



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
(IISER), PUNE**

**(An Autonomous Institute under Ministry of Education, Govt. of India)  
Dr. Homi Bhabha Road. Pune -411008**

Website: [www.iiserpune.ac.in](http://www.iiserpune.ac.in)

**Advt. No. IISER/S&P/07/21-22**

**TENDER FOR SECURITY MANPOWER SERVICES**

Indian Institute of Science Education and Research Pune is an autonomous Institute under Ministry of Education, Government of India.

The Registrar, IISER Pune invites online bids (e-Tender in two bid system) for security manpower services on contractual basis.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender. No manual bids will be accepted.

**Technical Bid** and **Financial Bid** should be submitted in the E-procurement portal. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

**Important Dates of Tender:**

Sr.	Particulars	Date	Time
1	Date of Online Publication / Download of Tender	30/07/2021	18:00 hrs
2	Pre-Bid Meeting	09/08/2021	15.00 hrs
3	Bid Submission Start Date	16/08/2021	10:00 hrs
4	Bid Submission Close Date	23/08/2021	15:00 hrs
5	Closing date & time for Submission of original EMD & Tender Fee / Exemption Related Certificates, documents	23/08/2021	15:00 hrs
6	Opening of Technical Bids	25/08/2021	15:30 hrs

**Pre Bid Meeting:**

A Pre-bid conference will be held via video conferencing from IISER Pune, Purchase Section, Dr. Homi Bhaba Road, Pashan, Pune - 411008 on 09-08-2021 from 3:00 PM to 4:00 PM (IST). All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID purchase@iiserpune.ac.in latest by 05-08-2021 2:00 PM. During the Pre-bid meeting the answers/clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

**The corrections/additions / clarifications given, as discussed during the Pre-Bid Conference would be hosted on the website of IISER Pune and all the Prospective Bidders are required to take cognizance of the proceedings of the Pre-Bid Conference before submitting their bids as stipulated in the Bidding Documents.**

**Amendment to Bidding Documents:**

At any time prior to the due date for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have down loaded the Tender Document should surf Institute website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Director, IISER Pune reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Pune in this regard shall be final and binding on all.

**REGISTRAR**

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## INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

### REGISTRATION:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) ) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

### SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS :**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

### **ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.



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Dr. Homi Bhabha Road. Pune -411008

## ELIGIBILITY CRITERIA

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 Pune/PCMC.
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. Agency / firm / company should have provided at least 40 security personnel in a single contract at single site to Central / State Government Organizations /Government funded Autonomous Bodies/ Government Academic Institutions/Reputed Private Sector companies continuously for a minimum contract period of one year
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 Pune/PCMC.
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 Maharashtra.
6. The bidder / Company / Firm / Agency should have minimum financial turnover of Rs 55 lakhs every year in providing security services only in the last three financial years as specified in Performa for evaluation of technical bid .

## TENDER FOR SECURITY MANPOWER SERVICES

### TECHNICAL BID

#### PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDERING FIRM/PERSON

**Ref.:** Advertisement for Tender in the \_\_\_\_\_ News-paper dated \_\_\_\_\_ in connection with providing **Security Services to IISER Pune** on contract basis in the shape of manpower for security services as per **Annexure-1**.

Sr.	Particulars	Details -	Page No
1	Name of the agency / firm / company		
2	The bidder should have Registered Office or Branch Office with full infrastructure in Pune/PCMC.  Address of the head office of the agency / firm / company  Land Line No  Mobile No  Email		
3	Legal status - Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Submitted / Not Submitted	
4	Name, designation, and details of contact person.  Land Line No  Mobile No  Email		
5	Month and Year of commencement of security manpower providing business.		



6	<p>Statutory details of agency / firm / company <b>(Relevant Photocopies to be submitted):</b></p> <p>1] Registration number of the firm. (Issued under Shops and Establishment Act, Maharashtra).</p> <p>2] In case of company, registration number issued by Registrar of Companies.</p> <p>3] Valid License for Pune issued by Maharashtra Government under Private Security Agency Regulation Act.</p> <p>4] Permanent Account Number (PAN).</p> <p>5] GST - Registration number.</p> <p>6] Registration number issued by Regional Provident Fund Commissioner.</p> <p>7] Registration number issued by Employees State Insurance Corporation.</p> <p>8] Profession Tax registration number of Maharashtra.</p>	<p>1] Submitted / Not Submitted</p> <p>2] Submitted / Not Submitted</p> <p>3] Submitted / Not Submitted</p> <p>4] Submitted / Not Submitted</p> <p>5] Submitted / Not Submitted</p> <p>6] Submitted / Not Submitted</p> <p>7] Submitted / Not Submitted</p> <p>8] Submitted / Not Submitted</p>	
7	<p>Agency / firm / company should have an annual turnover of at least Rs. 55 lakhs in the security manpower providing business alone in any one of the stated 3 financial years. Relevant supporting documents of security manpower providing business duly certified by the Chartered Accountant to be submitted.</p> <p>Also, submit copy of the audited Balance Sheet and income tax return filed for the relevant financial year in support of above condition.</p>	<p>Financial Year - 2018-19 : Rs. _____</p> <p>Financial Year - 2019-20 : Rs. _____</p> <p>Financial Year - 2020-21 : Rs. _____</p> <p>Submitted / Not Submitted</p>	
8	<p>Agency / firm / company should have provided at least 40 security personnel in a single contract at single site to Central / State Government Organizations / Government funded Autonomous Bodies/ Government Academic Institutions/Reputed Private Sector</p>	<p>Yes / No</p>	

	<p>companies continuously for a minimum contract period of one year (including continuous extensions) any time in last three years as on the closing date of the tender.</p> <p>Submit name (s) of the Organization(s) along with a certificate on their letter head certifying that the applicant firm has executed the contract satisfactorily for one year or more and where 40 or more security personnel were deployed.</p> <p>Also, submit details of present and past clients in the format provided (Annexure-3) in this tender along with photocopies of the relevant work orders, extensions (if any), Client Certificates and agreement which must clearly give full details about contract period, category of staff provided and its number.</p>	Submitted / Not Submitted	
		Submitted / Not Submitted	
9	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable	
10	Submit details regarding financial resources, fixed and movable assets on letter head.	Submitted / Not Submitted	
11	Submit acceptance (Annexure-2) certificate on a letter head in the prescribed format given in this tender.	Submitted / Not Submitted	
12	Sign all pages of the tender and draft agreement.	Yes / No	
13	Details of tender fee	DD/Pay Order No. _____ dated _____ for Rs. 1,180/- (Rupees One thousand one hundred eighty only) drawn on (name of the Bank) in favor of Director, IISER Pune payable at Pune. <b>(To be enclosed with the Technical Bid)</b>	

14	Details of the earnest money deposit (EMD) submitted.	DD/Pay Order No. _____ dated _____ for Rs. 3,72,000/- (Rupees-Three Lakh Seventy Two Thousand only) drawn on (name of the Bank) _____ in favor of Director, IISER Pune payable at Pune. <b>(To be enclosed with the Technical Bid)</b>	
14	Any other information		

Place: \_\_\_\_\_

Signature of Tenderer

Date: \_\_\_\_\_

Name, Address with  
Rubber stamp

Tender fee and EMD amount can be deposited in IISER PUNE Bank account through net banking as mentioned below.

Name- Indian Institute of Science Education and Research Pune.  
Bank-State Bank of India  
Branch-NCL Campus Branch, PUNE 411008  
Current A/c No. 30042605732  
IFSC-SBIN0003552



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**PRICE BID**

Supply of Security Guards as per “Annexure-1”. Only administrative charges are to be quoted. TDS will be recovered as per the prevailing rate on the gross billed amount payable to contractor.

If there is a discrepancy between the Administrative charges quoted in words and figures, the charges in words shall prevail.

**ADMINISTRATIVE CHARGES** in % \_\_\_\_\_% (In words \_\_\_\_\_) of total monthly gross wages of employees.

NOTE:

1. TDS @ 2% OR AS PER APPLICABILITY SHALL BE DEDUCTED MONTHLY FROM THE GROSS BILLED AMOUNT TO BE PAID TO THE CONTRCATOR)
2. In case the agency is defaulter under income tax. Higher rate of TDS will be applicable.
3. This format should be submitted along with price/ commercial bid.

**DATE:**

**SIGNATURE OF TENDERER  
NAME, ADDRESS WITH  
RUBBER STAMP**

## TERMS AND CONDITIONS FOR TENDER

- The tender document can be downloaded from CPP portal and institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in). The tender documents are to be uploaded online on CPP portal. Tender document fee of Rs. 1180 /- (non-refundable) in the form of DD drawn in favor of “Director, IISER Pune” to be enclosed with the Technical Bid.
- The Tender document comprises two parts; (I) Technical bid and (II) Price / Commercial bid
- The tenderer should quote in figures as well as in words the Administrative charges tendered by them in the Price / Commercial bid.
- The date and time of opening of “Price / Commercial” Bids shall be intimated later. The commercial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee.
- Technical bid should not contain any price bid information.
- The tender is not transferable under any circumstances.
- Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- Tender in any form other than the prescribed form issued by IISER Pune will not be entertained and will be summarily rejected.
- Institute reserve the right to reject only or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.
- Institute may seek confidential feedback from any / all clients at any stage before / after opening technical/commercial bids and may take decision based on client’s feedback.
- Institute may cancel the tender at any stage.

**NAME OF CONTRACT:-** Contract for providing Security Manpower Services.

**PERIOD OF CONTRACT:-** The Contract shall be initially for a period of one year, subject to satisfactory performance of services and compliance of all terms and conditions of the agreement. The contract is extendable beyond one year based on satisfactory performance and as per the norms of Government of India. The Competent Authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one contractor even after the award of contract.

## **SECURITY DEPOSIT**

The successful bidder shall deposit non-refundable amount of Rs. 3,00,000/- as security deposit in the form of demand draft drawn in favor of "Director IISER Pune". This deposit is taken for the purpose of Uniforms which needs to be provided by the Contractor to its Contractual employees deployed on site. However, the Institute will utilize this amount to provide two sets of uniforms, shoes, identity card in a year to Contractual employees.

## **PERFORMANCE BANK GUARANTEE**

The Contractor shall provide a Bank Guarantee equivalent to one-month wage bill (Rs. 16,00,000/- Lakh as on date) within 15 days from the date of issuing of letter of intent valid for the contract period plus two months which shall be used in case Contractor fails to pay its staff or in case of violation of any of the terms and conditions of the contract or in case of any default. It shall be renewed from time to time as per the further renewals / amendment of the contract (if any).

As and when billing amount increases by 10% over and above the Bank Guarantee already held with the Institute during the contract, the contractor shall submit additional bank guarantee of enhanced bill amount valid for the remaining period of contract plus two months.

**SCOPE OF WORK:-** Providing Security personnel to IISER Pune as per the requirement from time to time as per "Annexure-1" to this tender. The Contractor shall provide Security manpower services to the IISER Pune deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security manpower services of the contractor are enumerated with important but non exhaustive list as below:-

- Protection of property and personnel (faculty, staff, students, official visitors and residents) of the IISER Pune against willful harm; It includes all the Gates, Academic Areas, Activities Area, Hostels, Guest Houses, Research Labs, Play grounds, Community Centers, Commercial Centers and Wellness clinic etc. of IISER Pune.
- Protection of property, cash, documents and personnel of IISER Pune. Also in transit when so specified.
- Protection of office property and materials against loss, damage, theft, misappropriation, pilferage, fire etc. Protect property/cash/documents of IISER Pune against burglary (where loss is due to entry after breaking the any entry lock/ door/window/grill).
- Regulate access control at gates, prevent miss-use of IISER Pune grounds and facilities by outsiders, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the IISER Pune campus and prevent vandalism. Ensure proper & timely reporting of violations to IISER Pune authorities.
- Prevent loss on account of lapse in "access control measures" at Gates of the IISER Pune.
- Undertake fire fighting operations with provided equipment.

- Regulate parking of vehicles in designated areas of the IISER Pune.
- Provide security during official, social and religious functions of the IISER Pune.
- Conduct security audits/surveys/investigations/consultancies as per requirements.
- Conduct periodic security and Fire fighting training of security guards.
- Adhere to the Standard Operating Procedures (SOPs) given by the IISER Pune which may be modified from time to time by the Director or his nominee.
- Investigation of thefts, accidents or any other matter required from time to time.
- Carry out any other job assigned by the Director or his nominee in Interest of Security of IISER Pune.

## GENERAL TERMS AND CONDITIONS

1. Tenderer must fulfill all the requirements given in the Technical Bid and all the terms and conditions of this tender.
2. Photocopies & supporting documents submitted should be legible and self attested. Only the documents as asked in the Tender must be submitted. It is to be strictly observed that no irrelevant (or) superfluous documents are submitted with the Tender.
3. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp papers of appropriate value (Draft appended to this tender).
4. **Quoting of administrative charge:** The contractor has to quote administrative charge keeping in view the statutory deductions as per applicability. Lower rates of administrative charge should not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, thereby affecting the performance of the workers.
5. **IISER Pune will pay GST @ 18% under REVERSE CHARGE MECHANISM (RCM) to the Government as per Notification No. 29/2018- Central Tax (Rate), dated 31st December, 2018**
6. **The bidders are required to quote only ADMINISTRATIVE CHARGES strictly in percentage of monthly gross wages. Commercial (Price) bids quoting “Nil” consideration or “Zero percent or its derivatives upto 0.9999 percent and thereof” as Administrative charge shall be rejected summarily.” The bidders are required to be careful while quoting rate of administrative charges.**
7. **The Price bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. In case of multiple tenderer emerging as Lowest I (L I), the contract shall be then awarded to the tenderer amongst L I with highest average annual turnover of last three years, based on audited annual accounts for the F.Y. 2018-19, 2019-20, 2020-21.**
8. Contractor/Agency will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to Administration Section within 30 days from the date of issue of the award of contract.
9. The Contractor should submit a **Bank Guarantee equivalent of one-month gross wage bill** within 15 days from the date of **Letter of Intent**, valid for 14 months from commencement of contract which will be renewed from time to time as per further renewals/amendment of the contract. Whenever wage bill amount increases by 10% of the initial amount, additional Bank Guarantee shall be submitted by contractor.
10. The Director, IISER Pune shall have absolute right and authority for the suspension/ revocation of said bank guarantee in case of breach of any clause of the Agreement by giving prior notice.



11. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of contract within the stipulated period after the issue of allotment letter for every week or part thereof for the delay in the commencement of the contract.
12. The decision of the Director, IISER Pune with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, IISER-Pune reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the bank guarantee, as he may think proper.
13. During the contract, the contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, father's name, residential address, date of birth, Telephone number, recent passport size photograph etc. in the form of data base in both hard and soft copy within 07 days from the date of their deployment or communicate any change about it from time to time.
14. The Director, IISER Pune or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily.
15. The manpower deployed by the Contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and IISER Pune either implicitly or explicitly.
16. The persons so deployed shall be under the overall control and supervision of the Contractor and the contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. IISER Pune shall be absolved from any such liability at its own level.
17. The Contractor/ Agency shall be responsible for all injuries and accidents to Persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident while performing the duty.
18. The Contractor/ Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Contractor/Agency is found misbehaving with the supervisory staff or any other staff member/student of IISER Pune, it shall terminate the services of such employees on the recommendation of the Officer designated by the Director, IISER Pune. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the Supervisory staff of the IISER Pune.
19. The Contractor/Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to it by IISER Pune and shall not knowingly lend to any person or company any of the assets of the IISER Pune under its control.

20. In the event of any loss being caused to the IISER Pune on account of negligence/derelection of duties by the Contractor or his employee that shall be established after a joint inquiry comprising of the representatives of IISER Pune and the Contractor and IISER Pune should get the same compensated from the Contractor. The contractor may have a Public Liability Insurance Policy Cover.
21. The Contractor will not be held responsible for the damages caused to the property of the Institute due to natural calamities like lightening, earth quake, flood etc.
22. The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
23. The Contractor shall take day to day instructions from the Officer/s or his Deputy, in his absence, of IISER Pune.
24. None of the employees of the Contractor shall enter into any kind of private work at different locations of the IISER Pune during working hours or otherwise. The Contractor should not put its employees in different shifts at other locations other than IISER Pune & they should not be employed by other agencies to do so also. In case of any violations of this the contractor shall be penalized by imposing a fine of Rs. 5,000/- per employee per incident.
25. In addition, IISER Pune will have liberty to increase/decrease the total number of security personnel by giving a short notice of 24 hours to the Contractor.
26. It would be desirable that the Security personnel provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less Communication equipment.
27. All security personnel should have working knowledge of English language.
28. The Contractor /Agency shall maintain an Occurrence Book which will be made available to the supervisory staff of IISER Pune.
29. The manpower proposed to be deployed by the Contractor /Agency shall be subject to screening by IISER Pune, to ascertain their suitability and skills on mutually agreed basis. The person deployed at the Institute shall be at the discretion of the Institute. Before deploying a person in IISER Pune the Contractor shall furnish complete particulars and obtain approval of the designated officer of IISER Pune. **IISER Pune will not pay any Recruitment charges to the successful bidder/agency.**
30. IISER Pune reserves the right to ask and require the Contractor to remove any person deployed by the Contractor, without assigning any reason and notice.
31. The Contractor shall deploy trained security personnel. The Contractor shall also undertake at its own expense in consultation with IISER Pune, a Continual updating of skills and processes and procedure to be followed by the Security personnel provided to IISER Pune by organizing suitable training schedules for them. The manpower supplied by the Contractor/Agency shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems

installed in the IISER Pune campus. In case of an outbreak of fire they should be able to undertake fire fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Contractor's arrangements and expense.

32. All the Security personnel shall be normally required to work in three shifts basis. No Security personnel will be allowed to perform double duty /continuous basis unless authorized by the Officer/s of IISER Pune. Weekly off is mandatory for all personnel as per labour laws.
33. The Contractor/ Agency will get all the staff on its roll deployed at IISER Pune campus, verified of their Antecedents through Maharashtra Police and a certificate to this effect be furnished by the Contractor to IISER Pune within 30 days of initial deployment. The Contractor should maintain proper record/documents of the same. These documents are required to be produced to IISER Pune whenever required.
34. The Contractor shall have proper standard and procedures of recruitment and training. The contractor should provide a copy of Training Manual for inspection to IISER Pune authorities.
35. The Contractor shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the designated officer of IISER Pune.
36. The Contractor shall nominate one "Field Officer" experienced in the field of security for taking care of queries/matters relating to general discipline, incidents, accidents relating to its deployed personnel and also for immediate interaction with IISER Pune authorities.
37. That no right, much less a legal right shall vest in the Contractor's staff to claim/have employment or otherwise seek absorption in IISER Pune nor the Contractor's staff shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of IISER Pune. It will be the responsibility of the Contractor to make it clear to their staff before deploying at IISER Pune.
38. The Contractor shall not be allowed to change its name and style after the award of the contract.
39. Any legal disputes will be subject to jurisdiction of Pune Courts only.
40. **WAGES:** - The Contractor shall pay monthly wages plus statutory charges (EPF/ESI) to all his employees as per the wage rates fixed by IISER Pune. Wages will be fixed by IISER Pune according to Central/state minimum wages, whichever is higher approved by the Director IISER Pune. The contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
41. The contractor shall furnish details to IISER Pune about disbursement of salary within 5 days from the date of disbursement i.e. last working day. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his staff so

deployed under the various Labour Laws. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.

42. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority of IISER Pune along with wage bill for the next month. He will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at IISER Pune. In case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by the Institute authority and withholding of Bills payable.

43. The contractor will submit wage bill as per details/table given below :-

- a. Name of the company-
- b. Annual contract for the Security Manpower Services
- c. Authority No. & Date-
- d. Date of commencement of the contract-
- e. Wage Bill for the period \_\_\_\_\_
- f. Bill No. \_\_\_\_\_ & Date \_\_\_\_\_

Sl. No.	Name of staff	Empl. Code No.	EPF No.	ESI No.	No of days	@ Basic plus VDA/ Minimum Wages	Wages	Employee's		Carry Home Salary	Employer's Share		
								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.61%	ESI 4.75%
1	2	3	4	5	6	7	8	9	10	11	12	13	14

The contractor will keep the following instructions in view while submitting the monthly wage bill(s):-

- I. Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- II. A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/ESI etc. payment to the concerned authorities will be submitted to IISER Pune along with the bill for wages for the next month.

44. Contractor shall pay wages to all its staff members on last working day of the month. Schedule of process to be followed is as under :

SR.	ACTIVITY	WHO	TURN AROUND TIME
1	Verification of Attendance and wage sheet	IISER Pune	22 <sup>nd</sup> of every month
2	Raising of Invoice to Institute	Contractor	24 <sup>th</sup> of every month
3	Release of Payment	IISER Pune	28 <sup>th</sup> of every month
4	Salary Disbursal	Contractor	Salary should be credited to individual a/c on last working day of every month

45. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. **He will be liable for the deduction prevailing TDS @ 2% or as per applicability on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable from time to time (This cannot be recovered from the employee's salary and the contractor has to adhere to the TDS as per Income Tax Act).** Apart from this, the Contractor shall also pay government statutory charges on the gross bill at the rates as applicable from time to time. The Contractor will submit to IISER Pune authorities a copy of the receipts. Deduction on account of government statutory charges on the gross bill may be deducted at source if there are any instructions from the concerned government authorities in this regard.
46. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to IISER Pune authorities. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
47. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his staff so deployed for the preservation of peace and protection of persons and property of IISER Pune.
48. In case of any complain/defect pointed out by IISER Pune authorities against any contractor's staff, the Contractor shall immediately replace the person so deployed.
49. IISER Pune shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the bank guarantee of the Contractor.
50. **Resolution of Disputes:** In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IISER Pune or any other officer nominated by the Director, IISER Pune for arbitration whose decision shall be final and binding on both the parties. The contractor agrees that the arbitrator could be an employee of the Institute and shall not have any

objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

#### **51. Termination of the Contract :-**

The contract may be terminated in any of the following contingencies:-

1. On giving one month notice by IISER Pune. OR
2. On the expiry of the contract, without any notice. OR
3. On giving one month notice by IISER Pune at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
4. On contractor being declared insolvent by the competent Court of Law without any notice. OR
5. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party, without any notice.

Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

In case of termination of contract on the grounds mentioned at Sr. No 3 above OR in case of contractor decides to conclude the contract before the expiry of twelve months contract period, the contractor shall forfeit the Bank guarantee held with IISER Pune and the contractor shall not have any claim/right against the Institute in satisfaction of this condition.

- 52. Last Payment:** The last payment of the contractor will be cleared only after ascertaining that no liabilities are pending.

**SCHEDULE OF REQUIREMENT**

<b>Sr. No.</b>	<b>CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED</b>	<b>APPROXIMATE NUMBER OF STAFF REQUIRED (Likely to change as per the requirement)</b>	<b>MINIMUM QUALIFICATION AND EXPERIENCE</b>
<b>1</b>	<b>Male Security Guard</b>	<b>40</b>	<b>Minimum 10<sup>th</sup> Pass</b>
<b>2</b>	<b>Female Security Guard</b>	<b>6</b>	<b>Minimum 10<sup>th</sup> Pass</b>
<b>3</b>	<b>Security Supervisor (Male)</b>	<b>3</b>	<b>Ex-Serviceman with 12<sup>th</sup> Pass</b>

**ACCEPTANCE CERTIFICATE**  
**(To be submitted along with technical bid)**

I..... (Designation)..... of

(Name of the Company) .....

Have read and understood and hereby unconditionally accept the terms and conditions of the tender and agreement in its entirety for security manpower services.

Signature of Authorized Signatory

Company Seal / Stamp

Date:

Place:



**DETAILS OF CLIENT AND STAFF DEPLOYED**

**(If required use separate sheet without changing the format)**

Submit photocopies of the relevant work orders, extensions (if any), Client Certificates, agreement which must clearly give full details about contract period, category of staff provided and its number.

<b>Name &amp; Address of Client (s) (Do not use abbreviations)</b>	<b>Period (From - To) (DD/MM/YYYY)</b>	<b>No. of Security Personnel deployed per day (Round the clock).</b>	<b>Remarks (if any)</b>

Signature of the Contractor or his authorized signatory with seal of the Agency/firm

## **DRAFT AGREEMENT**

### **AGREEMENT**

This agreement has been signed on this \_\_\_ **day of month, Year** at **Place**.

BETWEEN

**M/s Indian Institute of Science Education and Research Pune**, having its Office premises at Dr. Homi Bhabha Road, Pune - 411008 (hereinafter referred to as INSTITUTE) being "The Party of the First Part".

AND

**M/s** \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as CONTRACTOR) being "The Party of the Second Part".

Whereas **INSTITUTE**, an Autonomous organization, under the Ministry of Human Resource Development, Govt. of India is in requirement to arrange the manpower as necessary to execute the security services at IISER Pune campus.

Whereas **CONTRACTOR** is engaged and running the business of Security services, supplying and providing the Security Supervisors and Security Guards (Armed/Unarmed) to the Govt., Semi Govt. Departments, Private Organizations and Office premises etc.

AND WHERE AS **CONTRACTOR** undertakes to provide the requisite number of temporary Security Personnel (Male and female) at IISER Pune campus as per terms and conditions agreed upon by both the parties.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-**

### **TERMS AND CONDITIONS**

1. Duration of the contract shall be **12 months effective from** \_\_\_\_\_, \_\_\_\_\_ **to** \_\_\_\_\_, \_\_\_\_\_, subject to appraisal and review by the Institute authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before 12 months by giving notice of one month to this effect.
2. The contractor has quoted administrative charges @ \_\_\_\_\_% keeping in view all the statutory charges relating to this contract etc and reasonable margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that no complaints from workers is received regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, thereby affecting the performance of the workers.

3. The Contractor shall **submit Bank Guarantee equivalent to one month wage (gross) bill within 15 days from the date of Letter of Intent.** Bank Guarantee shall be used in case Contractor fails to pay its labour force or in case of violation of any of the terms and conditions of the contract or in case of any default. The Bank Guarantee shall be valid for the period up to \_\_\_\_\_, \_\_\_\_\_ **(Period up to 14 months from the date of commencement of contract). Whenever wage bill amount increases by 10% of the initial amount, additional Bank Guarantee shall be submitted by the Contractor.**

4. All the terms and conditions stated in the Tender for Security Manpower Services (Advt.No. IISER/S&P/07/21-22) shall also be part and parcel of this agreement unless otherwise specifically mentioned herein.

**5. Payment terms :**

- a. The Institute shall on monthly basis reimburse monthly total cost of security personnel deployed at IISER Pune campus by contractor as given in **Annexure-I**.
- b. The total cost shall be worked out by the Institute based on Wages fixed by the Institute according to Central/State minimum wages, whichever is higher approved by the Director of the Institute.
- c. The Administrative charges payable by the Institute shall be \_\_\_\_\_ % **of gross wages** during the tenancy of this agreement including the future extensions (if any).
- d. In the event of revision of wage rates by applicable authority at any time, the same will be accordingly revised.
- e. The Contractor is under obligation to submit PF, ESI and deposit challans of the previous month before 24th of next month, separately for its staff deployed at the Institute premises. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective PF, ESI and monthly challan by the Contractor. Failing to submit the challan as stated, penal deduction of Rs. 3000/- per day will be levied on contractor
- f. Administration charges will be withheld if contractor defaults on above aspect consecutively for two months and written notice shall be given to the contractor for termination of contract.
- g. Payment cycle will be from 20<sup>th</sup> to 19<sup>th</sup> of next month. Schedule of processing of monthly bill will be as follows:

SR.NO	ACTIVITY	WHO	TURNAROUND TIME
1	Verification of Attendance and wage sheet.	Institute	22 <sup>nd</sup> of every month
2	Raising of Invoice to Institute	Contractor	24 <sup>th</sup> of every month
3	Release of Payment	Institute	28 <sup>th</sup> of every month
4	Salary Disbursal	Contractor	Salary should be credited to individual Bank account on or before last working day of every month.

If any of the dates happens to be holiday, the activity will be on the next working day.

**Any delay beyond this limit in disbursement of salary will invite Contractor to pay penalty of Rs 2000/- per day. The contractor will deposit the wages and applicable allowances in individual's bank account after taking the administrative charges. PF, ESI, and other statutory component shall be deposited by the contractor with the respective agencies. The contractor shall submit the bank deposit slip of payment of wages to its staff deployed at IISER Pune campus, acknowledged by the bank to Institute Administration on last working day of the month.**

#### **5. Statutory Obligations**

- a. Contractor shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax, or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor, and it shall not involve the Institute in any way what-so-ever.
- b. Institute will not be responsible for any violation/ contravention of the aforesaid laws, rules and regulations. Institute incurring damage due to the non-compliance of the aforesaid laws by the Contractor, the Institute shall be indemnified by the Contractor to the extent of loss suffered due to the said violations.
- c. In case wages plus applicable allowances per month paid to its employees deployed at IISER Pune campus is less than the wages plus allowance being paid by Institute as principle employer, the contract shall be terminated. The payment should be made to individual respective bank account to be maintained at State Bank of India, and a record of that should be kept in a register which may be examined by the Institute at any time.
- d. Contractor will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to Institute Administration Section within 30 days from the date of issue of the award of contract.

#### **6. Interference**

In case activities of Contractor staff are found harmful to the interest of the Institute, then the Contractor shall be under obligation to change the staff deployed. Any loss or damage to the property of Institute caused by Contractor staff will be compensated by the Contractor only.

#### **7. Relationship**

The contract will be on 'Principal to Principal' basis and cannot be transferred or assigned by the contractor to any other person/ firm. If any liability, in terms of order, award, or decree is fastened on the Institute regarding employment of Contractor staff with Institute, the said liability can be adjusted by the Institute from the bills payable to the Contractor.

#### **8. General terms and conditions**

1. The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him at IISER Pune campus is complete and no person has been left and no supplementary bill will be submitted thereafter.
2. In addition, the Institute will have liberty to increase/decrease the total number of Guards by giving a days notice to the Contractor. The Contractor should take prior approval of the competent authority of the Institute before deploying security staff at IISER Pune campus.
3. The Contractor shall be responsible for all injuries and accidents to Persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident while performing the duty.
4. The Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Contractor is found misbehaving with the supervisory staff or any other staff member/student of the Institute, it shall terminate the services of such employees on the

recommendation of the Officer designated by the Director, IISER PUNE. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.

5. The Contractor shall take day to day instructions from the Officer/s or his Deputy, in his absence, of the Institute.
6. Physical Standards and Qualifications:  
The employees of the Contractor shall be of Good character and of sound health.

**Security Guards (Male / Female):**

Age : Preferably not more than 45 years in case of Ex Serviceman and not more than 40 years in case of civil guards.

Character : Good

Education Qualifications: 10<sup>th</sup> Pass.

Physical Standards : Gents Guard - Height 5 ft 6 inches minimum and physically fit.  
Ladies Guard - Height 5 ft 2 inches minimum and physically fit.

7. The Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less Communication equipment.
8. All Guards & Supervisor should have working knowledge of English language.
9. The Contractor shall provide the details of the staff, proposed to be deployed viz., their name, father's name, DOB, residential address, Telephone number, Educational Qualification, recent passport size photograph in the form of a data base in both hard & soft form and also provide a local police clearance certificate. Police verification is mandatory in respect of all guards employed. The same shall be submitted to Institute Administration.
10. The Contractor shall maintain an Occurrence Book which will be made available to the supervisory staff of the Institute.
11. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute, to ascertain their suitability and skills. The person deployed at the Institute shall be at the discretion of the Institute. Before deploying a person in the Institute the Contractor shall furnish complete particulars and obtain approval of the designated officer of the Institute.
12. Institute reserves the right to ask and require the Contractor to remove any person deployed by the Contractor, without assigning any reason/ notice.
13. The Contractor shall deploy trained manpower. The Contractor shall also undertake at its own expense in consultation with the Institute, a Continual updating of skills and processes and procedure to be followed by the Security Staff provided to the Institute by organizing suitable training schedules for them. The Contractor shall also provide a tentative schedule /plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Contractor.
14. The manpower supplied by the Contractor shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the Institute. In case of an outbreak of fire they should be able to undertake fire fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Contractor's arrangements and expense.
15. The Security Guards and Security Supervisors shall be normally required to work in three shifts basis as required. No Security Guard/Supervisor will be allowed to perform double duty /continuous basis unless authorized by the Officer/s of the Institute. Weekly off is mandatory for all as per labour laws.

16. The Contractor shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the Officer/s of the Institute. The Contractor should supply Guard check Books to all guards post wise at its own cost.
17. A record of every lapse small or big will be maintained by the Institute Authorities. The Contractor shall nominate one "Field Officer" experienced in the field of security for taking care of queries/matters relating to general discipline, incidents, and accidents relating to its employees and also for immediate interaction with the Institute authorities. A monthly meeting with the area Manager will be held for follow-up.
18. That no right, much less a legal right shall vest in the Contractor's staff to claim/have employment or otherwise seek absorption in the Institute nor the Contractor's staff shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The staff will remain the employees of the Contractor and this shall be solely the responsibility of the Contractor to make it clear to their staff before deputing on work at IISER Pune campus.

### **9. Scope of Work**

The Contractor shall provide Security manpower to the Institute at IISER Pune campus deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security manpower services of the contractor are enumerated with important but non exhaustive list as below:-

1. Protection of property and personnel (faculty, staff, students, official visitors and residents) of the Institute against willful harm; It includes all the Gates, Academic Areas, Activities Area, Hostels, Guest Houses, Research Labs, Play grounds, Community Centers, Commercial Centers and Hospital etc. of the Institute.
2. Protection of property, cash, documents and personnel of the Institute. Also in transit when so specified.
3. Protection of office property and materials against loss, damage, theft, misappropriation, pilferage, fire etc. Protect property/cash/documents of the Institute against burglary (where loss is due to entry after breaking the any entry lock/ door/window/grill).
4. Regulate access control at gates, prevent miss-use of the Institute grounds and facilities by outsiders, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the Institute premises, and prevent vandalism. Ensure proper & timely reporting of violations to designated officer of the Institute.
5. Prevent loss on account of lapse in "access control measures" at Gates of the Institute premises.
6. Undertake fire fighting operations with provided equipment.
7. Regulate parking of vehicles in designated areas of Institute premises.
8. Provide security during official, social and religious functions of the Institute.
9. Conduct security audits/surveys/investigations/consultancies as per requirements.
10. Conduct periodic training of security guards of its own and Institute personnel.
11. Adhere to the Standard Operating Procedures (SOPs) given by the Institute which may be modified from time to time by the Director or his nominee.
12. Investigation of thefts, accidents or any other matter required from time to time.
13. Carry out any other job assigned by the Director or his nominee in the interest of security of Institute.

### **10. Liabilities and Penalties**

The Contractor shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to Institute as stated herein:

1. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of contract within the stipulated period after the issue of allotment letter for every week or part thereof for the delay in the commencement of the contract.
2. Payment of wages made by Institute to Contractor shall be disbursed by Contractor to its concerned staff on or before last working day of the respective month. Any delay beyond this limit in disbursement of salary will invite Contractor to pay penalty of Rs 2000/- per day.
3. In case the Contractor fails to make timely payments to its employees, or any employee of the Contractor reports to the Institute regarding non- payment of dues, as per wages agreed by Institute as principle employer, the Institute on being satisfied of the complaint shall pay the employees of the Contractor directly and suitable deductions shall be made from the amount to be paid to the Contractor and the contract shall be terminated.
4. The Contractor is under obligation to submit PF, ESI and challans/receipts of the previous month before 24th of next month to the Institute for verification & records separately for its staff deployed at the Institute. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective PF, ESI and monthly challan by the Contractor. Failing to submit the challan as stated, penal deduction of Rs. 3000/- per day will be levied on contractor and administrative charges will be withheld if contractor defaults on above aspect consecutively for two months and written notice shall be given to the contractor for termination of contract.
5. None of the employees of the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise. The Contractor should not put its employees in different shifts at other locations other than the Institute premises. In case of any violations of this the contractor shall be penalized by imposing a fine of Rs 5,000/- per employee per incidence.
6. In case any staff deployed by the contractor found sleeping on duty contractor shall be penalized by imposing a fine equal to one day billing of that staff.
7. The Contractor and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company, any effects or assets of the Institute under its control.
8. In event of any loss being caused to the Institute that is prime-facie on account of the negligence and/or dereliction of duties by the Contractor or its staff, a Joint Committee comprising of a representative of the Institute and Contractor shall determine whether the loss is on account of unsatisfactory performance of the Contractor and in that case it will also determine the compensation to be paid to the Institute by the Contractor. The recommendations of the Joint committee will subject to the approval of the Institute Director or his nominee.
9. The liabilities up to Rs. 1 lakh will be met by the Contractor and for the liabilities more than Rs. 1 lakh Contractor may make good such a loss through an insurance cover, which would specifically enable payment of compensation to Institute for the losses suffered due to negligence or poor performance by the Contractor, and the compensation will be as per Insurance rules. Alternatively, it should be covered by the Contractor itself.
10. However, the Contractor will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods etc.
11. The Contractor shall not be allowed to change its name and style after the award of the contract.
12. Last Payment: The last payment of the Contractor will be cleared only after ascertaining that no liabilities are pending.

**11. Jurisdiction**

This agreement is subject to Pune Jurisdiction, In case of any dispute, only Pune Courts will have jurisdiction.

**12. Termination:**

- 1 On giving one month notice by the Institute. **OR**
- 2 On the expiry of the contract, without any notice. **OR**
- 3 On giving one month notice by the Institute at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. **OR**
- 4 On contractor being declared insolvent by the competent Court of Law without any notice. **OR**
- 5 On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party, without any notice.

Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

In case of termination of contract on the grounds mentioned at Sr. No 3 above **OR** in case of contractor decides to conclude the contract before the expiry of twelve months' contract period, the contractor shall forfeit the Bank guarantee held with the Institute and the contractor shall not have any claim/right against the Institute in satisfaction of this condition.

**(Authorized Signatory)**

**Name:**

Indian Institute of Science  
Education and Research, Pune  
PARTY OF THE FIRST PART-  
INSTITUTE

**(Authorized Signatory)**

**Name:**

M/s \_\_\_\_\_  
PARTY OF THE SECOND PART-  
CONTRACTOR

WITNESS

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

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\_\_\_\_\_