any benefits/entitlements, as provided to the Staff of ISEC. The agency shall be responsible and liable with indefinite liability for any disputes that may arise in this regard. In the event that _____ employs contract labour for the said assignment it shall also comply with all the relevant provisions of the applicable statutes in this regard. Any trade/contract/labour licenses to be obtained in this regard shall be the responsibility of _____
29. The security personnel deployed by the contractor at ISEC shall not be entitled to claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed employees of ISEC, during the contract period and/or after expiry period of the contract.

30. The contractor shall pay the ESI and EPF contributions regularly to the respective authorities as per the rules and regulations and furnish the statement of fact before the end of succeeding month.
31. ISEC may at any time demand documentary evidence for the statutory compliance, with regard to any applicable and relevant provision of law within the scope of the agreement and the nature of responsibilities to be discharged therein, which ISEC shall verify. In the event _____ cannot or does not furnish such evidence it shall be deemed to be engaged in unfair labour practice/violation of the terms of the agreement leading to termination of the contract with one month notice.
32. The books of account regarding attendance, acquaintance, and wages paid, PF accounts, ESI etc. are to be maintained properly and produced for inspection to ISEC whenever asked for and ISEC can take penal action for non compliance.
33. The Contractor shall maintain good standard of services as indicated. The performance of the contractor will be reviewed on monthly basis and in case the services are not satisfactory, the contract will be terminated even before the expiry of contract period by giving one month's notice. The Director of ISEC shall be the sole and final authority to decide and judge the quality of the service rendered by the Contractor.
34. ISEC shall have the absolute authority to define the evaluation parameters of the security services.
35. That in consideration, for the services provided as detailed in the schedules, to be paid to _____ subject to the satisfactory completion as certified by ISEC. The payments are subject to production of daily reports, duly certified by the official in-charge, for proper service rendered as in schedules I and II and after necessary taxes and other statutory deductions.
36. During the tenure of this contract, the rates agreed under this agreement remain unaltered.
37. _____ shall submit the bill, along with ESI, salary slip and PF receipts of the staff deployed (of the preceding month), for consideration by and before the 5th of every month along with the satisfactory job completion format duly certified by the concerned ISEC authority. ISEC shall take minimum of 10-15 working days for processing/auditing the bills and for payment after the necessary deduction of taxes / applicable deductions.
38. The ISEC shall have the right to withhold only Contractor's service charges under this contract or the security deposit proceeds if the contractor commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to the satisfaction of ISEC, of payment of all statutory and other dues or compliance with other obligations.
39. In case the Contractor assigns or sub-assigns this contract without written approval of ISEC and/or attempts to do so or in case the performance of Contractor is found to be unsatisfactory or violated/contravened any of the terms and conditions contained herein and schedule hereto, the ISEC shall have the right to terminate the agreement with one month notice to the Contractor and without prejudice to its right to seek damages caused to ISEC from the amount payable or otherwise.
40. That in an event _____ does not perform or carry out the activities as detailed in the scope of the agreement to the satisfaction of ISEC it would be construed as breach of contract, and ISEC will be at the liberty to terminate this contract. That _____ shall not be permitted or carry any unlawful activity or create indiscipline in the premises of ISEC or engage in any discourteous activities by any of its employees. The agency shall be responsible for the behavior of its staff and personnel and ensure good conduct, discipline, co-operation etc, by them toward employees /students of ISEC.

41. The Contractor shall also have the option to terminate the agreement by giving two months notice to ISEC.
42. In case of completion/ termination of the contract, the persons deployed by the contractor shall not be entitled to or/and will have any claim for absorption or relaxation for absorption in the regular/otherwise any capacity at ISEC. The Contractor should educate/notify the above to all his personnel deployed in ISEC.
43. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in the law of premises or any part thereof by ISEC to the Contractor or his employees and the contractor and his employees shall vacate the same and handover, if any, all the ISEC furniture, fixtures, goods, materials, etc. in good condition on the termination of the agreement /contract either by efflux of time or otherwise.
44. On Completion/ termination of the contract by ISEC for any reason whatsoever, ISEC shall be entitled to engage the services of any other person, agency or Contractor to meet its requirement, without prejudice to its rights including claim for damages against the Contractor.
45. All or any disputes that may arise shall be referred to the Director, whose decision shall be final & binding. However, the Director, Institute for Social & Economic Change, Bengaluru will give an opportunity to the Contractor before arriving at any decision.
46. Indemnity: The Institute for Social & Economic Change shall be indemnified for any losses due to commissions and omissions of persons deployed by the contractor. There shall not be any loss or damage caused to ISEC on account of any negligence, carelessness, acts of omissions/commissions by the contractor or his personnel and the same shall be made good by the contractor. *However the onus for such loss to be decided after conducting a joint enquiry and if it is proved that Contractor's personnel are involved in such incident either due to negligence or connivance, the Contractor shall indemnify ISEC for such losses.* The contractor shall defend, indemnify and hold the Institute harmless from any liability or damage, law suits, penalties imposed by any State or Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. ISEC shall not be liable for any damage or compensation payable to any workmen or to any person as a consequence of this work and ISEC shall be completely indemnified accordingly. ISEC will not be responsible for any injury, damage and accident to the security personnel employed by the contractor at any time during the operations.
47. In the event of the theft of the Institute property at area(s) safeguarded by the contract security personnel, ISEC will lodge a police complaint and the Contractor shall bear the full responsibilities to recover the stolen property or make good the loss through insurance, if the Contractor is found guilty of negligence. *A joint enquiry will be carried out and if it is proved that Contractor's personnel are involved in such incident either due to negligence or connivance the Contractor shall indemnify ISEC for such losses.* In case of **sandal wood tree theft, Rs 20,000/- shall imposed as a penalty for each tree** and the same will be deducted in your monthly bill.
48. The Contractor shall confine all his correspondence/communication, concerning the security aspect of ISEC, with Estate Office and/or Registrar of ISEC only. He shall not approach any outside publishing/communication/electronic media for discussing or expressing concern or opinion about ISEC security or any aspect concerning ISEC
49. The Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.
 - a) The Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever

during the execution of the contract.

- b) The Contractor will not commit any offence under the relevant Anti-corruption Laws of India: further the Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

50. It is paramount for the contractor to realize that they are an integral part of the local community here at ISEC, which is cosmopolitan and has diverse culture of the country and It is imperative on the part of contractor who is also an integral part of this community to ensure that they always respect the sentiments and interests of the Institute's community.

51. All or any other terms & conditions stipulated in the tender document also form part of this agreement and mutually complied and honored by both the parties

IN WITNESS WHEREOF the parties hereto have set their hands to these presents on the day, month and year first above written.

For Institute for Social and Economic Change

M/S

Registrar

Authorised Signatory

In the presence of:

1.Name

1. Name

Signature
Address

Signature
Address

Schedule I:
Terms & Conditions

1. The charges for security services shall be paid on monthly basis subject to production of bills along with Attendance sheet and copy of the statutory remittance of the previous month.
2. The Contractor shall undertake to obtain license, permit, consent, sanction etc. as may be required or called for by local /any other authority for doing such work.
3. The Contractor shall agree and undertake to bear all taxes, penalties, levies and claims, whatsoever, as may be imposed by the State/ Central Government, any local body or authority. The contractor also agrees to furnish such proof of payments and compliance of the obligation including registration certificates, receipts, licenses, clearance certificates etc., as may be required by the Institute, from time to time.
4. The Contractor shall devote his full attention to the duties covered under this contract and shall discharge his obligations under the agreement most diligently and honestly.

For Institute for Social and Economic Change

M/S

Registrar

Authorised Signatory

In the presence of:

1.Name

1.Name

Signature
Address

Signature
Address

SCHEDULE – II
Terms of payment

The charges for security services of M/S _____, Bengaluru shall be paid on monthly basis latest by 15th of the succeeding month. The charges/payments shall be at the rate of

1. One Security Supervisor at **Rs. _____ per month**

2. One Security Guard at **Rs. _____ per month**

Which is inclusive of service / admin charges, ESI, EPF contributions, cost of uniform, washing allowance, reliever charges, whatsoever as may be imposed by the State/Central Government, any local body or authority. The Institute will pay the GST as applicable in addition to above rate of payment

Shifting Timing and strength of guards:

(i) Morning 0600 hrs to 1400 hrs – 02 (two) Guards.

(ii) Noon 1400 hrs to 2200 hrs – 02 (Two) Guards.

(iii) Night 2200 hrs to next day 0600 hrs – 05 (Five) Guards.

(iv) Supervisor – 03(Three) to control and monitor all the guards, interact with Institute authorities and to carry out necessary documentation. He shall be responsible to brief the guards on their duties.

(v) Deployment of guards during day and night will be indicated by the authorities of the Second party and the First party will conduct accordingly.

(vi) The strength of the guards may be changed, if found necessary by the Second party.

(vii) Night patrol/Surprise checked by vigilance office (squad of the Second party) frequently. Minimum two visits/checks to be carried out in a month. In case of failure in this regard, **Rs.200/- per security check shall be deducted** from monthly bill.

The final bill will be according to the number of security personnel supplied and number of days worked in a month as given here with the agreement.

1. For ISEC

1. For M/s

Registrar

**Authorised Signatory
with Seal**

In the presence of:

1. Signature

1. Signature

Name _____

Name _____

Address _____

Address _____
