

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER), PUNE 900, NCL Innovation Park, Dr. Homi Bhabha Road. Pune -411008

Website: <u>www.iiserpune.ac.in</u>

Advt. No.: Advt.No. 12/2013: IISER-P/Admin/07.06.2013

TENDER FOR SECURITY SERVICES

Sealed tenders are invited for the Security Service at IISER Pune for one year (extendable based on satisfactory performance). Estimated number of guards required is about 130. Agencies registered under Director General Resettlement (DGR) for Security Services OR registered under Private Security Agencies (Regulation) Act. whose annual turnover is Rs. 1 Core at least in the security business for each of the last 3 financial years and should have an experience of at least 3 years in Central Government Organizations /Autonomous Bodies/ Academic Institutions of National importance.

The tender document can be downloaded from institute website www.iiserpune.ac.in. Tender document fee of Rs. 1000/- (non-refundable) in the form of DD in favour of "Director, IISER Pune" may be enclosed with the technical bid. For further details, terms and conditions please visit our website www.iiserpune.ac.in. Institute reserve the right to reject only or all the tenders or accept them in part or reject the lowest tender without assigning any reason thereof. Last date for submitting the tender is 28-06-2013 by 03.00 p.m.. The tender will be opened on same day at 04:30 p.m.. in IISER office at 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pune: 411 008.

Institute authorities reserve the right to relax or tighten the conditions/norms given in the tender documents.

REGISTRAR



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER), PUNE 900, NCL Innovation Park, Dr. Homi Bhabha Road. Pune -411008

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TENDER NOTICE

Sealed tenders are invited from Professional Security Agencies capable of providing Supervisors & trained security Guards. The agency should be fulfilling following criteria:

1. CONDITIONS

- A. Security Agency must be registered under Director General Resettlement (Defense) OR under Private Security Agencies (Regulation) Act.
- B. Minimum 3 years experience in Central Government organizations /Autonomous Bodies/ Academic Institutions of National importance.
- C. The Security Agency should be having valid ESI, EPF Code, Income Tax Account No, Service Tax Nos, and TAN (TDS Account Number) (Relevant supporting documents to be enclosed).
- D. The Company should have an annual turnover of Rs. **1** Crore at least in the security business for each of the last **3** financial years. Relevant supporting documents to be enclosed duly certified by the Chartered Accountant.
- E. The Company should possess adequate experience of Guarding and handling Electronic/Non-electronic gadgets, viz CCTV, Access Control and Basic Crowd Control Devices duly certified by the clients.
- F. The Company should be capable of providing adequate trained and valid licensed Armed Guards.
- G. The Company besides providing Security Services should be capable to monitor and control Traffic, Safety, and Parking & Trespassing.
- H. Company should provide a **Security**/ **Bank Guarantee equivalent of one month wage bill** valid during the period of the contract which will be
 renewed from time to time as per further renewals of the contract.
- I. The company should also have its own training facility for training their personnel deployed.
- J. Current work order of minimum 150 staff with any central/State government organization. Relevant documents to be enclosed.
- K. Security Agency should have competent accountant in their account section for proper disbursement of salary.

- L. Payment made by Principle Employer to security agency shall be disbursed to concerned security guard on the last working day of the month. Any delay beyond this limit or any discrepancies in disbursement of salary will invite security agency to pay 1% penal interest per day on the total amount paid by Principle employer.
- M. The respective challans of PF, ESIC, SERVICE TAX and other necessary documents should be submitted to IISER Pune every month along with invoice generated for next month. Non deposit of required challan will invite with holding of respective head payment.
- N. The number of security guards can increase or decrease as per the institutes' requirement from time to time.

GENERAL TERMS AND CONDITIONS FOR TENDER:

- AGENCIES not meeting above conditions need not apply.
- The tender document can be downloaded from institute website <u>www.iiserpune.ac.in</u>. Tender document fee of Rs. 1000/- (non- refundable) in the form of DD in favour of "Director, IISER Pune" to be enclosed with the technical bid.
- The Tender document comprises two parts; (I) <u>Technical bid</u> (II) <u>Price /</u>
 <u>Commercial bid</u> for providing security and associated services.
- The tenderer should quote in figures as well as in words the rate and amount tendered by them in the Price / Commercial bid.
- When the tenderer signs a tender in Indian language, the total amount tendered should also be written in the same language.
- The tenders in the prescribed form duly completed, technical bid in sealed envelope No: 1 duly marked as "Technical Bid".
- Earnest money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft in favour of "Director, IISER Pune" payable at Pune to be submitted along with technical bid in a separate envelope marked as "Earnest Money Deposit". Bids received without EMD and tender fee will be rejected.
- Tender fee and EMD must be attached to the Technical Bid only and not to the commercial bid.
- Financial bid in envelop No: 2 duly marked as "Price / Commercial bid".
- All two envelope duly sealed & signed, shall be received in the office of The Registrar, IISER Pune up to 03.00 p.m. on June 28, 2013.

- At the first stage, the <u>Technical Bids shall be opened in the presence of tenderers, who may like to be present on June 28, 2013 at 04.30 p.m.</u>
- Pre-bid meeting will be held on June 14, 2013 at 02.30 p.m. at IISER, 900,
 NCL Innovation Park, Dr. Homi Bhabha Road, Pune: 411 008 to resolve the queries of the potential bidders.
- The date and time of opening of Commercial Bids shall be intimated later. The commercial bids of only those tenderers will be opened who are declared qualified by the Technical Committee.
- Only successful tenderers, on the basis of the Technical Bid and inspection of establishment concerned or otherwise by assessing the suitability, as deemed fit by the Technical Committee, shall be called at the time of opening of Commercial Bid.
- 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.
- Tenders with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money deposit submitted with the tender will be forfeited.
- IISER Pune reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of IISER Pune in this respect shall be final.
- For any dispute, the place of jurisdiction shall be Pune, India only.



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TECHNICAL BID

- 1. Tenders are to be submitted strictly in the prescribed format along with supporting documents.
- Along with the tender form the Agency should produce the following up to date clearance certificates. If the tenderer fails to produce/submit copies of the below mentioned documents, his tender may be summarily rejected.
 - ➤ Directorate General of Resettlement registration certificate OR certificate of registration issued under Private Security Agencies (Regulation) Act.
 - > PF Registration Certificate
 - ESI Registration Certificate
 - Duly acknowledged copy of Income Tax return filed during the Previous financial year
 - > PAN Number and TIN (Tax Identification No.)
 - Service Tax Number and duly acknowledged copy of Service Tax return filed during the previous financial year
 - ➤ License under Contract Labor Act 1970, if any
 - > TAN (TDS Account Number)
- 3. The Agency shall furnish details of any legal suit/ legal action pending especially with regard to any violation in the PF Act, ESI Act, Labor Laws, Income Tax, and Service Tax etc.
- 4. The tenderer should currently be providing trained security guard per shift of 8 hours. Week-off is mandatory as per labour laws.
- 5. The Agency should also show demonstrable capacity and ability to provide adequate manpower of trained security guards at a very short notice (within 24 hours). In this connection, the Agency should furnish documents or evidence of having provided trained security guards to its other clients at short notices.
- The Security Guards and Ex-Serviceman security guards should be paid as per minimum wages notified by ministry of Labor & Employment, Government of India.
- 7. Form 'A' and 'B' may be duly filled and submitted by the tenderer and shall form a part of the Technical Bid.

Form-A



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, पुणे

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(To be put in Technical bid envelope No: 1 in a separate sealed envelope marked as EARNEST MONEY)

Details of Earnest Money

Bank Draft No.	:	
Name of Bank	:	
Dated	:	
Amount	:	
In favor of	:	
Payable at	:	
		Signature of the Contractor or his authorized signatory with Seal of the Agency/Company.
Date:		



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(To be put in a separate sealed envelope No: 1, marked TECHNICAL BID)

Questionnaire to be filled by the Company / Agency applying for tender for Security Contract at IISER Pune (each response/document must be given with proper reference in the following tender document)

1.	Name of the Company/Agency (Full address with Tel. No.)	:
2.	Registration No. of the Company/ Agency	:
3.	Details of any tie-ups (please attach details)	:
1.	Whether Registered with Labor Deptt. of Maharashtra Govt.	:
5.	ESI No (Attach Copy of Registration)	:
5.	EPF No(Attach copy of Registration)	:
7.	Service tax No	:
3.	Income Tax No. (Please attach attested copies of Registration Nos)	:
€.	Financial Status of the Bidder including Annual report of past 3 years duly authenticated by Chartered Accountant	
10.	Total Annual Turnover.(The Agency should have an annual turnover of Rs. 1 Crore at least for each of the last 3 years in the security business)	:
11.	Experience in security business (Please attach list of major clients with proofs refer Annexure-II below)	:
12.	Current list of clients	:

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

Annexure-II of Form B

Format for information to be provided at S. No.11 of Form 'B'

DETAILS OF CLIENTS AND STAFF DEPLOYED

Name & Address of Client	Period	No. of Ex- Servicemen Supervisors	No. of EXSM Guards	No. of Guards per shift	Remarks

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



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Price / Commercial Bid

ADMINISTRATIVE CHARGES ARE TO BE QUOTED.

Supply of Security Guards as per the tender. Only administrative charges are to be quoted. Institute shall bear the liability of Service Tax and other statutory charges as applicable from time to time on the bills payable by the Institute. TDS will be recovered as per the prevailing rate on gross billed amount.

RATES:	-	ADMINISTRATIVE	CHARGES	%	age	(In	words
)	of monthly CTC of er	mployee	S.		
			SIGNATURE				
DATE	:		OR HIS AUTH ADDRES	. •			
				AGENC	//FIRN	1	



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TERMS AND CONDITIONS

- 1. The contractor will submit wage bill as per details/table given below :
 - a. Name of the company
 - b. Annual contract for the Security Services
 - c. Authority No. & Date
 - d. Date of commencement of the contract

e. Wage Bill for the month	
f. Bill No.	& Date

SI No	Name of worke r	Empl. Code No.	EPF No.	ESI No.	@ Basic /Minimum Wages	Days	Wages	Emplo	oyee's	Carry Home Salary	Emj	oloyer'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
Att	endant												
1	XYZ	3519	2540	123	2520	31	2520	302	44	2174	302	41	120

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. The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this Institution is complete and no person has been left and no supplementary bill will be submitted thereafter.
- III. No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
- IV. A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/ESI etc. payment to the concerned Department will be submitted to this Institution along with the bill for wages for the next month.
- 2. The Company/ 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 whilst performing the duty.

- 3. The Company/ Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Company/Agency 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 or any other designated by the Director, IISER Pune. The Company shall issue necessary instructions to its employees to act upon the instructions given by the Supervisory staff of the Institute.
- 4. The Company/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 the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute under its control.
- 5. In the event of any loss being caused to the Institute on account of negligence/ dereliction of duties by the Company/ Agency or Company/ Agency's employee that shall be established after a joint inquiry comprising of the representatives of the Institute and the Company, the Institute should get the same compensated from the Company. The company may have a Public Liability Insurance Policy Cover.
- 6. The Company 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.
- 7. The Company shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
- 8. The Company shall take day to day instructions from the Officer/s or his Deputy, in his absence, of the Institute.
- 9. The Company shall provide replacement in case the employee of the Company is proceeding on leave. This will be at no additional expense to the Institute. In case of any absence the Company/Agency shall be penalized by Imposing a fine of Rs.500/- per Guard/Supervisor per day, if the absence is not fulfilled.
- 10. None of the employees of the Company shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty as stipulated in clause (9) of the above terms and conditions shall be imposed. The employees should not be put in different shifts at other locations & they should not be employed by other agencies to do so also.
- 11. Physical Standards and Qualifications: The employees of the Company/Agency shall be of Good character and of sound health.

a. Security Guard:

Age : Not more than 50 years in case of

Ex Serviceman.

Character : Good

Education Qualifications : Army first class or matriculate in case of

Ex- Serviceman.

Physical Standards : Height 5 ft 7 inches minimum. (Except hill

tribes.) & physically fit

b. Supervisors:

Age : Not more than 55 yrs in case of Ex-

Serviceman.

Character : Exemplary in case of Ex serviceman. Education Qualifications : JCO rank in case of Ex-Serviceman.

12. In addition, the Institute will have liberty to increase/decrease the total number of Guards by giving at least one week's notice to the Company/ Agency.

- 13. It would be desirable that the Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less Communication equipment.
- 14. All Guards & Supervisors should have working knowledge of ENGLISH.
- 15. The Company/ Agency shall provide the details of the staff, proposed to be deployed viz., their name, father's name, DOB, residential address, Telephone number, recent passport size photograph in form of a data base in both hard & soft form and also provide a local police clearance certificate.
- 16. The Company /Agency shall maintain an Occurrence Book which will be made available to the supervisory staff of the Institute.
- 17. In the event of revision of wage rates by applicable authority at any time, the same will be accordingly revised. The 'Onus' for producing the copy of the relevant notification will be of the Agency.
- 18. Company/Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, BONUS Income Tax, Service 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 Company/Agency, and it shall not involve the Institute in any way what-so-ever.

- 19. The manpower proposed to be deployed by the Company /Agency shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a person in the Institute the Company/Agency shall furnish complete particulars and obtain written approval of the designated officer of the Institute on a Performa to be collected from Security Officer, IISER Pune.
- 20. Institute reserves the right to ask and require the Company/ Agency to remove any person deployed by the Company /Agency, without assigning any reason/ notice.
- 21. The Company/Agency shall supply trained manpower. The Company/Agency 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 Company/Agency 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 Company /Agency. The Company/Agency will also include the training and updating skills of permanent security staff of Institute in consultation with the Officer/s of the Institute at no additional expense to the Institute. The Institute agrees to provide Space/Lecture Hall for such training Program . The manpower supplied by the Company/Agency 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 Company/ Agency's arrangements and expense.
- 22. Duration of the contract shall be 1 year 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 three MONTHS by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by either side. A record of every lapse small or big to be maintained by the Institute Authorities & a weekly meeting of the representative of the Company i.e. Chief Security Officer / Security Officer will be held and minutes of the same recorded for compliance. A monthly meeting with the Agency/Companies Field Officer to be held for follow-ups
- 23. The Company/Agency shall in no case pay its employees less than the minimum wages per month as applicable plus applicable allowances. The payment should be made by cheque / bank deposit and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Company /Agency fails to make timely payments to its employees, or any employee of the Company /Agency reports to the Institute regarding non- payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Company/ Agency directly and suitable deductions shall be made from the amount to be paid to the Company/Agency. Reputation of such incident would invite security agency for 1% Page 13 of 21

- penal charge on the amount due. In case of ESI, EPF, Service Tax and Bonus the Company/Agency shall produce original challans /receipts to the Institute for verification & records.
- 24. The Company/ Agency shall supply uniforms (all weather) with Name plates to the persons engaged by it. The Institute shall not allow any employee of the Company/Agency to work inside the Institute without uniform except in cases Where-in specifically asked for. If during the period of contract the uniform is torn, it shall be the responsibility of the Company/ Agency to supply another uniform to the persons and ensure that the persons wear uniform while they are on duty in the Institute. The Company /Agency shall get the identity card of each employee counter signed by the Security Officer of the Institute.
- 25. The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. No Security Guard/Supervisor will be allowed to perform double duty /continuous basis unless authorized by the Officer/s of the Institute. Reference is invited to Sr. No. 10 of Terms and conditions in this regard also. No employee of the Company/Agency shall work for more than 27 days in a month or as specified by Labor Laws. Weekly off is mandatory for all as per labour laws
- 26. The Company shall <u>deposit an amount of Rs. 50,000 as Security deposit</u> with the Institute for the entire duration of the contract. Also, Company should provide a **Security/ Bank Guarantee equivalent of one month wage bill** valid during the contract period which will be renewed from time to time as per further renewals of the contract. This may be used in case Company/Agency fails to pay its labor force or any other default.
- 27. The Company/ Agency will get all the staff on its roll at IISER, verified of their Antecedents through Maharashtra Police and a certificate to this effect be furnished by the Company/Agency to the Institute within 3 months of initial deployment. The Company/Agency should maintain proper record/documents of the same. These documents are required to be produced to the Institute whenever required.
- 28. The Company shall have proper standard and procedures of recruitment and training. The company will provide a copy of Training Manual for inspection to IISER authorities.
- 29. The Company 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 Officers.
- 30. Within 30 days from the date of issue of the award of contract, Company/Agency will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to Administration Section

- 31. The Company /Agency shall employ & post one "Field Officer" experienced in the field of security at the Institute premises at its own cost for taking care of queries/matters relating to general discipline, incidents, accidents relating to the company and its employees and also for immediate interaction with the Institute authorities.
- 32. That no right, much less a legal right shall vest in the Company/Agency's workers to claim/have employment or otherwise seek absorption in the Institute nor the Company /Agency's workers 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 workers will remain the employees of the Company/Agency and this should be solely the responsibility of the Company/Agency to make it clear to their workers before deputing on work at the Institute.
- 33. The Company shall not be allowed to change its name and style after the award of the contract.
- 34. Any legal disputes will be subject to jurisdiction of Pune Courts.
- 35. Uniform and other accessories as furnished below will be provided by Security Agency free of cost to individual.

Particular	Nos	Life Period
Stripe Blue Shirt full sleeves and	2 sets each to	1 year
Navy Blue colour Trouser	individual	1 year
Black Shoe	1 pair.	1 year
Black Shocks	2 pair.	1 year
Monkey cap / Commando cap	1 Nos.	1 year
P-Cap for Supervisor	1 Nos.	1 year
Black leather belt with steal buckles	1 Nos.	1 year
Rain coat (Blue Colour)	1 Nos.	1 year
Salwar Suit Blue Colour	2 sets for lady	1 year
Salwai Suit Bide Colodi	guard	1 year
Black Sandal	1 Nos.	1 year
	1 nos to each	
Wooden Baton	individual	1 year
	guard	

PAYMENT TERMS:

SR.NO	ACTIVITY	WHO	TURNAROUND TIME
1.	Raising of Attendance to IISER, Pune	Agency	20 th of every month
2.	Verification of Attendance	IISER Pune	22 nd of every month
3.	Raising of Invoice to IISER Pune	Agency	24 th of every month
4.	Release of Payment	IISER Pune	28 th of every month
5.	Salary Disbursal	Agency	Salary should come to individual a/c on last working day of every month

NOTE:- Any delay beyond this limit or any discrepancies in disbursement of salary will invite security agency to pay 1 % penal interest per day on the total amount paid by the Principle Employer.

LIST OF ADDITIONAL CONDITIONS/ AMPLIFICATIONS

Scope of Work

- 1. The Company shall provide Security to the Institute deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the company are enumerated with important but non exhaustive list as below:-
- 2. Protection of property and personnel (faculty, staff, students, official visitors and residents) of the Institute against willful harm; the Institute meaning All Gates, Academic Areas, Activities Area, Hostels ,Guest Houses, R&CA areas, Play grounds, Community Centers, Commercial Centers and Hospital etc. all within the boundary of IISER campus.
- 3. Protection of property and personnel of the Institute also in transit when so specified.
- 4. Protection of cash and documents, when so specified in transit.
- 5. Protect property/cash/documents of Institute against burglary (where loss is due to entry after breaking the any entry lock/ door/window/grill).
- 6. Regulate access control at gates, prevent miss-use of. IISER grounds and facilities by outsiders, neighboring areas, preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the Institute Campus, prevent vandalism, breaking of twigs/ trees throwing of garbage /littering and ensuring cleanliness. Ensure proper & timely reporting of violations to supervisors.
- 7. Prevent loss that is on account of lapse in "access control measures" at Gates of the Institute.
- 8. Undertake fire fighting operations with provided equipment.
- 9. Prevent trespass in specified areas/offices in the Institute.
- 10. Regulate parking of vehicles in designated areas of the Institute.
- 11. Provide security during official, social and religious functions inside the IISER Campus.
- 12. Conduct security audits/surveys/investigations/consultancies as per requirements.

- 13. Conduct periodic training of security guards of its own and Institute personnel.
- 14. Provide security for specific functions within the Institute.
- 15. Adhere to the Standard Operating Procedures (SOPs) given by the Director or his nominee which may be modified from time to time by the Director or his nominee.
- 16. The company should have an insurance cover from Insurance Company for public liabilities and thefts.
- 17. The company should have an investigation cell to carry out investigation of thefts, accidents or any other matter required from time to time.
- 18. The company should be able to provide extra security guards at days notice.
- 19. Carry out Any other job assigned by the Director or his nominee in interest of Security of Institute

Liabilities and Penalties

The Company 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:

- The Company 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 and not knowingly lend to any person or Company, any effects or assets of the Institute under its control.
- 2. 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 Company or its staff, a Joint Committee comprising of a representative of the Institute and Company shall determine whether the loss is on account of Unsatisfactory performance of the Company and in that case it will also determine the compensation to be paid to the Institute by the Company. The recommendations of the Joint committee will subject to the approval of the Director IISER Pune or his nominee.
- 3. The liabilities up to Rs.1 lakh will be met by the Company for the liabilities more than Rs. 1 lakh Company may make good such a loss through an insurance cover if it has one, which would specifically enable payment of compensation to IISER Pune for the losses suffered due to negligence or poor performance by the Company, and the compensation will be as per Insurance rules. Alternatively it should be covered by the Company itself.
- 4. However the Company will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods etc.
- 5. IISER Pune premise is NO SMOKING ZONE. No Security Staff of the company should be found Smoking, eating pan, gutka or intoxicants / drugs. Arbitration any disputes arising out of and in relation to this agreement can by mutual consent be referred to arbitration by a sole arbitrator, acceptable to both the parities i.e. the Company and the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act 1996. Any legal dispute will be subject to jurisdiction of Pune Courts and no other Court shall have the jurisdiction.

Last Payment: The last payment of the Company will be cleared only after Obtaining clearance of any liabilities not.

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ACCEPTANCE CERTIFICATE
(To be submitted along with technical bid)

l	(Designation) of
(Name of the Comp	pany)
	derstood and hereby accept the terms and conditions of the tender ntract of IISER Pune
	Signature of Authorized Signatory Company Seal / Stamp
Date:	
Place:	
	Counter Signatures of the Registrar, IISER Pune

(To be furnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public) (To be submitted along with technical bid)

AFFIDAVIT

I/We	(Name)	_
Contractor/Par	r/Sole Proprietor (strike out which is not applicable of (Firm	1)
	do hereby solemnly affirm and declare that th	е
individual/firm/d	npanies are not black listed by any Government Department or a	n
autonomous bo	· •	
DATE, THE	lay of 2013	
	DEPONENT	
	ADDRESS	
		
	VERIFICATION	
Verified that th	content of above affidavit is true and correct to the best of my/ou	ır
knowledge and	elief. No part of it is false and nothing has been kept concealed ther	е
from.		
DATE, THE	lay of 2013	
	DEDONENT	
	DEPONENT	