TENDER FOR PROVIDING SECURITY SERVICES ON CONTRACT FOR IISC, BANGALORE

Tender No. R(CMC)SECURITY/2020/06 Dated 30th Oct 2020

(https://www.iisc.ac.in/business-with-iisc/tenders/)



Contract Management Cell Indian Institute of Science, Bangalore - 560012 Email: cmc.unit3@iisc.ac.in Ph. 2293 2500

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	General Definitions	3
2.	Schedule of Events and Other Details	4
3.	Tender Notice	5
4.	General Instruction for Bidders	6
5.	Essential Requirements of the Bidding Agency/ Company/Firm	12
6.	Scope of Work	13
7.	Terms and Conditions	15
8.	Annexure I – Estimated manpower requirement of IISc (including relievers)	26
9.	Annexure II: TECHNICAL BID	27
10.	Annexure III : Details of the Wages, Allowances and other conditions	30
11	BOQ	31
12	Annexure IV: Checklist	32
13	Annexure V: Illustrations for computing amount of penalty on administrative charges to be imposed on the agency for non-compliance of terms and conditions of the contract	33

GENERAL DEFINITIONS

- 1. IISc., or Institute means, The Indian Institute of Science, Bangalore
- 2. "Director" means, The Director of IISc or his authorized representative.
- 3. "Registrar" means The Registrar of IISc or his authorized representative.
- **4.** "Security Officer" means The Asst.Registrar (Security) or any other Officer designated as In-charge of Security Department of IISc.
- **5.** 'Areas' means areas specified in this tender in general and any other areas specified by the Registrar / Asst Registrar (Security).
- **6.** Selected agency/service provider means the successful bidder.

SCHEDULE OF EVENTS & OTHER DETAILS

Schedule A

Tender No. / Date	R (CMC)SECURITY/2020/06 dated 30.10.2020			
Pre-bid meeting Date, Time	9th Nov 2020 – 3.00 pm Due to COVID 19 situation, the pre bid meeting will be held on Microsoft Teams App (Video conference mode). The web link is as below https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjRmNGU00DUtNzU0NS00YWQ0LTlkY2It MzM40WZmYzNlMTA5%40thread.v2/0?context=%7b%22Tid %22%3a%226f15cd97-f6a7-41e3-b2c5-ad4193976476%22%2c%22Oid%22%3a%22fd1a6ac9-2c84-4654-bdf6-5b3144016d7c%22%7d			
Last date and Time for online submission (uploading) of tender	27 th Nov 2020 - 3.00 pm			
Validity of bid:	180 days from the date of Opening of tenders			
Earnest Money Deposit	Rs. 5,00,000/- (Rupees Five Lakhs only) In the form of a Demand Draft in favour of "THE REGISTRAR, Indian Institute of Science, Bangalore" payable at BANGALORE			
Date & Time for opening of Technical Bid:	28h Nov 2020 - 3.30 pm			
Name and Address of the Client	Contract Management Cell, Located in Central Lecture Hall Complex, Indian Institute of Science, Bangalore - 560 012 Phone No 080 22932500/22932049 Email: cmc.unit3@iisc.ac.in			
Submission of Tender Document	e-procurement portal- https://eprocure.gov.in/eprocure/app Helpline no: 0120-4001005			
Date and Time of opening of Tender (Financial Bid)	Shall be intimated to technically Qualified bidders.			
Contract Commencement Date:	1st January 2021 (Tentative)			
Contract Duration:	3 years (Three Years) (renewable annually after performance review)			
Performance Security Deposit	10% of the annual contract value			
FINANCIAL Turn-over of Bidder	Rs. 20, 00, 00,000/- (Rupees Twenty Crores) per annum for the last 3 FINANCIAL years.			

TENDER NOTICE

1. The Registrar, Indian Institute of Science invites tenders in two bid (Technical and Financial) system from eligible Bidders, from reputed, experienced and financially sound Bangalore based registered security agencies for

PROVIDING SECURITY SERVICES ON CONTRACT FOR IISC, BANGALORE

- 2. The tender document can be downloaded from the web site: https://www.iisc.ac.in/business-with-iisc/tenders/ and can be downloaded from e-procurement website: https://eprocure.gov.in/eprocure/app. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website.
 - 3. Interested Companies/ Firms/ Agencies may enclose and drop the Original Demand Draft for EMD, Uploaded copies of the Technical bid along with documents mentioned in Annexure IV, in the Tender Box kept in the Contract Management Cell, located in Central Lecture Hall Complex, Indian Institute of Science, Bangalore-12, on or before the deadline indicated in Schedule A.

GENERAL INSTRUCTIONS FOR BIDDERS

- 1) The bids are invited under two bid system i.e. Technical Bid and Commercial Bid in separate sealed covers, superscribed respectively as "Technical Bid" and "Commercial Bid" along with the Tender No. as given in Schedule A. The Earnest Money Deposit (EMD) refundable (without interest), should be necessarily accompanied along with the Technical Bid of the agency in the form of Demand Draft from any of the Nationalized / Scheduled bank drawn in favour of The Registrar, Indian Institute of Science, Bangalore payable at Bangalore and valid for a period of 180 days. Bids not accompanied by EMD or without proper validity will be summarily rejected. Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) with valid certificate duly issued by GOI are exempted for submitting the earnest money deposit (EMD).
- 2) The successful bidder shall have to deposit in a scheduled/nationalized bank, Performance Security Deposit as specified in the Schedule A. At the time of award of contract within 15 days of the receipt of the formal Work Order. The performance security deposit will have be furnished in the form of Bank Guarantee/Demand Draft drawn in favor of The Registrar, Indian Institute of Science, Bangalore payable at Bangalore. The bank guarantee should be from a nationalized / scheduled bank only. The performance security deposit should have 180 days validity beyond the date of completion of all the contractual obligations of the security service provider. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India or any State Government of Union of India. (Authorized signatory should provide an undertaking).
- 3) All Bidders shall provide the required information accurately and enough as per details in Eligibility Criteria. The bidder should drop the Earnest Money Deposit (EMD) mentioning the name of the company in the backside of Demand Draft, along with the Technical bids and documents mentioned in the Annexure IV in the Tender Box kept in the Contract Management Cell, located in Central Lecture Hall Complex, Indian Institute of Science, Bangalore-12 on or before the last date of submission of tender
- 4) The Tenderer shall upload the valid certificate copies of certificates as mentioned in Annexure IV **failing which the tender will be rejected**. If necessary, bidder shall produce all the original documents for verification.
- 5) Blacklisted contractors in State / Central Govt. Departments, Central / State PSUs, Autonomous Organizations/ Boards etc., are not eligible to quote, if found such tenders will be rejected.
- 6) The successful Bidder shall execute an Agreement within 15 days from the date of Receipt of intimation from this office, The Tender Document will form the part and parcel of the agreement, failing which the tender will deem to be get cancelled.
- 7) The rates quoted should be as per the financial bid only. The IISc reserves the right to accept / reject any or all the tenders without assigning any reasons.
- 8) Conditional tenders will not be accepted and is liable for rejection.
- 9) Bidders who meet the specified minimum qualifying criteria, shall be eligible.
- 10) Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completed the contract, inordinate delays in completion, litigation history, or financial failures etc.
- 11) The Tender document can be downloaded from e-procurement website: https://eprocure.gov.in/eprocure/app. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website.

12) Content of Tender documents

The bidders should go through the Tender Document and submit online response through e-procurement portal only.

13) Amendment of Tender documents

Before the deadline for submission of tenders, the IISc may modify the tender documents by issuing corrigendum / addendum.

Such corrigendum/ addendum thus issued shall be part of the tender documents and shall be published online in e-Procurement portal.

To give prospective Bidders reasonable time in which to take corrigendum/ addendum into account in preparing.

14) Documents comprising the Tender

The Technical Bid submitted by the Bidder shall contain the documents as follows:

- a) Earnest Money Deposit in any of the payment modes specified in e-Procurement platform.
- b) Technical bid documents and all other documents mentioned in Annexure IV.
- c) Any other documents / materials required to be completed and submitted by Bidders in accordance with these instructions. The required documents shall be filled in without exception.

The financial bid submitted by the Bidder shall contain the documents as follows:

Priced Bill of Quantities wherein only Contractors monthly service charge/Administrative charge has to be mentioned through e-procurement portal, no hardcopy of commercial bid should be attached or disclosed.

15) Tender validity

Tenders shall remain valid for a period not less than **180 days** after the deadline date for tender submission. A tender valid for a shorter period shall be rejected by the IISc. as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the IISc. may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A

Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with above clauses in all respects.

16) Earnest money deposit

The Bidder shall furnish, as part of his tender, earnest money deposit (EMD).

The Bidder can pay the Earnest Money Deposit (EMD) using the following payment mode:

i) Demand draft Beneficiary Details:

Account Holder Name - The Registrar, IISc Bengaluru

The bidder has to scan the receipt and attach it with Technical Bid Documents for our reference. The bidder should drop the Earnest Money Deposit (EMD) mentioning the name of the company in the backside of Demand Draft, along with the Technical bids and documents mentioned in the Annexure IV in the Tender Box kept in the Contract Management Cell, located in Central Lecture Hall Complex, Indian Institute of Science, Bangalore-12 on or before the last date of submission of tender. EMD amount will have to be submitted by the bidder taking into account the following conditions:

- a) The entire EMD amount must be paid in a single demand draft
- b) The earnest money deposit of unsuccessful Bidders will be returned after awarding the contract to the successful bidder.

The earnest money deposit may be forfeited:

- a) If the Bidder withdraws the Tender after tender opening during the period of tender validity,
- b) If the Bidder fails within the specified time limit to
 - i) Sign the Agreement; or
 - ii) Furnish the required Security deposit

17) Format and signing of Tender

Successful Bidder shall sign all the pages of the tender document as a token of acceptance of all the terms and conditions of the contract.

18) Submission of Tenders

Tenders must be submitted on-line in the e-Procurement portal by the Bidder before the notified date and time.

19) Deadline for submission of the Tenders

The Bidder shall submit a set of hard copies of all the documents in a sealed cover to IISc required as a pre-qualification bid (Technical bid) which were uploaded through e-procurement portal along with Original demand draft (EMD). The financial bid should not be enclosed in the said cover. In the event of any discrepancy between them, the original uploaded document in e-procurement shall govern.

The IISc may extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the IISc and the Bidders previously subject to the original deadline will then be subject to the new deadline.

20) Late Tenders

In e-procurement system, Bidder shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available. IISc will not be liable (or) responsible for any delay due to unavailability of the portal and the Internet link.

21) Modification and Withdrawal of Tenders

Bidder has all the time to modify and correct or upload any relevant document in the portal till last date and time for Bid submission, as published in the e-procurement portal.

The Bidder may withdraw his tender before the notified last date and time of tender submission. No Tender may be modified after the deadline for submission of Tenders.

Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause with subject "Tender Validity" above may result in the forfeiture of the earnest money deposit.

22) Tender Opening:

The IISc will open all the Tenders received in the presence of the Bidders or their representatives who choose to attend on the specified date, time and place specified. In the event of the specified date of Tender opening being declared a holiday for the IISC. The Tenders will be opened at the appointed time and location on the next working day.

The IISC. will evaluate and determine whether each tender meets the minimum qualification eligibility criteria.

Bidder if required may be needed to submit all the Original Documents, which are submitted in e-procurement portal, to the IISC. for verification at the time of opening of Tender. The IISc will record the Tender opening

23) Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

24) Clarification of Tenders

To assist in the examination, evaluation, the IISC. may, at his discretion, ask any Bidder for clarification of his Tender. The request for clarification and the response shall be in writing or by e-mail along with the section number, page number and subject of clarification, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

Subject to clause with heading "Clarification of Tenders", no Bidder shall contact the IISC. on any matter relating to its Tender from the time of the Tender opening to the time

the contract is awarded. If the Bidder wishes to bring additional information to the notice of the IISC., he should do so in writing.

Any effort by the Bidder to influence the IISc in the Tender evaluation, or contract award decisions may result in the rejection of the Bidders' Tender.

25) Examination of Tenders and determination of responsiveness

Prior to the detailed evaluation of Tenders, the IISc will determine whether each Tender (a) meets the eligibility criteria (b) is accompanied by the required earnest money deposit and; (c) is substantially responsive to the requirements of the Tender documents.

A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the service; (b) which limits in any substantial way, inconsistent with the Tender documents, the IISc's rights or the Bidder's obligations under the Contract;

If a Tender is not substantially responsive, it will be rejected by the IISc., and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26) Correction of errors

No corrections to uploaded bid is permitted by the portal. Tenders determined to be substantially responsive will be checked by IISc

28) Evaluation and comparison of Tenders

Opening of the Financial bid will be preceded by the evaluation of the Pre-qualifying Offer (Technical bid). Evaluation of the Pre-qualifying Offer will be done by the Contract Management Committee constituted for the purpose. After evaluation is completed, all the Bidders who are qualified will be notified and will be intimated at the time of opening of the Financial bid. Financial bid will be opened in the presence of those who choose to be present or even in the absence of any Bidder.

The IISc will evaluate and compare the Tenders as per comparative statement downloaded from e-procurement portal. Only the commercial bids of technically qualified bidders would be considered. The lowest bid (L1) would be considered as the successful bidder. In case of tie (commercial bids of two or more bidders being equal), bidders having higher average turn-over (in the last 3 financial years) will be offered the contract. By submitting a bid for the tender, the agency implicitly agrees to the above condition

Other related General Instructions to bidder

- 1) The bidder is required to enclose photocopies of the necessary documents as listed in Annexure IV along with EMD and uploaded copies of Technical Bid and drop the documents in the Contract management cell, IISc.
- 2) Bids submitted after the due date shall not be accepted under any circumstances whatsoever. Any conditional bid is liable to be rejected.

- 3) The bidder shall submit the technical as per the format enclosed in Annexure II and Commercial bids to be submitted online in the portal.
- 4) The Earnest Money will be forfeited if the successful bidder fails to accept the offer.
- 5) The bidder should include in the technical bid, the list of clients where they are providing security services for the past last 3 financial years, along with name, phone / fax number of the contact person / email ID's and if required references for their services may be obtained from them.
- All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be uploaded along with technical bid. Over writing / striking if any, in the Technical Bid must be initialed by the person authorized to sign the bid.
- 7) The envelope containing Technical Bid only shall be opened on the scheduled date & time as given in Schedule A in the presence of representatives of the agencies/companies/ Firms, who wish to be present
- 8) Technical Bids will be evaluated by a committee. The evaluation includes verifying the financial turn-over, registration certificates, legal, financial, statutory, taxation and other associated compliance of contract conditions. The committee may also evaluate the performance of the agency in any of their existing contracts which may include obtaining references and visits to the sites of the agencies existing contracts. Further, the committee may disqualify any bidder based on oral/written references indicating poor quality of service provided during existing or previous contracts.
- 9) Commercial bids of only technically qualified bidders will be opened online on a date & place (to be notified later) in presence of representatives of technically qualified bidders.
- 10) IISc reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or reject any or all tenders without giving notice or assigning any reason. The decision of the Director of IISc, in this regard shall be final and binding on all.

ESSENTIAL REQUIREMENTS OF THE BIDDING AGENCY / COMPANY / FIRM

The bidder should fulfill the following conditions:

- 1. The bidding Agency /Company / Firm / should be registered with the appropriate registration authorities (Labour Department etc.) at Bangalore.
- 2. The bidder /Company / Firm / Agency should have
 - a. at least last three financial years experience in providing security services in any Government / Public Sector undertakings / Research Organizations / Reputed Private Sector Companies / Autonomous Bodies / Educational Institutions.
 - b. at least three running contracts each with more than 200 security guards at single location/site with at least one of them in Karnataka.
- 3. The bidder /Company / Firm / Agency should be registered with Income Tax, GST departments, appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- 4. The bidder should have Registered Office or Branch Office with full infrastructure in Bangalore.
- 5. Security agencies should be registered under Private Security Agencies (Regulation) Act, 2005. The service provider should be holding the valid license under the provisions of Private Security Agencies (Regulation) Act, 2005 providing for operations in the state of Karnataka.
- 6. The bidder / Company / Firm / Agency should have minimum Twenty Crores financial turnover every year in providing security services only in the last three financial years as specified in Schedule A.

SCOPE OF WORK

- 1. Round the clock security arrangements, including Saturdays & Sundays and holidays, to be provided at IISc, Bangalore.
- 2. The security supervisor and guards must be smartly dressed in proper uniforms, while on duty. If at any time any of the security personnel are found to be guilty of misconduct in any manner, the security agency shall be asked to replace that person immediately.
- 3. The security personnel assigned duties at the IISc, should deal with staff, students and visitors, politely and courteously, while enforcing discipline. In case any security staff is found to misbehave or indulges in misconduct of any nature, the security agency shall be asked to replace that person.
- 4. The Security Agency shall ensure that the character and antecedents of the personnel being deployed by them in the Institute are got verified by the Police at its own cost and photocopy of the verification will be made available to the Institute. In case any personnel deployed by the agency turns out to be an undesirable element, the responsibility will be that of Security Agency
- 5. The security deployed shall not be changed by the security agency on their own until and unless so warranted.
- 6. IISc will not be responsible to provide any residential accommodation to security personnel deployed by Security Agency.
- 7. The security personnel shall not indulge in any loose or unwarranted talk with the employees or students or visitors. During Sundays/holidays or after office hours on working days the security staff shall be extra vigilant.
- 8. It would be the responsibility of the Security Agency to maintain and ensure fool proof security at all the entry and exit gates by regular check of incoming/outgoing personnel. As far as visitors are concerned, the security personnel should insist that they write in the register their name, address, telephone number, the purpose of visit and the person they want to meet and thereafter issue a visitor pass. The visitors pass, should be collected back, when the visitor leaves, duly signed by the concerned official.
- 9. All the incoming and outgoing entities and goods should be thoroughly checked by the security guards. The security guards must ensure that IISc's property, whether equipment or materials, are not allowed to be taken out of the campus without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained.
- 10. The Security Guards shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.

- 11. The Security Guards shall carry occasional random checks of 2 wheelers and 4 wheelers of staff and students while leaving the campus to ensure that none of the property of the IISc is being taken out UN-authorized. Similarly, random frisking of staff and students should be done. Such check of vehicles or frisking of personnel must be done only in the presence of an authorized officer of IISc. Secondly, female security guards should do the frisking of female students/staff.
- 12. IISc officers may carryout surprise checks at any time of the day or night. During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will have to be replaced immediately. In such instances IISc reserves the right to cancel the security contract or impose a penalty of Rs. 3,000/- per such occurrence.
- 13. In the event of any eventuality or mishap happening at the campus, such as robbery, vandalism, fire, communal riot, earthquake etc. the security persons on duty shall immediately intimate the Security officer. List of Residential phones or Mobile phone numbers of IISc officers shall be available with Security at the gates. The Security Agency shall be held responsible if the message is not conveyed to the IISc officers immediately.

TERMS AND CONDITIONS

General

- 1. The contract is initially for a period of one year. The contract will be reviewed annually, and may be renewed for a maximum period of three years based on satisfactory performance. The estimated requirement of manpower of different categories is provided in Annexure –I. The requirement of actual manpower may vary according to the need and on review be reduced or enhanced as and when required.
- 2. The contract may be terminated before the expiry of contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm/ Agency. Further, IISc reserves the right to terminate contract at any time by giving **two months** (60 days) notice to the selected agency.
- 3. The selected agency shall not transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency.
- 4. The agency shall obtain and produce license under the Contract Labour (Regulation & abolition Act 1970) from the labour department. The agency shall maintain and if necessary, submit to the Institute for inspection on demand the records such as Muster roll, Payment register etc.
- 5. The bidding agency will be bound by the details furnished by them to IISc, while submitting the bid or at subsequent stages. In case, any of such document/s furnished by the agency/firm is found to be false, it would amount to breach of terms of contract and the selected agency is liable for legal action besides termination of contract.
- 6. The agency shall ensure that the security personnel deployed at IISc conforms to the STANDARDS prescribed in the Tender Document.
- 7. The selected agency shall furnish the following documents in respect of each security personnel deployed at IISc, before the commencement of contract:
 - i. List of trained security personnel identified/selected by agency for deployment at IISc, with Bio data, proof of date of birth, age, qualification address etc.
 - ii. Certificate of verification of antecedents of persons by local police authority (Police Verification certificate).
 - iii. Certification/undertaking from agency that verification of antecedents of persons are conducted
- 8. In case, the personnel employed by the successful bidder commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence / security lapses, the agency shall take appropriate disciplinary action against such personnel immediately on

- being brought to their notice, failing which it would amount to breach of contract and may lead to termination of the contract.
- 9. The selected agency shall provide identity cards to the personnel deployed at the Institute. The identity card should have photograph of the personnel and personal information such as name, designation, address and identification mark etc. attested by the Security Officer of the Institute.
- 10. The selected agency shall ensure that any information related to research, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person/organization by their personnel deployed at the Institute
- 11. The selected agency shall ensure proper conduct of its personnel at Institute campus. The personnel should not consume alcohol/smoking while on duty.
- 12. The selected agency shall designate/deploy a field officer at its own cost who would regularly interact with officers of the Institute, for better co-ordination, services and optimal utilization of manpower deployed.
- 13. The selected agency shall immediately provide replacement and ensure that no designated post is left vacant in any shift. If during a month, more than 5% of the designated posts are left vacant due to insufficient deployment of personnel by the agency then Institute will impose a penalty on the administrative charges payable to the agency. The illustrations for computing the amount of penalty to be imposed is provided in **Annexure V**
- 14. IISc is not liable at any stage to provide accommodation, transport, food, medical and any other requirement for the personnel deployed at the Institute.
- 15. Payment of bills will be made to the contractor on a monthly basis as per actual services rendered. The contractor has to submit invoices/bills by the third week of the following month of service rendered along with ESI/PF/Service Tax challans, as applicable.
- 16. Govt. of India MSME guidelines will be followed in case of Earnest Money deposit (EMD) waiver.
- 17. IISc reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The Registrar, IISc is the final authority for settling any disputes and the decision of the Registrar in this regard shall be final and binding on all.
- 18. The selected agency shall depute a field officer who will be responsible for coordination and implementation of instructions/guidelines issued from time to time
- 19. The security agency must install and maintain biometric/face reader attendance machines before commencement of the contract at its own cost at the Institute. The monthly salary

bill reimbursement will be linked to biometric/face reader attendance report duly verified by Security Department.

- 20. Discrepancy in payment in the bills has to be notified to IISc within 60 days from the date of submission of bill to IISc or 60 days from the corresponding month the bill is claimed.
- 21. The Security Agency will demonstrate the firefighting equipment once in a year and would be responsible for the operation of fire fighting in the event of fire break out. The Hydrants must be checked every month in close coordination with administration
- 22. The Contractor shall ensure that all their personnel deployed under this contract will obtain additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojna and Pradhan Mantri Jeevan Jyothi Bima Yojna and they shall submit the proof of such insurance coverage to the satisfaction of IISc
- 23. Group Insurance for a considerable amount should be obtained by the contractor for the Security personnel deployed in IISc

CONTRACT-SPECIFIC

- 1. The manpower employed by the agency shall be required to work in 3 shifts for 7 days in a week with one day staggered weekly off.
- 2. The personnel deployed shall be required to report for work at specified shift hours and remain in the designated post till the end of the shift. In case, any post is vacant on any shift/day the wages for that shift/day shall be deducted.
- 3. The security Agency must engage personnel as Security Guard and Security supervisor only as per the following eligibility criteria.

Security Supervisor

H.Sc./ Graduate, minimum 5'6", Age up to 55 years, Ex-servicemen in the rank of at least JCO or equivalent / Ex-Policemen / Ex-Paramilitary personnel / Trained Civilian with minimum three years' experience at Supervisory level. Good command on both Hindi, English & Kannada.

Security Guard

Matriculate, Ex-Servicemen / Ex-Policemen / Ex-Paramilitary personnel / Trained Civilian up to 55 years of age, minimum 5'6" height with good command in Hindi, English and Kannada

4. All the Security Guards / Supervisors will be screened for their fitness before deployment by the Institute Authority.

- 5. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person should be avoided and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the agency.
- 6. Items of equipment, headgears, torches, lathies, uniforms including rain coat, jerseys & other PPE (personnel protection equipment) etc. for efficient discharge of duty by the agency personnel shall be provided by the agency at their own cost and shall be in good presentable condition. Ceremonial uniforms as per requirement will be provided by the security agency at its own cost as specified by Security Officer of Institute. Uniform colour and pattern will be decided in consultation with Security Officer. Uniform comprises of two sets of Summer / Winter Trouser and Shirt, an arm badge distinguishing the agency, shoulder or chest badge to indicate his position in the agency, whistle attached with whistle cord, shoes with eyelet, socks, Sweater, laces and headgear or cap, identity card and belt.
- 7. The charges fixed for the Uniform outfit allowance is Rs 400 and Washing allowance is Rs 100.
- 8. Security personnel deployed at the Institute after duty hours should not stay inside the campus and agency shall make its own arrangements for their stay outside IISc., Transport to and from the Institute will be the responsibility of the security personnel / agency.
- 9. The selected agency shall arrange to safeguard men & materials and the interest of the Institute at designated places by posting its personnel in such manner and at such points and at such times to assure the Institute that its interests are fully and wholly safe guarded. This includes assisting the Institute in first-aid and fire safety operations as may be deemed necessary.
- 10. The selected agency shall ensure good behavior, conduct, application and discharge of duty of personnel engaged by them. The personnel of the security agency shall perform their duties effectively and diligently in accordance with the general procedure laid down by the Institute from time to time.
- 11. In case of pre mature termination of Contract, the selected agency shall give a notice of 3 months (90 days) before withdrawing their services from the Institute
- 12. The selected agency shall ensure that the security guards/supervisors deployed at the Institute are not being shared across different organizations.
- 13. The agency shall ensure that the total number of new security guards/drivers/supervisors deployed at the Institute in a month to replace the personnel who have left the job due to various reasons shall not exceed 15% of the total number of guards/drivers/supervisors required for the month by the Institute. Failure to comply with this would result in imposing penalty on the administrative charges payable to the agency. The table illustrating the extent of penalty to be imposed is provided in Annexure V
- 14. The agency shall ensure that the guards/supervisor are not deployed beyond the maximum number of (regular) shifts per month as specified in the Labour Law (26/27 shifts in the months having 30/31 days respectively). Failure to comply with this would result in imposing penalty

- on the administrative charges payable to the agency. The illustrations for computing the amount of penalty to be imposed is provided in Annexure V
- 15. Absenteeism must not exceed 5% of the total required deployment in the month. For each occurrence of such excess absenteeism in a month the Institute will impose a penalty on the administrative charges payable to the agency. The illustrations for computing the amount of penalty to be imposed is provided in Annexure V
- 16. The security guards/supervisors deployed by the agency shall ensure that the Institute property is protected from theft/pilferage/damage. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident directly or indirectly, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 50,000/for each such incident.
- 17. The agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute.
- 18. If the agency fails to provide services to the satisfaction of the Institute on any of the above counts, the same will be communicated to the agency in writing. If three such notices are issued to the agency, the contract will be terminated and the agency shall forfeit the Performance Security Deposit.
- 19. At least 20% of Security Personnel deployed at the Institute should be trained in Fire Fighting Operations and a certificate to this effect should be produced at the time of screening before deployment.
- 20. It is mandatory to deploy Ex-servicemen manpower at all Department buildings / Library / NSSC etc., for which atleast30% of Ex-servicemen manpower out of total requirement of the Institute is required. The deployment of Ex-Servicemen / Ex. Policemen / Ex. Paramilitary personnel is to ensure strict access control on those Buildings. Hence, this condition of 30% of Ex-servicemen / Ex. Policemen / Ex. CRPF personnel should be provided and complied by the security agency.
- 21. The Institute administration has decided to prescribe a minimum percentage of administrative charges to the agencies for providing service. The minimum prescribed percentage will be kept in a sealed cover and will be opened just before the opening of the commercial bids. The commercial quotes below the prescribed minimum administrative charges will be declared as not qualified and their commercial bid will be rejected.

Training / Physical & Medical Fitness

1. All security manpower deployed by the agency should have undergone training in Security matters as per Private Security Agency (Regulation) Act, 2005 / Karnataka Private Security Agencies Rules, 2008. A certificate regarding above training is to be furnished by security agency in respect of each Civilian / Ex-servicemen security manpower.

- 2. Refresher training shall be conducted by the Security Agency on quarterly basis from the commencement of date of agreement on the syllabus to be decided in consultation with Security Officer failing which Institute will be free to take any further necessary action, including levy of penalty, as deemed fit.
- 3. All Security Guards /Supervisors deployed by the Security Agency should be medically fit having category SHAPE 1.
- 4. During of period of contract, any security personnel deployed by security agency should be replaced on attaining the above prescribed age limit.
- 5. The security manpower to be engaged by the security agency must be of sound health and their character and antecedents must be verified and approved by the appropriate authorities.
- 6. If any of them is not found medically fit prior to or during the continuance of the contract then the Security Agency shall not employ or engage them and the Institute shall have right to refuse admission to such employees of the Security Agency into Institute premises.
- 7. Security agency shall ensure that security manpower working for it undergoes a medical examination at the time of appointment and there afterwards once in every twelve months from his last such examination so as to ensure his continued maintenance of Physical standard as prescribed for the entry level as per PSAR Act / Rules.

Safety

The security agency will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The agency should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required

LEGAL

- 1. For all intents and purposes, the bidder shall be the "Employer" within the meaning of various Labour Legislation's in respect of manpower so employed and deployed at IISc, for security services on contract.
- 2. The selected agency shall alone be solely responsible for the redressal of grievances/ resolving of disputes relating to person deployed. IISc, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by selected agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 3. The manpower deployed by the selected agency shall not have any claims of Master and Servant relationship vis-à-vis IISc nor have any principal and agent relationship with or against the IISc.
- **4.** The personnel of the agency shall not be treated or considered as employees of the Institute under any circumstances. The personnel of the agency shall not further become members

of the IISc Employees Association / Union and shall not take part directly or indirectly in any of the activities of the Association / Union and shall help the Institute to maintain strict security measures at all-time including during agitation, staged by the Association / Union / Outsiders.

- 5. The manpower deployed by the selected agency shall not be entitled for any claim, pay, perks, relaxation, absorption and other facilities which may be admissible to the IISc employees during the currency or after expiry of the contract.
- 6. The agency shall alone be liable to pay compensation for any damage/death /injury sustained by the personnel or any other members of the agency in the course of their work/duty at the Institute during the contract period. Govt. of India issued guidelines on payment of compensation in cases of death / permanent incapacitation of person due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public services. Under these guidelines, the agency has to pay an amount of Rs. 10 Lakhs as compensation in the cases where a person is died and up to Rs. 7.5 Lakhs in the case of disabled based on loss of earning capacity. Institute has the right to recover further penalty in the cases where the incidents have happened with the negligence of the agency
- 7. In the event of theft, pilferage or damage to the Institute's property, after necessary investigations, if proved that negligence of the Agency//their personnel are responsible directly / indirectly, then the agency shall be held responsible for all the losses /damage and shall make good the loss/damage with penalty as indicated under "contract specific", clause # 16.
- 8. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Government of India. The bidder will maintain proper record as required under the Law / Acts in this regard. The wages and other entitlements shall be paid by bank transfer to their respective accounts of the security personnel.
- **9.** The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at IISc.
- 10. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. & income tax to the concerned tax authorities from time to time as per the rules and regulations on the matter.
- 11. The selected agency shall maintain all statutory registers applicable under the Law. The agency shall produce the records on demand to the concerned authority of IISc or any other authority under Law.
- 12. The Tax Deduction at Source (T.D.S.) shall be enforced as per the provisions of the Tax Department by the Institute and a certificate to this effect shall be provided to the agency by IISc.
- 13. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IISc is put to any loss / obligation, monetary or

- otherwise, IISc will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency including penalty.
- **14.** The selected agency will indemnify IISc from all legal, financial, statutory, taxation, and any other liabilities.
- **15.** Any or all disputes arising out of the contract shall be settled by the Director of the Indian Institute of Science, Bangalore.
- **16.** On all matters pertaining to this tender, the decision of the Director of the Institute shall be final and binding.
- 17. The selected Agency/ contractor are required to execute an agreement in the prescribed format immediately on the award of the contract.

FINANCIAL

- 1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) as stated in Schedule A, failing which the tender shall be rejected outright.
- 2. The proof of the annual turn-over for the previous years in the form of CA certificate /audited statement of accounts shall be provided, failing which the tender is liable to be rejected.
- 3. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Commercial Bid (Second competitive stage) shall be returned to them within a month (60 days), from the completion of the respective stage, without any interest. However, the E.M.D. in respect of the successful tenderer may be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of awarding the contract the EMD shall stand forfeited without giving any further notice and the contract will be terminated.
- 4. Bids offering rates which are lower than the minimum wages (as indicated in the commercial bid) for the pertinent category would be summarily rejected.
- 5. The proof of remittance of statutory deductions of PF, ESI, Service Tax, as appropriate, to the respective agency, for those employed at IISc, must be provided by the selected agency to IISc every month along with the bill, failing which the claim bill shall not be settled. These remittances/payments must be made in a separate challan specifically for the contract personnel deployed at IISc in the name of IISc.
- 6. The rates agreed upon except the Minimum wages, VDA and Statutory Taxes as notified from time to time by the Government of India shall remain unchanged until the expiry of contract period.
- 7. The agency shall submit the bill, in duplicate, along with attendance sheet (duly verified and attested by Security Officer in respect of the persons deployed and submit to Office of

- Security & Fire Fighting Section at Institute by the third week of the subsequent month. The payment will be released within four weeks from the date of submission of such bills.
- 8. The claims in bills regarding service tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of IISc. The payment of the bill will be effected only on production of copy of the months wage sheet, ESI, EPF, and service tax remittance and half yearly/yearly return under the respective Acts.
- 9. The successful bidder will have to deposit a Performance Security Deposit as specified in Schedule A, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security deposit shall be furnished in the form of an account payee Demand Draft or Bank Guarantee from nationalized or scheduled bank drawn in favor of **The Registrar**, **Indian Institute of Science**, **Bangalore 560 012**, payable at Bangalore. The performance security deposit should remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the service provider.
- 10. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.
- 11. Discrepancy in payment in the bills has to be notified to IISc within 60 days from the date of submission of bill to IISc or 60 days from the corresponding month the bill is claimed.
- 12. The agency shall raise the bill, in triplicate, along with attendance sheet in respect of the persons deployed and submit the same through the respective departments on or before 10th of the subsequent month. As far as possible the payment will be released within two weeks from the date of submission of bills. The following documents must accompany the bill.
 - 1. Current month Invoice Copy
 - 2. Current month Acquittance (Wage) Register duly signed by the individual contract Laborers
 - 3. Current month Attendance Register
 - 4. Current month ESI remittance challan with consolidate breakup details
 - 5. Current month EPF remittance challan, as applicable, with consolidated breakup details
 - 6. In addition Half yearly returns submitted to EPFO & ESIC are also to be submitted whenever due.
- 13. For the services provided by the Contractor, subject to satisfactory completion as certified by IISc, IISc agrees to pay the Minimum wages plus applicable ESI, EPF as notified by Central Government and agency administrative charges as mentioned in Annexure III. Further, any increase in minimum wages, as per the Central Government Minimum Wages Act, along with proportional increase in the ESI, EPF and agency administrative charges will be borne by IISc. Similarly any increase in the statutory levies (ESI, EPF, Service Tax) will also be applicable automatically and borne by IISc; any decrease in the statutory

levies, the benefits will go to IISc. Other than these, during the tenure of the contract, the rates agreed will remain unaltered.

- 14. In case the Contractor or any of his employees fails to fulfill his/their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever, the contractor shall pay, by way of liquidated damages, a sum of Rs. 50000.00 (Rupees fifty thousand only) per day for the entire number of such days and IISc shall, without prejudice to its other rights and remedies, be entitled to deduct such damages from the money, if any, payable by it to the Contractor.
- 15. The Contractor or any of his employees deployed by the agency shall not involve in any theft/pilferage/damage to Institute property. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 50,000/- for each such incident.
- 16. The Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.
- 17. 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.
- 18. 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 offenses outlined above or be an accessory to such offences. The involvement in any such activity shall entail a penalty of Rs. 50,000/- for each such incident.
- 19. The claims in bills regarding service Tax etc., if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of IISc.
- 20. It has been observed in the earlier tenders that some of the vendors quote an abnormally low administrative charge with a view to obtain the contract, which is practically not workable. Abnormally low administrative charges will affect the quality of service rendered. Therefore, the institute administration in consultation with the legal consultants has decided to fix a minimum percentage of administrative charges to the agencies for providing service. The percentage, which is ratified by the Contract Management Committee, will be kept in a sealed cover which will be opened just before the opening of

commercial bids. The commercial quotes below the prescribed minimum administrative charges will be declared as not qualified and their commercial bid will be disqualified.

21. The Contractors service charges will paid only on Minimum Wages (Basic + VDA).

Annexure-IEstimated manpower requirement of IISc (including relievers)

Sl. No.	Category	Approximate Requirement
1.	SECURITY SUPERVISORS (Should have at least 3 years' experience in security duties as Security Supervisor)	*25
2.	SECURITY GUARDS (includes 15 numbers of lady guards) (Should have at least 3 years' experience in security duties as Security Guard)	*325
3.	SECURITY GUARD CUM DRIVER	*6
	Total	*356

^{*}These figures may increase or decrease according to the requirement.

Annexure II TECHNICAL BID

(To be uploaded in portal and copies of the technical bid along with EMD to be dropped in Contract management Cell, IISc)

For Providing Security Services on Contract for IISc

1.	Name of Tendering Company/ I (Attach certificate of Registratio		
2.	Name of proprietor / Director: of Company / Firm / Agency		
3.	Full Address of Reg. Office with	h Regn. No.	
4.	Branch Address in Bangalore:		
5.	Telephone No. :		
6.	Fax. No.		
7.	E-Mail Address		
8.	PAN / GIR /TIN No. (Attach At	ttested Copy)	
9.	Labour Regn. No. (Attach Attes	ted Copy)	
10.	G S T Regn. No. (Attach Attest	ed Copy)	
11.	E.P.F. Regn. No. (Attach Atteste	ed Copy)	
12.	E.S.I. Regn. No. (Attach Atteste	ed Copy)	
13.	PASARA Regn. No.		
14.	Agency for last three financial	,	the tendering Company / Firm (Certificate/audited statement of afficient)
	Financial Year	Turnover Amount (Rs. in Crs)	Remarks, if any
	2017-18	(NS. III CTS)	
	2018-19		
	2019-20		

15. Give details of the major contracts/clients executed by the tendering Company/ Firm / Agency at any PSUs / Research Organization / Government Departments during the last three financial years in the following format. Copies of work orders should be attached for proof

MAJOR CONTRACT DETAILS

	Name & address of the client along	No of security	Amount of Contract (Rs. in Lakhs) per month	Duration of Contract	
Sl. No.	with details of contact person/Telephone numbers	personnel provided		From	То
1					
2					
3					
4					
5					
6					
7					
8					
9					

(If the space provided is insufficient, a separate sheet may be attached)

CURRENT RUNNING CONTRACTS

Sl. No.	Name & address of the client along With details of contact person, Name /Telephone	Amount of Contract (Rs. in Lakhs) per month	Duration of Contract		No of security guards provided
	/ FAX numbers		From	То	
1					
2					
3					
4					
5					
D.D. 17. Add (Atta	16. Details of Earnest Money Deposit: D.D./P.O. No. & Date & Name of the Bank 17. Additional information, if any (Attach separate sheet, if required) 18. Details of the MSME Certificate issued by bodies				
spec	cified by Ministry of MSME				
	CERTIFICA	TE OF ETHIC	CAL PRACTIO	CES	
 I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s, which are improper/Illegal during the execution of the contract awarded to us. II. Neither I /We nor anybody on my /our behalf will indulge in any corrupt activities /practices in my / our dealing with the Institute. 					
/ Prac	cases in my , our dearing with	me montate.			
III.	I / We will have no conflict of	of interest in any	of our works /	contracts at th	ne Institute.
DAT	ΓE:		SIGNATURE	OF THE TE	NDERER

PLACE:

ANNEXURE III

DETAILS- FOR INFORMATION ONLY

(Détails of the Wages, Allowances and other conditions) For providing Security Services on Contract for IISc

SI. No.	Particulars	Per Security Guard / Driver for 26 shifts of 8 Hrs under Skilled Category	Per Security Supervisor for 26 shifts of 8 Hrs under Highly Skilled Category		
1	Minimum Wage (Basic + VDA)	Rs. 20,202 (Rs.777 X 26)	Rs.21,970 (Rs.845 X 26)		
2	Uniform Charges (2 sets of summer/winter trousers & an arm badge distinguishing the agency, shoulder or chest badge to indicate his position in the agency, whistle attached with whistle cord, shoes with eyelet and laces and headgear or cap and identity card and belt. Items of equipment, headgears, torches, lathies, uniforms including rain coat, mosquito repellent cream, jerseys & other PPE (personnel protection equipment) also are to be provided by the contractor)	400	400		
3	Washing Allowance per month (Fixed)	100	100		
4	P F @ 13.00% (employer's Contribution)	Rs.1,950/-	Rs.1,950/-		
5	ESI@3.25% (employer's Contribution)	Rs.656/-	Rs.714/-		
6	SUBTOTAL (1+2+3+4+5)	Rs. 23,308/-	Rs.25,134/-		
7	Contractors Monthly Service Charge / Administrative Charges (to be quoted in percentage)	%	%		
GST/Service Tax if applicable will be paid as per GOI rules					

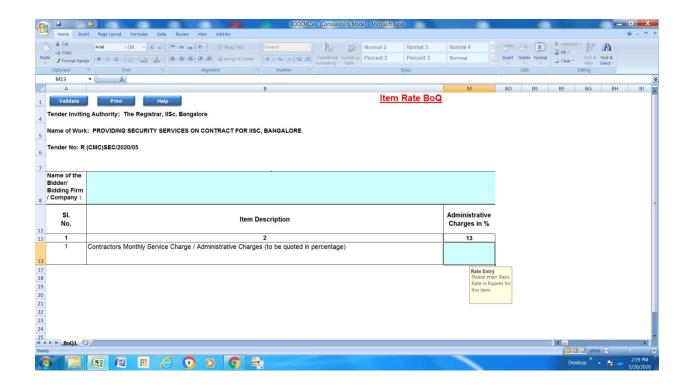
The minimum wages indicated at Sl. No.1 is as applicable on 1st Oct 2020 vide order issued by Ministry of Labour & Employment, Office of Chief Labour Commissioner (C) New Delhi. The specified minimum wages (Basic + VDA) per shift for:

Security Guard / Lady Guard / Driver: Rs. 777/-Security Supervisor: Rs. 845/-

Note: The Institute administration has decided to prescribe a minimum percentage of administrative charges to the agencies for providing service. The commercial quotes below the prescribed minimum administrative charges will be declared as not qualified and their commercial bid will be rejected. **Only the contractor monthly Administrative charge is required to be quoted in the portal under financial bid.** Administrative Contractor service charge will be paid only on Minimum Wage (Serial No 1)

The Selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, etc as notified by the Central Government from time to time.

Format of online Financial Bid which is to be entered in portal. (Only Contractors Monthly Service Charge / Administrative Charges to be quoted in percentage in portal.)



ANNEXURE IV

Check-List

(Documents to be enclosed with the Technical Bid)

Technical bid, sealed in a separate envelope superscribed as "Technical Bid"	
Earnest Money Deposit	
Proof of FINANCIAL Turn-over for previous three financial years in providing security services.	
Copy of Registration certificate with Labour Department	
Copy of PAN/GIR Card	
Copy of the IT return filed for the last three FINANCIAL year	
Copies of EPF and ESI certificates	
Copy of GST registration certificate	
Proof of Regd Office/Branch Address in Bangalore	
Copies of the MSME Certificate issued by bodies	
specified by Ministry of MSME if any Attested copy of the registration certificate issued under Private Security Agencies (Regulation) Act, 2005	
Attested copy of license issued under Private Security Agencies (Regulation) Act, 2005	
Work Experience of providing security services during the previous three financial years as per the eligibility criteria. Certificate from the client of the service provider to be provided as the documentary proof. (List of firms where they have provided services and details of contact person(s).)	

ANNEXURE V

Illustrations for computing amount of penalty on administrative charges to be imposed on the agency for non-compliance of terms and conditions of the contract

I. For non-compliance under Terms and Conditions – General, clause #13.

"The selected agency shall immediately provide replacement and ensure that no designated post is left vacant in any shift. If during a month, more than 5% of the designated posts are left vacant due to insufficient deployment of personnel by the agency then Institute will impose a penalty on the administrative charges payable to the agency."

a) For months with 30 days:

Number of shifts needed to ensure that no designated post is left vacant = $325 \times 30 = 9750$, 5% of $9750 \sim 487$

Number of shifts for 5% designated posts left vacant = 9750 - 487 = 9263

Penalty for shifts less than 9263 in a month is Rs.50, 000.00 (Rupees Fifty thousand only)

b) For months with 31 days:

Number of shifts needed to ensure that no designated post is left vacant = $325 \times 31 = 10075$ 5% of $10075 \sim 504$

Number of shifts for 5% designated posts left vacant = 10075 - 504 = 9571

Penalty for shifts less than 9336 in a month is Rs.50,000 (Rupees Fifty thousand only)

II. "The agency shall ensure that the total number of new security guards/drivers/supervisors deployed at the Institute in a month to replace the personnel who have left the job due to various reasons shall not exceed 15% of the total number of guards/drivers/supervisors required for the month by the Institute. Failure to comply with this would result in imposing penalty on the administrative charges payable to the agency."

For security guards 15% of $325 \sim 49$

Penalty of Rs. 50,000.00 (Rupees fifty thousand only) will be imposed if more than 49 new security guards deployed are absent on account for attrition or other reasons.

For security supervisors 15% of 25 \sim 4

Penalty of Rs. 30,000.00 (Rupees Thirty thousand only) will be imposed if more than 4 new security supervisors deployed are absent on account for attrition or other reasons.

For drivers 15% of $6 \sim 1$

Penalty of Rs. 10,000.00 (Rupees ten thousand only) will be imposed if more than 1 new driver deployed are absent on account for attrition or other reasons.

III. For non-compliance under Terms and Conditions – Contract Specific, clause # 14 and 15

- 14. The agency shall ensure that the guards/supervisor are not deployed beyond the maximum number of (regular) shifts per month as specified in the Labour Law (26/27 shifts in the months having 30/31 days respectively). Failure to comply with this would result in imposing penalty on the administrative charges payable to the agency.
- 15. Absenteeism must not exceed 5% of the total required deployment in the month. For each occurrence of such excess absenteeism in a month the Institute will impose a penalty on the administrative charges payable to the agency.

a) For months with 30 days:

For security guards 5% absenteeism means ~ 434 shifts

If the sum total of duty shifts of each security guard in excess of 26 shifts is more than 434 and less than 550 then a penalty of Rs. 5000.00 (Rupees five thousand only) will be imposed.

If the sum total of duty shifts of each security guard in excess of 26 shifts is more than 550 and less than 650 then a penalty of Rs. 10000.00 (Rupees ten thousand only) will be imposed.

If the sum total of duty shifts of each security guard in excess of 26 shifts is more than 650 then a penalty of Rs. 15000.00 (Rupees fifteen thousand only) will be imposed.

b) For months with 31 days:

For security guards 5% absenteeism means ~ 448 shifts

If the sum total of duty shifts of each security guard in excess of 27 shifts is more than 448 and less than 550 then a penalty of Rs. 5000.00 (Rupees five thousand only) will be imposed.

If the sum total of duty shifts of each security guard in excess of 27 shifts is more than 550 and less than 650 then a penalty of Rs. 10000.00 (Rupees ten thousand only) will be imposed.

If the sum total of duty shifts of each security guard in excess of 27 shifts is more than 650 then a penalty of Rs. 15000.00 (Rupees fifteen thousand only) will be imposed.

NOTE: Penalties explained at I, II and III above will be levied concurrently, if the agency fails to comply with relevant provisions.