



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

(An Autonomous Institute under Ministry of Education, Govt. of India)

Address : Srinivasapuram, Jangalapalli Village, Panguru (G.P),

Yerpedu (M), Tirupati (Dist), Andhra Pradesh – 517619,

TENDER DOCUMENT

FOR

SECURITY MANPOWER SERVICES

Tender No: /2024

IISERT/Admin_Security/04/10/2024



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TECHNICAL BID

Tender For Security Manpower Services

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE

OF THE TENDERING AGENCY / FIRM / COMPANY

Ref.: Advertisement for Tender in the **GeM Portal** dated 23 Sep 2024 in connection with providing Security Manpower Services **in IISER Tirupati** on contract basis in the shape of manpower for various types of services/duties as per **Annexure-1**.

Sr.	Particulars	Details
1	Name of the agency / firm / company	
2	Address of the Office of the agency / firm / company Land Line No Mobile No Email	
3	Website/ URL of the agency (all the Institute requirements must be placed on the agencies website for wider publicity)	
4	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Submitted / Not Submitted
5	Name, designation, and details of contact person. Local office address (Tirupati or nearby (within the vicinity of 100 kms) .	



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6	Month and Year of commencement of manpower supply business.	
7	<p>Statutory details of agency / firm / company (Relevant Photocopies to be submitted):</p> <p>1] Registration number of the firm. (Issued under Shops and Establishment Act, Andhra Pradesh).</p> <p>2] In case of company, registration number issued by Registrar of Companies.</p> <p>3] Valid License for Tirupati issued by Andhra Pradesh Government under Private Security Agency Regulation Act(PSARA).</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 Andhra Pradesh.</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>
8	<p>Agency / firm / company should have an annual turnover of at least Rs. 10 crore in the security manpower providing business alone in each of the previous three financial years.</p> <p>Relevant supporting documents w.r.t security manpower business duly certified by the Chartered Accountant must be submitted (In case Balance sheet is combined for other business activities then separate CA certificate is must for Security manpower business</p>	<p>Financial Year - 2023-2024 : Rs._____</p> <p>Financial Year - 2022-2023 : Rs._____</p> <p>Financial Year - 2021-2022 : Rs._____</p>



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	<p>turnover). Bid submitted with out a clear and separate balance sheet for security services will be summarily rejected.</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>	Submitted / Not Submitted
9	<p>Agency / firm / company should have provided at least 100 security personnel in a single contract at single site location to any Central / State Government Organizations / Government funded Autonomous Bodies/ Government Academic Institutions for a continuous period of 3 years (with out any breaks) during the last five financial years as on closing date of 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 a minimum period of 3 years with 100 or more security personnel being 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 (Annexure-8) and agreement which must clearly give full details about contract period, category of staff provided and its number.</p>	<p>Yes / No</p> <p>Submitted / Not Submitted</p> <p>Submitted / Not Submitted</p>
10	<p>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</p>	Submitted / Not Submitted / Not Applicable



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	submitted on letter head (tenders signed with out proper authorization will be summarily rejected).	
11	Submit details regarding financial resources, fixed and movable assets on letter head.	Submitted / Not Submitted
12	Submit affidavit in the prescribed format (Annexure – 2) on non-judicial stamp paper of Rs 100/- duly attested by a Magistrate/ Notary Public.	Submitted / Not Submitted
13	Submit unconditional acceptance of the tender terms and conditions on a letter head in the prescribed format given at (Annexure – 3).	Submitted / Not Submitted
14	Sign all the pages of the tender document and draft agreement.	Yes/No
15	Details of the earnest money deposit (EMD) submitted.	DD No._____ dated_____ for Rs. 15,00,000/- (Rupees Fifteen Lakh Only) drawn on (name of the Bank) _____ in favour of Director, IISER Tirupati payable at Tirupati. (To be enclosed with the Technical Bid)
16	Submit Bid Securing Declaration form placed under (Annexure-5).	Submitted/Not Submitted
17	Submit No Relationship Certificate from placed under (Annexure – 6).	Submitted/Not Submitted
18	Any other information relevant to the tender	

Place: _____

Date: _____

Signature of Tenderer

Name, Address with
rubber stamp

(Please note that all requisite documents uploaded by the tenderers should be legible and avoid uploading of unwanted/unnecessary documents. If the up loaded documents are illegible then the tender will be summarily rejected).



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I. TERMS AND CONDITIONS OF TENDER :

- The Tender document comprises two parts; (I) Technical bid and (II) Price bid
 - At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, legible documentary evidences submitted, tender terms & conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid together shall be disqualified. **Administrative charges to be quoted only in the excel sheet on GeM portal and submit accordingly**
 - Bidders technically disqualified shall be intimated via email only.
- 1. The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quote charges below 3.85%, the bid will 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 who with highest average annual turnover of last three years work based on the certificate of experience submitted along with tender and performance record at other sites. In the event of tie in terms of turnover, the work shall be awarded to the tenderer who has deployed highest no of security personnel in last 3(three) years.**
- The tender is not transferable under any circumstances. In case of any subcontracting the Institute shall reserve the right to terminate the contract, blacklist the agency and forfeit the Bank Guarantee submitted.
 - 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 Tirupati shall not be considered and will be summarily rejected.
- 2. NAME OF CONTRACT:-** Contract for providing Security Manpower Services.
- 3. 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



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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.

4. NOTICE AND COMMENCEMENT OF WORK : The contractor shall commence the services within fifteen (15) days of receipt of LOI/GeM Contract authorizing him to provide security manpower in IISER Tirupati and terms and conditions of the Bid Document will act as binding till the signing of the contract. No correspondence for extension of time for starting services shall be entertained.

5. SCOPE OF WORK:- Providing Security personnel to IISER Tirupati 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 Tirupati 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 Tirupati 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 IISER Tirupati.
- Protection of property, cash, documents and personnel of IISER Tirupati. 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 Tirupati 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 Tirupati grounds and facilities by outsiders, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the IISER Tirupati campus and prevent vandalism. Ensure proper & timely reporting of violations to IISER Tirupati authorities.
- Prevent loss on account of lapse in "access control measures" at Gates of the IISER Tirupati.
- Undertake fire fighting operations with provided equipment.
- Regulate parking of vehicles in designated areas of the IISER Tirupati.



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- Provide security during official, social and religious functions of the IISER Tirupati.
- 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 Tirupati 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 Tirupati.

6. EARNEST MONEY DEPOSIT:

6.1. The bids shall be accompanied by an Earnest Money Deposit in the form of Bankers cheque / Demand Draft as per the bid document of GeM amounting Rs. 15,00,000/- (Rupees Fifteen Lakh only). The validity of the earnest money deposit must be up to 3 (three) months starting from the date of submission of the bids. The earnest money deposit shall be in favor of The Director IISER Tirupati.

6.2. The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent, on or before the time of closing of the uploading of the Bids. In the event of non-receipt of the Original EMD before the closing of the uploading of the Bids, the bid shall be rejected/disqualified.

6.3. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFR 2017, should submit bid security declaration with documentary proof thereof along with technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted as detailed in clause 6.9.

6.4. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by IISER Tirupati in respect of any previous work shall be entertained.

6.5. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Institute.

6.6. The bids without EMD/BID Security Declaration shall be summarily rejected.

6.7. No claim shall lie against IISER Tirupati in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit. No interest shall be paid on the earnest money deposit.



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6.8. The bid security (earnest money deposit) may be forfeited: -

- If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- In case of successful bidder, if the bidder: -
- Fails to sign the contract in accordance with the terms of the bid document. Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
- Fails or refuses to honor his own quoted prices for the services or part thereof. In such case, the bidder is also liable to be debarred from future tendering.

6.9 Relaxation to MSME/STARTUP Firms: EMD & Tender fee are exempted for MSE/MSME/ STARTUP firms. However, bidders have to submit “Bid Security Declaration” as per Annexure–5 duly signed in lieu of EMD.

7. As Manpower services are vital for the smooth functioning of the Institute and for the ease of administration of the IISER Tirupati, MSE/MSME/STARTUP firms are not exempted from prior turnover and prior experience criteria.

8. 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.

9. The agency must be able to deploy persons having knowledge of local language and the agency must have ability to liaison, communicate & correspond with the local Labour Department and State Government Officers.

10. The agency must have an office in Tirupati and must deploy one dedicated manpower at site for ease of administrative or statutory requirements like timely submission of EPF, ESI, GST, PT and other statutory deduction receipts. The manpower deployed must be able to issue bonafide certificates/pay slips / address issues faced by the deployed manpower at the site. An undertaking letter in this regard is to be submitted.

11. The agency should have an active and running website which shall be used for hosting of the Institute requirements and for wider publicity. 12. The agency shall bear the cost towards advertisement in various newspaper(s) and publicity of advertisements for manpower positions, as per the requirement of IISER Tirupati.

12. The agency shall bear the cost towards advertisement in various newspaper(s) and publicity of advertisements for manpower positions, as per the requirement of IISER Tirupati.



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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 deduction of TDS @ 2% & TDS on GST @ 2% or as per applicability, expenditure towards uniforms, shoes, identity card, verification of character & antecedents and all the statutory charges relating to this contract etc.
5. 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. Any such complaints received from workers deployed at IISER Tirupati shall lead to cancellation of tender and forfeit of the Bank Guarantee.
6. **The bidders are required to quote only ADMINISTRATIVE CHARGES strictly in percentage of monthly gross wages. Tenders received with below 3.85% charges will be REJECTED. The bidders are required to be careful while quoting rate of administrative charges.**
7. **In case two or more tenders have quoted the same administrative charges, work will be awarded to the contractor who has executed contracts of higher values any time in last three years as on the closing date of the tender, based on the certificates of experience, work order and Agreement submitted along with tender. In the event of tie in terms of turnover the work shall be awarded to the tenderer who has deployed highest no of security personnel in last three years.**
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, **failing which penalty @ Rs 500/-per day shall be levied.**
9. The agency must have an office at Tirupati (or) nearby (within a vicinity of 100 kms) for ease of administrative & statutory requirements like timely submission of EPF, ESI, GST, PT and other statutory deduction receipts .



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10. The Contractor should deposit an amount of **Rs 5 Lakhs as security deposit** in the form of Demand Draft drawn in favour of “Director IISER Tirupati” with the Institute for the entire duration of the contract and also submit the **Bank Guarantee equivalent of one month gross wage bill** within 07 days from the date of signing the agreement, valid for 15 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. Also, the Bank Guarantee shall be renewed by the Contractor from time to time if contract is extended, which shall be valid for at least 03 months beyond the contract period.
11. The Director, IISER Tirupati shall have absolute right and authority for the suspension/ revocation of said security deposit and Bank Guarantee in case of breach of any clause of the Agreement by giving prior notice.
12. 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.
13. Penalty @ INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e. on (or) before 05th of every month (or) within three days of credit of salaries, whichever is earlier.
14. Penalty @ INR 1000/- per person per month will be charged from the contractor, if the uniforms & shoes are not given within thirty days of award of the contract. Penalty shall be levied from the day of completion of thirty days.
15. Penalty @ INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc., to the employees within thirty days of award of contract.
16. Penalty @ INR 100/- per person per month will be charged for not submitting the police verification certificate of the employees within thirty days of the award of contract.

Non-compliance of statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.

17. The decision of the Director, IISER Tirupati 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-Tirupati 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



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his outstanding dues or by revocation of any or all parts of the Security Deposit and Bank Guarantee, as he may think proper.

18. During the period of the contract, the contractor shall deploy the 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.
19. The Director, IISER Tirupati 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 they are performing their duties satisfactorily.
20. The manpower deployed by the Contractor for the execution of the contract shall be the employee 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 Tirupati either implicitly or explicitly
21. 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 Tirupati shall be absolved from any such liability at its own level.
22. The Contractor/ Agency shall be responsible for all injuries and accidents to Persons employed by it. For the staff not covered under ESIC Scheme, suitable Medical policy along with Workmen Compensation policy shall be taken by the Contractor equivalent to the amount being paid by the Institute in the monthly wage bill. The policy document shall be submitted by the Contractor within 30 days from the date of commencement of the contract. Failure to provide Medical Policy to the employees shall attract penalty @ Rs 1000/- per day per head after completion of 30 days.
23. 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 Tirupati, it shall terminate the services of such employee(s) on the recommendation of the Officer designated by the Director, IISER Tirupati. The contractor shall issue necessary instructions to it's employees to act upon the instructions given by the Supervisory staff of the IISER Tirupati.
24. 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 Tirupati and shall not knowingly lend to any person or company any of the assets of the IISER Tirupati under its control.



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25. In the event of any loss being caused to the IISER Tirupati on account of negligence/derelection of duties by the Contractor or his employee(s) that shall be established after a joint inquiry comprising of the representatives of IISER Tirupati and the Contractor. IISER Tirupati should get the same compensated from the Contractor. The contractor may have a Public Liability Insurance Policy Cover.
26. 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.
27. The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
28. The Contractor shall take day to day instructions from the Officer/s or his Deputy, in his absence, of IISER Tirupati.
29. None of the employees of the Contractor shall enter into any kind of private work at different locations of the IISER Tirupati during working hours or otherwise. The Contractor should not put its employees in different shifts at other locations other than IISER Tirupati & 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.
30. In addition, IISER Tirupati will have liberty to increase/decrease the total number of security personnel by giving a short notice of 24 hours to the Contractor.
31. 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.
32. All security personnel should have working knowledge of English language.
33. The Contractor /Agency shall maintain an Occurrence Book which will be made available to the supervisory staff of IISER Tirupati.
34. The manpower proposed to be deployed by the Contractor /Agency shall be subject to screening by IISER Tirupati, 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 IISER Tirupati, the Contractor shall furnish complete particulars and obtain approval of the designated officer of IISER Tirupati.
35. IISER Tirupati reserves the right to ask and require the Contractor to remove any person deployed by the Contractor, without assigning any reason and notice.



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36. The Contractor shall deploy trained and well disciplined security personnel. The Contractor shall also carried out frequent trainings for updating of fire fighting life saving skills and processes and procedure to be followed by the security personnel provided to IISER Tirupati by organizing suitable training schedules for them in consultation with IISER Tirupati on it's own cost. 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 Tirupati 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 3 days under contractor's arrangements and expense.
37. The Contractor shall supply free of cost two pairs of uniforms every year(all weather) with shoes, belt, caps and name plates to the persons engaged by it. IISER Tirupati shall not allow any employee of the Contractor to work inside the IISER Tirupati campus without uniform and name plate 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 contractor to supply another uniform to the persons and ensure that the persons wear uniform while they are on duty in the IISER Tirupati campus. The contractor cannot deny supply of uniforms to the deployed staff.
38. All the Security personnel shall be normally required to work in three shifts basis (8 hrs each). No Security personnel will be allowed to perform double duty /continuous basis unless authorized by the Officer/s of IISER Tirupati. Weekly off is mandatory for all personnel as per labour laws.
39. The Contractor/ Agency will get all the staff on its roll deployed at IISER Tirupati campus, verified of their Antecedents through Andhra Pradesh Police and a certificate to this effect be furnished by the Contractor to IISER Tirupati 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 Tirupati whenever required.
40. 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 Tirupati authorities.
41. 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 Tirupati.
42. 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 Tirupati authorities.
43. 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 Tirupati nor the Contractor's staff shall have any right what



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so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of IISER Tirupati. It will be the responsibility of the Contractor to make it clear to their staff before deploying at IISER Tirupati.

44. The Contractor shall not be allowed to change its name and style after the award of the contract.
45. Any legal disputes will be subject to jurisdiction of Tirupati Courts only.
46. **WAGES:** - The Contractor shall pay monthly wages plus statutory charges (EPF/ESI) to all his employees as per the wage rates fixed by IISER Tirupati. Wages will be fixed by IISER Tirupati according to Central/state minimum wages, whichever is higher approved by the Director IISER Tirupati. 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.
47. The contractor shall furnish details to IISER Tirupati 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.
48. 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 Tirupati 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 Tirupati. 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.
49. 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-



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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 0.75%		EPF 12%	EDLI 1%	ESI 3.25%

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

- Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- 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 Tirupati along with the bill for wages for the next month.

50. 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 Tirupati	22 nd of every month
2	Raising of Invoice to Institute	Contractor	24 th of every month
3	Release of Payment	IISER Tirupati	28 th of every month
4	Salary Disbursal	Contractor	Salary should be credited to individual SBI a/c on last working day of every month

51. 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% and TDS on GST @ 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**



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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 Tirupati 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.

52. 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 Tirupati authorities. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
53. 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 Tirupati.
54. In case of any complaint/defect pointed out by IISER Tirupati authorities against any contractor's staff, the Contractor shall immediately replace the person so deployed.
55. IISER Tirupati 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 Security Deposit and Bank Guarantee of the Contractor.
56. **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 Tirupati or any other officer nominated by the Director, IISER Tirupati 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.
57. The relatives/near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as :-
 - a) Members of a Hindu Undivided Family (HUF).
 - b) Their Husband or Wife.



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- c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

58. Termination of the Contract :-

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

- On giving one month notice by the Institute **OR**
- On giving three months notice by the contractor **OR**
- On the expiry of the contract, without any notice **OR**
- 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**
- On contractor being declared insolvent by the competent Court of Law, without any notice **OR**
- 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 or 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 (d)/Sr.No(f)** above (OR) in case the Contractor decides to conclude the contract before the expiry of twelve months contract period without giving three months notice as mentioned at **Sr. No (b)** above, the Contractor shall forfeit the Security Deposit and Bank guarantee held with the Institute and the contractor shall not have any claim/right against the Institute in satisfaction of this condition.

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



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(COVERNG LETTER)

(To be submitted along with technical bid on letter head)

TO,
The Registrar
IISER Tirupati

Subject : Tender for Manpower Outsourcing Services (Security)

Reference : Tender Notice published in Institute's website/GeM Portal dated_____

Sir,

With respect to the tender notice published in above mentioned Institute's website/GeM Portal, I/we hereby submit my/our tender in a required format. I/We will adhere to the requirements prescribed by IISER Tirupati. I/We have carefully gone through the requirements, evaluation criteria, terms and conditions and prescribed formats carefully and I/We unconditionally accept the same without any alterations/modifications.

Yours Sincerely,

Signature:

Name :

Seal of contracting agency/firm/company



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ANNEXURE – 1

MANPOWER DETAILS

Sr. No.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	APPROXIMATE NUMBER OF STAFF REQUIRED (Likely to change as per the requirement)	MINIMUM QUALIFICATION AND EXPERIENCE
1	Male Security Guard	70 - 100	Minimum 10 th Pass
2	Female Security Guard	20 - 25	Minimum 10 th Pass
3	Security Supervisor (Male)	03	Ex-Serviceman with 12 th Pass



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ANNEXURE-2

(To be furnished on non-judicial stamp paper of Rs 100/- duly attested by a Magistrate/Notary Public)

(To be submitted along with technical bid)

AFFIDAVIT

I/We (Name(s)) _____ contractor/
partner/sole proprietor (strike out which is not applicable) of (Firm name) _____ do
hereby solemnly affirm and declare that the individual/firm/company is not black listed by any
Government Department or an autonomous body.

Date, The day of 2024

Deponent

Address _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief.
No part of it is false and nothing has been kept concealed there from.

Date, The day of 2024

DEPONENT



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ANNEXURE – 3

ACCEPTANCE CERTIFICATE

(To be submitted along with technical bid)

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

(Name of the Firm/Agency/ 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 at IISER Tirupati.

In case of any provision of the tender is found violated, IISER Tirupati shall be at liberty to reject this tender including the forfeiture of the full said Earnest Money Deposit & PBG absolutely and we shall not have any claim/right against IISER Tirupati in satisfaction of this condition.

Signature of Authorized Signatory

Company Seal / Stamp

Date:

Place:



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ANNEXURE – 4

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.

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

Signature:_____

Name : _____

Seal of the Agency/Firm/Company



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ANNEXURE-5

Bid Securing Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or
(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of

Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.)



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ANNEXURE-6

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead)

1. I/We hereby certify that I/We* am/are* related/not related (*) to any officer of IISER Tirupati. (If related provide the details of the employee)
2. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture security deposit and I/We* shall be liable to make goods the loss or damage resulting from such cancellation.
3. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory Name:

Place:

Designation:

Contact No.:



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ANNEXURE-7

UNDERTAKING

(On Company Letterhead)

I/We(Name)_____ Contractor/Partner/Sole
Proprietor (strike out which is not applicable of (Firm) do hereby solemnly affirm and declare that the
individual/firm/company has an office at Tirupati. The address of the office is as under:

Date:

Authorized Signatory Name:

Place:

Designation:

Contact No.:



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ANNEXURE – 8

DRAFT FORMAT OF CLIENT CERTIFICATE

(To be submitted along with technical bid on client's letterhead)

Date: _____

This is to certify that M/S (Name of the Agency) is/was engaged by us for manpower outsourcing security services as under:-

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

During the period of contract, services provided by the Agency has been Satisfactory.

Signature: _____

Name : _____

Seal of the Agency/Firm/Company



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ANNEXURE-9

DRAFT AGREEMENT

This Agreement has been signed on this _____ at **Tirupati**.

BETWEEN

M/s Indian Institute of Science Education and Research Tirupati, having its Office premises at Sree Rama Engineering college campus, Karakambadi Road, Mangalam B.O., Tirupati – 517507, Andhra Pradesh (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 the 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 Tirupati campus.

AND WHEREAS the 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 WHEREAS the Contractor undertakes to provide the requisite number of temporary Security Personnel (Male and female) at IISER Tirupati 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.



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2. The Contractor has quoted administrative charges @ _____ % keeping in view the monthly deduction of TDS @ 2% and TDS on GST @ 2% or as per applicability from his gross billed amount, expenditure

towards uniforms, shoes, identity card, verification of character & antecedents and all the statutory charges relating to this contract, etc. and reasonable margin thereafter. The Institute has responsibilities as the 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 deposit an amount of **Rs 5 Lakhs as security deposit** in the form of Demand Draft drawn in favour of “Director IISER Tirupati” with the Institute for the entire duration of the contract and **also submit Bank Guarantee equivalent to one month gross wage bill within 07 days from the date of signing this agreement** calculated based on the number of staff deployed and wage structure approved by the Institute. The Security Deposit and Bank Guarantee shall be invoked by the Institute in case contractor fails to pay salary to its staff as paid by the Institute or in case of violation of any of the terms and conditions of the agreement or in case of violations of any of the statutory requirements. **The Bank Guarantee shall be valid for the period up to _____ (period up to 15 months from the date of commencement of the contract). Whenever wage bill amount increases by 10% of the initial amount, an additional Bank Guarantee shall be submitted by the Contractor.** Also, the Bank Guarantee shall be renewed by the Contractor from time to time if contract is extended, which shall be valid for at least 02 months beyond the contract period.
4. All the terms and conditions stated in the Tender for Security Manpower Services (**Advt. No. /2024 IISERT/Admin_Security/23/09/2024**) shall also be part and parcel of this agreement unless otherwise specifically mentioned herein.

5. **Payment terms:**

- The Institute shall on monthly basis reimburse monthly total cost of security personnel deployed at IISER Tirupati campus by contractor as per wage structure given in **Annexure-I**.
- 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.
- The Administrative charges payable by the Institute shall be _____ % of **gross wages** during the term of this agreement including the future extensions (if any).
- Taxes as applicable shall be paid on total bill inclusive of administrative charges.
- The Contractor shall be liable for the deduction of prevailing TDS @ 2% and TDS on GST @ 2% or as per applicability on the gross billed amount as per the provisions of Income Tax Act, or as applicable from time to time. This shall not be recovered from the staff salary and the Contractor has to comply with the provisions relating to TDS as per Income Tax Act.



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- f. In the event of revision of wage rates by applicable authority at any time, the same shall be accordingly revised.
- g. The Contractor is under obligation to submit PF, ESI and Government Taxes deposit challans and ECR's of the previous billing month before 24th of the 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 Government Tax paid monthly challans and ECR's of previous billing month by the Contractor. Failing to submit the challans and ECR's as stated, penal deduction of Rs. 3000/- per day will be levied on the Contractor. Administration charges of the Contractor will be withheld if he defaults on above aspect consecutively for two months and written notice will be given to the Contractor for termination of contract.
- h. The Contractor shall certify on the bill that the monthly wage bill of all categories of contractual employees deployed by him at the campus of the Institute is complete and no person has been left and no supplementary bill will be submitted thereafter.
- i. Payment cycle will be from 20th to 19th of the next month. Schedule of processing of monthly bill will be as follows:

SR.NO	ACTIVITY	WHO	TURN AROUND TIME
	Verification of Attendance and wage sheet.	Institute	22 nd of every month
	Raising of Invoice to Institute	Contractor	24 th of every month
	Release of Payment	Institute	28 th of every month
	Salary Disbursal	Contractor	Salary shall be credited to individual SBI 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 shall invite the Contractor to pay penalty of Rs. 2000/- per day. The Contractor will deposit the wages and applicable allowances in individual's bank account to be maintained at State Bank of India, after taking the administrative charges. The PF, ESI, Government Taxes and other statutory component shall be deposited by the Contractor with the respective Government organizations. The Contractor shall submit the bank deposit slip of payment of



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wages to its staff deployed at the campus of the Institute, acknowledged by the bank to the Institute Administration within 5 days from the date of disbursement i.e. last working day of the month.

j. The Contractor will submit wage bill as per details/table given below :-

1. Name of the company-
2. Annual contract for the Security Manpower Services
3. Authority No. & Date-
4. Date of commencement of the contract-
5. Wage Bill for the period _____
6. 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 0%		EPF 12%	EDLI 1%	ESI 0%

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 the Institute along with the bill for wages for the next month.

6. Statutory Obligations

- a. The Contractor shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax, Service Tax, GST 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. 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. The Institute will not be responsible for any violation/ contravention of the aforesaid Government laws, rules and regulations. The Institute incurring damage due to the non-compliance of the



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- c. aforesaid laws by the Contractor, the Institute shall be indemnified by the Contractor to the extent of loss suffered due to the said violations.
- d. In case wages plus applicable allowances per month paid to its employees deployed by the Contractor at the Institute is less than the wages plus allowance being paid by the Institute as the principal employer, the contract shall be terminated. The payment shall be made to the individual's respective bank account to be maintained at the State Bank of India, and a record of that shall be kept in a register which may be examined by the Institute at any time.
- e. The Contractor will apply to the Labour Commissioner for obtaining a labour License at his own expenses and will submit a copy of license to Institute Administration Section within 30 days from the date of issue of the award of contract.

7. Interference

In case activities of the staff of the Contractor 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 any person or the property of Institute caused by the Contractor's staff shall be compensated by the Contractor only.

8. 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 the Contractor's staff with the Institute, the said liability can be adjusted by the Institute from the bills payable to the Contractor.

9. General terms and conditions

- 1. In addition, the Institute will have liberty to increase/decrease the total number of Guards by giving a short notice of 24 hours to the Contractor. The Contractor shall take prior approval of the competent authority of the Institute before deploying security staff at the campus of the Institute.
- 2. The Contractor shall be responsible for all injuries and accidents to persons employed by it. For the staff not covered under ESIC Scheme, suitable Medical policy along with Workmen Compensation policy shall be taken by the Contractor equivalent to the amount being paid by the Institute in the monthly wage bill. The policy document shall be submitted by the Contractor within 30 days from the date of commencement of the contract.
- 3. 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, the Contractor shall terminate the services of such employees on the recommendation of the Officer designated by the Director of the Institute. The Contractor shall



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issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.

4. The Contractor shall take day to day instructions from the Officer/s or his Deputy, in his absence, of the Institute.

5. Physical Standards and Qualifications:-

The employees of the Contractor shall be of Good character and of sound health.

Security staff (Male / Female):

Age : Preferably not more than 50 years in case of Ex Serviceman and not more than 40 years in case of civil guards.

Character : Good

Education Qualifications: Supervisors – Preferably 12th Pass and above

Guards – Preferably 10th Pass and above.

Physical Standards : Gents staff - Height 5 ft 6 inches minimum and physically & mentally fit.

Ladies staff-Height 5 ft 2 inches minimum and physically & mentally fit.

6. The Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less Communication equipment.
7. All Guards and Supervisor should have working knowledge of English language.
8. 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 copy within 07 days from the date of their deployment and communicate any change about it from time to time.
9. The Contractor shall get all the staff on its roll deployed at IISER Tirupati campus, verified of their Antecedents through Police and certificates to this effect be submitted by the contractor to Institute Administration within 30 days of initial deployment.
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.



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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 Contractor shall supply free of cost two pairs of uniforms every year (all weather) with shoes, socks, belt, P-caps, lane yard and name plate free of cost to the staff deployed by it. The Institute shall not allow employee of the Contractor to work inside IISER Tirupati campus without uniform except in cases where-in specifically asked for. Contractor should ensure that the persons wear neat and clean uniform while they are on duty at IISER Tirupati campus. The Contractor shall provide the Identity card to each staff deployed in Institute campus.**
16. The Security Guards and Security Supervisors shall be normally required to work for 8 hrs on 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. Weekly off is mandatory for all as per labour laws.
17. 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.
18. 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.
19. 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



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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 Tirupati campus.

10. Scope of Work

The Contractor shall provide Security manpower services to the Institute at IISER Tirupati 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:-

- a. 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.
- b. Protection of property, cash, documents and personnel of the Institute. Also in transit when so specified.
- c. 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).
- d. 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.
- e. Prevent loss on account of lapse in "access control measures" at Gates of the Institute premises.
- f. Undertake fire-fighting operations with provided equipment.
- g. Regulate parking of vehicles in designated areas of Institute premises.
- h. Provide security during official, social and religious functions of the Institute.
- i. Conduct security audits/surveys/investigations/consultancies as per requirements.
- j. Conduct periodic security and fire fighting training for its own staff and Institute personnel.
- k. 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.
- l. Investigation of thefts, accidents or any other matter required from time to time.
- m. Carry out any other job assigned by the Director or his nominee in the interest of security of Institute.



11. 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:

- a. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of contract from effective date for the delay of every week or part thereof in the commencement of the contract.
- b. Payment of wages made by the Institute to the 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 the Contractor to pay penalty of Rs 2000/- per day, to the Institute.
- c. 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.
- d. **The Contractor is under obligation to submit PF, ESI, GST, PT and Government Taxes deposit challans and ECR's of the previous billing 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, GST, PT and Government Taxes paid monthly challans and ECR's of previous billing month by the Contractor. Failing to submit the challans and ECR's as stated, penal deduction of Rs. 3000/- per day will be levied on contractor and the administrative charges of Contractor 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.**
- e. Penalty @ INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e. on (or) before 05th of every month (or) within three days of credit of salaries, whichever is earlier.
- f. Penalty @ INR 1000/- per person per month will be charged from the contractor, if the uniforms & shoes are not given within thirty days of award of the contract. Penalty shall be levied from the day of completion of thirty days.
- g. Penalty @ INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc., to the employees within thirty days of award of contract.



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- h. Penalty @ INR 100/- per person per month will be charged for not submitting the police verification certificate of the employees within thirty days of the award of contract.
- i. **Non-compliance of statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.**
- j. 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 shall not put its employees in different shifts at other locations other than the Institute. In case of any violations of this the contractor shall be penalized by imposing a fine of Rs 5,000/- per employee per incidence.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. The Contractor will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods, etc.
- p. The Contractor shall not be allowed to change its name and style after the award of the contract.
- q. The last payment of the Contractor will be cleared only after ascertaining that no liabilities are pending.



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10. Jurisdiction

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

11. Termination:

- a. On giving one month notice by the Institute **OR**
- b. On giving three months notice by the contractor **OR**
- c. On the expiry of the contract, without any notice **OR**
- d. 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**
- e. On contractor being declared insolvent by the competent Court of Law, without any notice **OR**
- f. On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the Contractor to any third party or 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.



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In case of termination of contract on the grounds mentioned at **Sr. No (d)/Sr.No.(f)** above **(OR)** in case the Contractor decides to conclude the contract before the expiry of twelve months contract period without giving three months notice as mentioned at **Sr. No (b)** above, the Contractor shall forfeit the Security Deposit and Bank guarantee held with the Institute and the contractor shall not have any claim/right against the Institute in satisfaction of this condition.

Registrar

Indian Institute of Science

Education and Research, Tirupati

PARTY OF THE FIRST PART-

INSTITUTE

M/s _____

_____.

PARTY OF THE SECOND PART-

CONTRACTOR

WITNESS

Signature_____

Name_____

Address_____

WITNESS

Signature _____

Name _____

Address_____