

ARMY WELFARE EDUCATION SOCIETY (AWES) CAMPUS  
BANGALORE – 56 00 77

(AWES CAMPUS)

**REQUEST FOR PROPOSAL (RFP)**

PROVISIONS OF COMPREHENSIVE SECURITY SERVICES/  
COVER TO ARMY INSTITUTE OF HOTEL MANAGEMENT  
AND CATERING TECHNOLOGY AND ARMY INSTITUTE  
OF FASHION AND DESIGN N.NAGENAHALLI,  
KOTHANUR POST, BANGALORE – 56 00 77

**ARMY INSTITUTE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY  
ARMY INSTITUTE OF FASHION & DESIGN  
KOTHANUR POST  
BANGALORE – 560 077**

Request for Proposal  
Provision of Security Services – Unarmed Guards

Sealed offers in two-bid system are invited from registered Private Security Agencies (PSAs) having their own office in Bengaluru, Karnataka for providing services of Unarmed Guards at combined campus of Army Institute Of Hotel Management & Catering Technology(AIHMCT) & Army Institute Of Fashion & Design(AIFD) Kothanur Post, Bangalore- 560077.

RFP forms can be downloaded from the AIHMCT web site ([www.aihmctbangalore.edu.in](http://www.aihmctbangalore.edu.in)) and can be submitted along with the Technical & Commercial Offers on payment of Rs. 500/- (Non-Refundable) by way of Demand Draft/ Pay Order in favour of Principal AIHMCT, Bangalore payable at Bangalore.

Date of issue of RFP	-	28 Dec 2021
Last date for submission of RFP	-	18 Jan 2022 till 1100 hrs
Opening of Technical Offers	-	18 Jan at 1200 hrs
Opening of Commercial Offers	-	To be intimated later on.

Offers from firms not having their own offices in Bengaluru, will not be considered. All conditions and parameters will be evaluated with reference to firms submitting tenders. AWES reserves the right to reject any/all applications without assigning any reason whatsoever.

### **INSTRUCTIONS TO BIDDERS**

1. Army Welfare Education Society Campus, (hereafter addressed as AWES Campus), Bangalore is located at N. Nagenahalli, Kothanur Post, Bangalore – 560 077. A layout chart of the AWES Campus is attached as an appendix to the RFP. AWES Campus, Bangalore is situated in an area of 12 acres, works under the aegis of Army Welfare Education Society.
2. Two Institutes viz Army Institute of Hotel Management & Catering Technology and Army Institute of Fashion & Design are located inside the AWES Campus having approximately 500 members including students and staff members with army background. The Campus, due to its nature of functioning is frequented by students, hoteliers, vendors, parents and so on.

3. The following facilities within its premises of AWES Campus Houses which are exclusively for use by the members: -

- (a) Two Academic blocks.
- (b) One Girls' Hostel.
- (c) Two Boys' hostel.
- (d) Two student mess buildings.
- (e) Power Substation, STP, water tank and allied facilities including vehicles.
- (f) Faculty and staff quarters viz F, A and D blocks.
- (g) ATM machine installed by State Bank of India.

4. In the present scenario, the existing security facilities are as under: -

- (a) AWES Campus is secured with a perimeter wall and one Entrance gate which is manned 24 x 7 basis.
- (b) Security guards are posted at all vulnerable areas including Hostels, main gate and Water point.
- (c) CCTV cameras have also been installed at sensitive places.
- (d) Security services are being provided by one of the firms, based on the security assessment and the firm is accordingly tasked to provide a specific number of unarmed guards.

5. **BRIEF SCOPE OF WORK AND OTHER TERMS & CONDITIONS:**

The following security related services are required to be provided: -

- (a) Provide overall comprehensive physical and electronic security services/cover to the AWES Campus, its premises and property, its members while located in AWES Campus and their vehicles and belongings.
- (b) Prevent entry of unauthorized personnel (either on foot or by vehicle) into the premises of the AWES Campus.
- (c) Monitor movement of stores, meant for AWES Campus, both in and out of AWES Campus and prevent pilferage of any sort.
- (d) Ensure that the perimeter walls are not pasted with notices and advertisements.
- (e) Ensure provision of additional security during mega institute events,

which will be in the range of four to six events in a year.

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(f) Carry out patrolling of the area/complex at night. Ensure that all the buildings are securely locked, after the closure of the Academic/ Admin activities of the AWES Campus.

(g) Ensure that no vehicles of Visitors are left in the Car park/ campus after the closure of the Academic/admin activities of the Institute. Bring to the notice of the Security supervisor of all those vehicles left over-night in the Car Park/College premises.

(h) Intimate the Security Supervisor of the happenings of the previous day and take specific security related instructions for the day, if any.

(j) Bring to the notice of the Security Supervisor of AWES Campus any untoward happening in the premises of the AWES Campus, immediately on occurrence.

(k) The in-charge or a responsible representative of the Security set up in AWES Campus should always be available on phone / mobile phone.

(l) Ensure that all persons entering the AWES Campus premises are bonafide members by checking their identity (valid ID proof).

(m) Switch On/Off the security lights at appropriate times.

(n) Maintain a log / record of all the Load Carrying Vehicles & Private Car entering and exiting the AWES Campus premises.

(o) Carry out physical check of AWES Campus staff and visitors/vendors on their entry and exit and maintain a record of the same.

(p) Accept any other security related task given by the management.

6. **Requirement of Security Personnel.** The PSA has to provide man power as per Annexure VI and conduct regular training to all the security personnel on Monday at AWES Campus.

7. **MISCELLANEOUS ISSUES.**

(a) In case of any additional security apparatus or equipment is required to be provided, the same may be indicated in the bid document to enable to procure the same.

(b) In case there is a requirement of re-locating any security apparatus already in place, the same may be indicated in the bid document for consideration by the AWES.

8. **PRE BID MEETING.** A pre bid meeting is scheduled to be held on **14 Jan 2022 (1100 hrs)**. A comprehensive presentation will be given by the AIHM & CT with regards to the requirement of the AWES and queries, if any, will be addressed.

9. **TERMS & CONDITIONS**

(a) Deployment of Security Services is to be completed within a period of one month, commencing from the date acceptance of the offer by AWES.

(b) The duties and responsibilities of security personnel will be as per Annexure - VIII

(c) Price Bid quoting wages lower than the current Minimum Wages and statutory payments lower than the mandatory payments prescribed in relevant Act shall be rejected. PSAs are required to submit a certified copy of the State Govt rules supporting minimum wages, and all additional mandatory payments as percentage of Basic+VDA.

10. **ELIGIBILITY CRITERIA FOR SHORTLISTING.** For empanelment or short-listing of Private Security Agencies (PSA), the following criteria shall be applied. For this purpose PSAs shall submit proof documents along with the Tender. PSAs not submitting proof documents and/or not conforming to any of these parameters will not qualify for empanelment or short listing :-

(a) PSAs should have an Annual Turnover of Rs. 50 Crore or more during the last 5 years.

(b) It should have deployed minimum of 100 security personnel at one location of PSU/Govt/MNC Company.

(d) PSAs should be either registered companies or registered partnership firms reputed for providing security guards' services.

(e) PSAs should have obtained a license in accordance with section 4 & 7 of the Private Security Regulation Act 2005.

(f) PSAs should have their own infrastructure for training their guards in Karnataka State.

(g) PSAs should have credible Supervisory Infrastructure and network.

(h) PSAs should have GST and should have submitted IT returns for the last three years.

(j) PSAs should have audited Profit & Loss Accounts for the past three years.

(j) PSAs should have Registration under Shops & Establishments Act.

(k) PSAs should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.

(l) PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been submitting EPF contribution online.

(m) PSAs should have Documents proving compliance of Minimum Wages Act 1948, as updated from time to time, and other labour laws and rules.

(n) PSAs should have at least their one office with telephone & Email facility within Bangalore and office should be manned during normal working hours.

(o) PSA should be **minimum three years of experience** providing Security Guard's services.

(p) PSAs are required to furnish a copy of the Electronic Challan-Cum-Return (ECR) for EPF contribution for a Wage Month not older than two months prior to the tender opening date.

(q) PSAs are required to furnish a copy of the previous 'Return of Contributions' (Form-5) submitted to the ESIC or a copy of Electronic Contribution History Sheet submitted to the ESIC in case of online contribution.

(r) PSAs are required to furnish a copy of the past Wage Slip, not older than two months, of any of their employees deployed as a Security Guard with any Principal Employer.

(s) PSAs will be required to produce all original documents for verification by authorised staff of AWES whenever they visit PSAs Office for inspection of training infrastructure and other credentials of PSAs.

11. Intending PSAs should furnish details about their firm as per **(Annexe-II)**.

12. Please note that issuance of technical and commercial queries is not envisaged and Bidders offer may be evaluated based on input given therein. Hence pre-Bid clarifications, if required may be sought from us immediately on receipt of this Tender document. Any Pre-Bid query will be submitted in writing to Registrar AIHM & CT through mail. These will be addressed by AIHM & CT during the pre-bid meeting.

13. **EARNEST MONEY DEPOSIT (EMD)**. EMD of Rs. 40,000/- (Rupees Forty Thousand only), in the form of a demand draft/pay order issued by a scheduled commercial bank in favour of 'AIHM & CT, Bangalore', payable at Bengaluru must be submitted along with the Techno-Commercial Offer. Offers not accompanied with EMD of Rs. 40,000/- will not be accepted. Further, the EMD amount will be forfeited if, having been selected by AWES for the job, the PSA refuses to accept any contract or having accepted the contract, fails to carry out its obligations mentioned therein.

Bank Guarantee in lieu of EMD will not be accepted. No interest will be payable on the EMD. The EMD will be refunded to Unsuccessful PSAs. The EMD money paid by the

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successful PSAs will be released only after satisfactory deployment of security as per contract and after lodging Security Deposit. PSAs will give the details of bank account as per Annexure III for Electronic Transfer.

14. **PERFORMANCE BANK GUARANTEE.** Before entering into an agreement the selected PSAs should submit a Security Deposit in the form of Demand Draft/ Bank Guarantee/NEFT of 10% of the annual value of the contract issued by a scheduled commercial bank favouring AIHM & CT, Bangalore payable at Bengaluru. **(Annexure-IX)**

15. **TECHNICAL OFFER (TO)**

The TO should be complete in all respects and should contain all information asked for in this document. It should not contain any price information. The TO should comprise of the following:

15.1 Covering letter on the prescribed format (Annexure-I).

15.2 Demand draft for Rs. 1,000/- (Non-refundable) towards Cost of RFP Forms, if downloaded from AIHM website.

15.3 PSA profile as per Annexure II.

15.4 Documentation (Brochures, leaflets, manuals etc, if any).

15.5 Details of reference sites of Central/Zonal/Regional offices of public sector banks as per Annexure-III.

15.6 EMD of Rs. 40,000/- (Rupees Forty Thousand only).

**LATE BIDS:** - Any bid received after the deadline for submission of bid prescribed, will be rejected and returned unopened to the Bidder.

16. **PRICE BID**

The Price Bid should contain all relevant rates and charges and should be quoted in Indian Rupees only. The Price Bid should not contradict the TO in any manner.

17. **PRICE COMPOSITION**

17.1 Monthly Rates per unarmed Security Guard will be given in the format as per Annexure-IV.

17.2 AIHMCT will shortlist suppliers, who satisfy commercial and other requirements laid down in the document. The Price Bids of only the short listed suppliers will be opened. Short listed suppliers will be notified by e-mail/post and the suppliers/ authorized representatives may be present at the time of opening of Price Bids.

18. **NO ERASURES OR ALTERATIONS**

Technical & Commercial details must be completely filled up. Corrections or alterations, if any should be authenticated.

19. **AGREEMENT BETWEEN THE PSA AND AIHMCT**

The successful PSA shall execute an Agreement with AIHMCT on Rs. 100 non-judicial Stamp Paper as per Terms & Conditions as per Annexure-V. It is understood that the PSAs, who are willing to offer their Security Guards' service in response to this RFP have read all the terms and conditions given at Annexure-V and have agreed to all the Terms & Conditions without any modifications.

20. **VALIDITY OF OFFER**

The offer should be valid for a period of 03 months from the last date for submission of the offer.

21. **EVALUATION PROCESS**

Offers (Tenders) will be evaluated in the following stages:

21.1 **Stage I:** Completeness of Offers, i.e., offers not accompanied by the mandatory documents as per paragraph 6 above shall, be rejected.

21.2 **Stage II:** Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof documents submitted by the PSAs. Offers not complying with any of the eligibility criteria as per Paragraph 2 above will be rejected.

21.3 **Stage III:** Short-listing of supplier(s) based on proof documents submitted, site visits by AIHMCT & AIFD officials and satisfactory feedback from reference sites.

21.4 **Stage IV:** Price bids of the short-listed firms will be opened for area-wise price discovery and fixing "Approved Rates".

21.5 **Stage V:** Willingness letter will be obtained from shortlisted firms to work on "Approved Rates" and Agreement will be concluded on Rs. 100 Non-Judicial Stamp Paper.

21.6 **Stage VI:** Issue of work orders to the shortlisted firms.

22. **NO COMMITMENT TO ACCEPT LOWER OR ANY TENDER**

AIHMCT & AIFD shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

23. **OPENING OF OFFERS**

Technical Bid offers will be opened at Principal AIHMCT office on **18 Jan 2022 at 1200** hrs. The offerers / their representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the suppliers for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of offerers or their representatives present.



24. **ORDER CANCELLATION**

If the selected PSA fails to deploy their Security Guards within the stipulated time schedule or the extended date communicated, it will be treated as breach of contract. AIHMCT reserves the right to cancel the order in the event of delay in deployment of Security Guards and forfeit the Earnest Money Deposit.

25. **PAYMENT TERMS**

No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Security Guards as per documents to be maintained by the PSA and shown to AIHMCT shall be made within one week after the end of every calendar month. PSA shall submit bill along with the copies of wage Slips without delay. Along with the bills the PSA shall also submit the copies of the previous E.C.R. for EPF and the Contribution History for the ESI premiums contributed for the PSAs employees deployed within the combined campus of AIHMCT & AIFD. On scrutiny of the Bill and these documents AIHM&CT shall made payment by 4<sup>th</sup> of the month following the wage month. The PSA shall ensure that Saving Bank Account of the PSA Employee gets credited by the 07<sup>th</sup> day of the month following the Wage Month and further ensure that the amount credited is the same as the net wage payable as per the Wage Slip.

Last date for submission of offers -- 18 Jan 2022 at 1100 hrs.

Opening of Technical -- 18 Jan 2022 at 1200 hrs.

Opening of Commercial Offer --- Will be intimated later

26. Pay slips indicating the complete details of total wages, deductions and net wages, PF/ESI Account details & deductions etc. shall be given to each contract Personnel every month and also wages shall be remitted in their bank accounts on or before 07<sup>th</sup> of every month without waiting for clearance of bills from AIHM & CT.

27. It is the sole responsibility of the vendor to fulfil all the obligations, legal administration and others on his part especially those concerning payment of wages, contributions towards PF, ESI, EDLI and all admissible taxes etc. (both Vendors' and Employees' share etc.) as in force at the relevant period. He shall furnish necessary certificate coordinated by ESI/EPF to AIHM & CT by the 7th of the following month.

**TERMS AND CONDITIONS WITH PSA**

28. The AGENCY shall be solely responsible as regards to salary, wages and service conditions and terms extended by the AGENCY to their employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactment, rules and regulations and orders applicable to the AGENCY employees/workmen in general and in particular, laws, enactment, rules & regulations and orders

dealing with employment of contract labour, Factories Act, Payment of workmen's compensation, contribution under the ESI Act, 1948 and PF/EPF & MP Act, 1952, payment of minimum wages, payment of bonus, fire and safety regulations, regulations relating to employment of female workforce, security requirements and such other regulations as may be applicable at present / made applicable hereafter. The wages paid by the AGENCY to their employees / workmen shall be fair and in no case be less

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than the minimum wages prescribed by the appropriate Government under the Minimum Wages Act, 1948 and all provisions of abolition of Contract labour Act. All liability of EPF, ESI, etc shall be borne by the Agency. AIHM & CT will deduct directly from bills EPF amount if the Agency has no EPF A/c.

In addition, ESI amount will be directly deducted from Agency's bills if ESI amount is not paid at the ESI office.

29. Agency has to submit wage register every month to the Registrar, AIHM & CT.

30. The AGENCY shall obtain from the certification from authorities concerned and maintain from time to time and at all times during the contract period, all necessary permits, registers, approvals and licenses, requisite, for the purpose of fulfilment of the responsibilities and obligations undertaken by the AGENCY under this contract and shall file punctually all reports and returns as may be necessary.

31. It is understood and agreed that there is no employer - employee relationship between the AIHM & CT and the AGENCY and / or the AGENCY employees in any way whatsoever and the AGENCY have to carry on their business or occupation as independent AGENCY and this position shall be made clear in writing to all persons engaged by the AGENCY.

32. The Agency shall be responsible for settlement of any claim / dues in case any of the Agency's employee's loss of life or sustains injury or incurs damage or loss either to any person or property within the premises of the AWES. The Agency shall take necessary insurance coverage of all their employees / workmen.

33. The employees / workmen of the Agency shall be liable to be searched by the authorised staff of the AWES. The Agency's employees / workmen shall strictly observe the rules & regulations of the AWES relating to cleanliness, wearing of identification badges, safety & other rules applicable to the employees / workmen of the Agency and in force from time to time.

34. The AGENCY shall at all times and when required submit their records, registers or books to a duly authorized officer of the AIHM & CT for inspection for the purpose of determining whether or not the AGENCY are complying with the terms & conditions of this contract or any provisions of laws that may be applicable.

35. In case the AIHM & CT receives any representation or demand for payment of any amount to any of the AGENCY employees / workmen at any time towards wages or other dues or E.P.F., ESI, etc., from the employees / workmen or any Governmental agency, then in that event, the AIHM & CT shall have the right to deduct the said

amount from the amounts due to the Agency and pay the same to the said employee or workmen or Governmental agency. The decision of the AIHM & CT in this regard shall be final and binding on the AGENCY.

36 The Agency shall bear full cost of loss / theft / breakage of items caused by their employee / sheer negligence of their employees.

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37. The Agency shall insure all employees for accidents and third party losses. All eligible employees will be covered under Employees state Insurance Scheme by the Agency and those not eligible for ESI shall be covered by other insurance policy cover like W.C Policy etc. as per statutory requirement. The Agency shall possess & produce whenever required, Labour License from competent authority, State/ Central Govt., as applicable, within 15 days of issue of the contract.

38. The contract is not transferable and Agency shall not sublet franchise same to a third party. The contract is entered in good faith that the Agency with his capabilities is fully supporting the day to day working at site. At any time when it comes to our notice that the full organization, based on whose credentials submitted during tendering process, the contract is placed, is absent, or poorly supporting day to day operations, this contract will be cancelled without any notice and legal proceedings will be initiated. The Agency shall not transfer or assign his interest or abdicate his responsibility under this contract to any other party.

39. The AGENCY shall take charge of the SECURITY OPERATIONS and be responsible for any damage to the premises or to any of the AWES CAMPUS property in their charge when such damage, in the opinion of the AIHM & CT, has been caused due to neglect or carelessness or any fault on the part of the Agency or their agents or employees / workmen, they shall be liable to pay the cost of such damage to the AIHM & CT as per assessment made by the Registrar AIHM & CT in this behalf whose decision upon any question in this connection shall be final and binding on the Agency.

40. AIHM & CT may bar without cause the deployment of an individual(s) security persons of the agency if the individual is not fulfilling the requirements as per terms and conditions of contract or suspected to be involved in any unlawful activity.

41. Reports and returns on security services as required by AIHM & CT shall be submitted timely.

42. **Minimum Qualification for Deployment of Security Personnel.**

(a) SSLC Pass.

(b) Age Group - 18 to 45 Year.

(c) Physical Standard

(i) Height – 160 Cms

(ii) Weight – According to Standard Table of the weight.

(iii) Chest – 80 cms with an expansion of 4 cms.

43. The Security personnel to be deployed by Agency are to be offered for screening to Registrar for their suitability one week prior to taking over of the duty. Security Personnel must be in possession of the following documents at the time of screening:-

- (a) Relevant Pre-Training & or Experience Certificate.
- (b) Qualification Certificates.
- (c) Photo ID Proof etc.
- (d) Medical Certificate.
- (e) Any Other Documents required by the Registrar.

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### **UNIFORM & ACCESSORIES**

44. The Agency shall provide full set of uniform and accessories to all the security guards mobilized for AWES Campus which must include the following minimum items per year :-

- (a) Two pairs of Shirts & Trousers.
- (b) One set each of Rain Shoes and Rain coats.

#### **For Supervisors, (2 sets minimum)**

- (a) Shirt – Sky Blue colour and Trouser – Black/Dark Blue.
- (b) P Cap shall be provided

#### **For Security Guards, (1 set of each type minimum)**

##### **Type-1**

- (a) Shirt – Blue colour.
- (b) Trouser – Black.
- (c) Cap shall be provided

##### **Type-2**

- (a) Shirt – Camouflage.
- (b) Trouser – Camouflage.
- (c) Cap -Camouflage.

- (d) Above uniform shall be provided to all the personnel employed & same shall be followed strictly as per the instructions of AWES Campus.
- (e) One pair of safety shoes and two pairs of socks.
- (f) Belts as detailed below with provision of holding safety gadgets, whistle, name tabs.
- (g) Torch with cells, lathies, Safety Helmet etc.

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### **CHARACTER AND ANTECEDENT VERIFICATION**

45. Agency shall submit the following documents to AIHM & CT:-

(a) Undertaking from the Agency that the character and antecedents of person(s) proposed to be deployed by them is / are impeccable. The Agency shall be responsible for their conduct inside the AWES premises. Undertaking from the Agency that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his / her character and antecedents.

(b) The Agency will provide certified photocopies of Police Verification Report for inspection by the authorized representative of AIHM & CT. The Agency has to obtain Police Verification Report (signed by a responsible officer of Police) from the area where the person(s) to be deployed has / have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the persons(s) has / have stayed earlier". The agency shall submit all documents/ records as required to the local police station for the C & A verification. The successful tenderer shall submit the acknowledged copy of local police station as proof of having submitted all documents of security personnel deployed for C & A verification. Simultaneously if there is availability of earlier C & A verification of other police station for the security personnel who are being deployed, the same shall be submitted along with their deployment for security services. The agency shall keep constant follow-up with the local police station for getting the verification done expeditiously. Further in the event of any verbal communication by the Police station head on C & A of any security personnel not being proper, the PSA shall take immediate action for replacement without fail and AIHM & CT will not be responsible of any such lapses on PSA's part on such sensitive issues.

### **PENALTY**

46. Penalties for Breach of Contract/Liquidated Damages. Following penalties shall be imposed and amount will be recovered from monthly payment bills of the agency for non-compliance to terms and conditions of the contract. Following deduction shall be over & above the daily wages:-

(a) Dereliction of Duty. Rs 1000/- for each case such as Drunkenness, Sleeping, and Indiscipline etc. while on duty as certified by Registrar.

(b) Absence/Post Fully kept vacant. Deduction of Rs.900/- for Supervisor and Rs 800/- for s/guard per individual for the each shift absent/vacant post.

(c) Recovery for Liquidated damages as per the above shall not be made applicable for the first two months from the date of commencement of the work as the same shall be considered as Settling period for the contractor.

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(d) If the Agency fails to provide required uniform & accessories including lathies, torches, rain coats / umbrellas, name-tags etc., a deduction of Rs.50 per instance/per individual will be levied on the Agency.

**(e) Besides the above, if the Registrar, AIHM & CT feels that any act of omission or commission by the Agency or its personnel has caused damages to property or assets of AWES, cost of such damages will be recovered by AIHM & CT directly from the Agency or from his monthly bills/Security Deposit etc.**

#### **Other General Terms & Conditions**

47. (a) Agency shall be responsible for discipline of its employees.

(b) The employees engaged by the Agency will be in the employment of the Agency and not of the AIHM & CT.

(c) The Agency shall be fully responsible for omission & commission of its employees.

(d) No member of the security agency deployed at AWES CAMPUS shall become member of the trade union of the Company or of any other union outside the Company and / or take interest in any such activities. Such employees shall be summarily replaced on intimation.

(e) During the contract period if any or all personnel deployed by the agency do not report for shift duties en-masse in the allotted area, appropriate action deemed fit will be taken against the agency with immediate effect. Decision of Registrar in this regard will be final and binding on the agency.

**(f) All National and Festival days shall be paid holidays and the AIHM & CT shall make no additional payment.**

**(g) No accommodation & No transportation shall be provided by AIHM & CT for Agency employees. All necessary arrangement as required shall be made by the contractor.**

(h) In case of loss/damages to property due to thefts and pilferages, the Agency will indemnify the cost of loss to AWES. However the Agency shall

register complaint with police or other Agencies regarding the theft/pilferage and it will be their responsibility to pursue the matter with the police, In case of recovery of the missing / stolen property is detected by Police, AIHM & CT will refund the amount deducted from Agency towards its cost only after taking possession of the property from the Police and after assessing damages, if any. In all such cases, it will be the responsibility of the Agency to intimate results of investigations and recovery of property to Registrar AIHM & CT.

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(j) Similarly, the Agency shall also compensate AIHM & CT for any loss / damage caused due to negligence etc to equipment or security gadgets provided by AIHM & CT. AIHM & CT's decision in this regard will be final and binding on the agency.

### **DATE OF MOBILISATION**

48. The Agency shall take over operation within 10 days from the date of Work order/ LOI.

49. It is requested that the bidders shall visit the site before pre-bid or submission of bids. It is deemed that the Bidder has surveyed the area of AWES CAMPUS premises and pipeline area and understood the Tender Conditions & Security requirement of AWES CAMPUS before quoting. In case of any clarification, please contact Registrar.

### **AGENCY'S LABOUR AND OBLIGATIONS**

50. The Agency shall not engage any persons who are below the age of 18 years and require him to do the task assigned by the AIHM & CT to the Agency.

51. The Security Agency shall issue separate Identity Cards to the security personnel deployed by the agency which will contain a full-face image in Color, full name of the Private Security Guard, name of the Agency and the identification number of the individual to whom the photo identity card is issued. It will indicate the individual's position in the Agency and the date up to which the ID card is valid. The card shall be prominently displayed by the Security Guard while he is on duty at AWES.

52. Agency is required to apply along with required documents and obtain contractor's workman photo pass from AIHM & CT in respect of each of their employees to be deployed at well in advance.

53. The AGENCY as an employer of their employees / workmen shall have exclusive right to appoint, substitute, suspend, dismiss, discharge, retrench and terminate the services of any of their employees/ workmen to fulfil their obligations under this contract provided :-

54. Only suitable security personnel are deployed as per requirements mentioned in concerned clause and also not violating the provisions of statutory requirements under Private Security Agencies Regulation Act and concerned Rules of appropriate Govt.

55. Any Agency's workmen/employees found or reported to be indulging in any Unlawful activity; they shall be removed from AWES CAMPUS premises immediately by the Agency.

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56. The AIHM & CT shall be informed 24 hours in advance of all such actions.

57. All employees / workmen employed by the Agency shall be adult with good health and sound mind.

58. The manpower deployed by the Agency at AWES CAMPUS should not be used by the Agency in any adjacent company or anywhere else for security duties.

59. It shall be the sole responsibility of the Agency to ensure that the employees /workmen deployed by them fulfil the obligations undertaken by the AGENCY under this contract.

60. Every person engaged by the Agency for fulfilling obligations and responsibilities under this contract shall be the AGENCY's employees / workmen for all purposes and no employee / workmen of the Agency shall have any right or claim of any nature against the AIHM & CT. The AGENCY shall indemnify the AIHM & CT against any such claim during the currency of this contract and thereafter.

### **TERMINATION OF CONTRACT**

61. AIHM & CT shall be at liberty to terminate the contract forthwith, If the Agency commits a breach of any of the conditions stipulated in the contract or unsatisfactory service or consistently fails to provide adequate number of manpower and fails to remedy the situation even after one month of receipt of written notice in this regard . In case of unsatisfactory services, AIHM & CT shall have the right to assign the security services to other security agency from market at the risk & cost of the existing security agency and all additional cost incurred on the same shall be debited to the defaulting security agency and the decision of AIHM & CT shall be final in this regard

62. AIHM & CT's right to terminate the contract under the terms aforesaid shall be without prejudice to any of its other rights and remedies against the Agency under the contract. In the event of AIHM & CT terminating the contract, it shall not be liable to pay for any loss or compensation to the Agency in respect of such termination

63. Contract is also liable to be terminated if Validity of security agency's license, issued under Private Security (Regulation) Act, 2005 expires or the license is cancelled



by issuing authority for any reason whatsoever any time during execution of the contract. In such case the termination shall be from the date of expiry or cancellation of the license as the case may be and AIHM & CT shall not be required to give any advance notice to the security agency for termination from the date.

64. All information disclosed to the Tenderers by way of the Tender Documents shall be considered confidential and any person/ Tenderer shall not part with possession of the Tender Documents or copy or disclose information thereof to any party, except as may be necessary for carrying out the work. It is being understood that the Tender Documents have been downloaded by the eligible Tenderer solely for the purpose of bidding. Where it is found that any Tenderer has violated and has disclosed sensitive and vital information impugning on the security of the installation/ national security, necessary action, as may be called for, may be taken against the Tenderer concerned

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in addition to his being liable to be black listed and/ or barred from participating in future bids.

65. The Tender Documents shall always be & remain the exclusive property of the AIHM & CT without any right with the Bidder to use them for any purpose except for submitting the tender in accordance with the provisions of these instructions by the prospective Bidders and for use by the successful Bidder with reference to the work. The AIHM & CT shall have no obligation to return to the Bidder the Tender Documents submitted by the Bidder.

66. Any false/fake/incorrect information submitted by the bidder/contractor while submitting the bid will be liable for rejection of bid, severe action like Forfeiture of EMD, Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company.

67. For further clarifications, if any, you may contact the following address:-

**Army Institute of Hotel Management and Catering Technology  
(AIHM & CT)  
N. Nagenahalli, Kothanur Post,  
Bangalore – 560077  
Tel: 8123543207/8904343206/9343415401  
Email : principal@aihmctbangalore.com  
Website: www.aihmctbangalore.edu.in**

Registrar  
AIHM & CT  
Bangalore

(Letter to AIHM & CT on the PSA's letterhead)

To  
Registrar & HOA  
AIHM & CT, AWES Campus,  
N Nagenahalli,  
Kothanur Post,  
Bangalore – 560 077

Dear Sir,

**Sub: Your RFP for Deployment of Security Guards**

With reference to your tender notice published in Newspapers on \_\_\_\_\_ and the RFP published in your website with effect from \_\_\_\_\_, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to the supply of Security Guards Services as detailed in your above referred RFP.

**We confirm that we have not been disqualified by any PSUs for deployment of Guards.**

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for three months from the last date for submission of the offer.

We hereby confirm that we have read the terms and conditions given in of the RFP and agree to them fully.

We understand that AIHM & CT is not bound to accept the offer either in part or in full and that AIHM & CT has the right to reject the offer in full or in part without assigning any reason whatsoever.

We enclose herewith a Demand Draft/Pay Order of **Rs 500/- (Rupees Five Hundred only)** favouring 'AIHM & CT Bangalore' and payable at Bengaluru, towards cost of RFP Form. Details of the same areas under:

- Demand Draft/Pay Order No : \_\_\_\_\_
- Date of Demand Draft/Pay Order : \_\_\_\_\_
- Name of issuing Bank : \_\_\_\_\_

We enclose herewith a Demand Draft/Pay Order for Rs. 40,000/- (Rupees forty thousand only) favouring 'AIHM & CT Bangalore' and payable at Bengaluru, being the EMD. Details of the same are as under:

- Demand Draft/Pay Order No : \_\_\_\_\_
- Date of Demand Draft/Pay Order : \_\_\_\_\_
- Name of issuing Bank : \_\_\_\_\_

Authorised Signatories  
(Name & Designation and Seal of the Firm)

(Letter to AIHM &amp; CT on the PSA's letterhead)

**STATEMENT OF CREDENTIALS**

1	Name of the Firm	
2	Nature of the Firm	
3	Year of Establishment	
4	Full Address	
5	Telephone Nos with STD Code Landline : Mobile: Fax No, if any : Email ID:	
6	Whether registered with the Registrar of companies / Registrar of Firms in India, if so, mention Number and Date. Enclose copy of Registration Certificate.	
7	Name of Directors/Partners /proprietor (as the vase may be) with the Address & Telephone No(s)	
8	Name of the Authorised Representatives. Power of attorney signed by the Directors	
9	Number of security personnel on roll as on date.	
10	Indicate ESI Registration /Code No	
11	Indicate EPF Registration /Code No	
12	Indicate GST Registration No and the applicable SAC for the security services (Attach GST Registration Certificate)	
13	Furnish Audited Balance Sheet for the Last 3 year ending previous financial year a. 2018-19 b. 2019-20 c. 2020-21 (Attach copy of Audit Report)	

14	Furnish Income Tax returns for the Last 3 financial year a. 2018-19 b. 2019-20 c. 2020-21 (Attach copy of IT Returns)	
15	Please confirm that you have qualified trained / experienced staff on your payroll to handle this job.	
16	Do you have own infrastructure for Training the security personnel in Karnataka State. If yes, Give details with Photographs (Attach details of syllabus and photos)	
17	Do you have valid licence issued under Private Security Agencies Regulation Act 2005 & Karnataka Private Security Agencies Rules (2008) if Yes, Give Details & enclose a copy.	
18	Do you have credible supervisory infrastructure if yes, Give the details	
19	Registration under Shops & Establishment , (Enclose copy of certificate)	
20	Indicate the main fields of your company's activities. Mention the field giving the Annual Turnover for each field.	
21	Attach certificates certifying your performances	
22	Furnish the names of renowned organisation where you have provided security services in Karnataka in the last 5 years i.e from April 2014 to March 2019(as per Annexure -4)	
23	Give References Site Details Located in Bangalore 1. 2. 3. 4. (Refer Annexure – 5)	

Authorised Signatories  
(Name & Designation and Seal of the Firm)

**ANNEXURE III****VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT (Refer Para 27)**

Please use additional copies of this form if your Company has additional Branches/ Divisions dealing with AIHM & CT

To: Registrar & HOA  
AIHM & CT, AWES Campus, N Nagenahalli,  
Kothanur Post,  
Bangalore – 560 077

The following is a confirmation/ updation of our bank account details and I/we hereby affirm our choice to opt for payment of amounts due to us under various contracts through electronic mode.

1.	Contractor particulars:-	
	(a) Name of the Company	
	(b) Complete Postal Address	
	(c) Pin code/ ZIP code	
	(d) Telephone nos. (with country/area codes)	
	(e) Fax No.: (with country/area codes)	
	(f) Cell phone Nos.	
	(g) Contact persons /Designation	
	(h) Email IDs	

2	(a) Name of the Account holder	
	Complete Bank Account No. (for Electronic Funds Transfer)	
	(c) Account type	
	(d) Bank Name	
	(e) Bank Branch	
	(f) Bank Branch Contact Nos.	
	(g) 11 digit IFS Code (for Bank Branches in India)	
	(h) Swift Code (for Bank Branches not in India)	

3.	Tax Registration numbers: *(Please fill in the applicable fields and attach relevant proofs)	
	(a) Income Tax PAN no.	
	(b) GST No. (if available/ applicable)	
4.	Organisational information	
	(a) Company /Partnership Firm	

I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.  
Name, Seal & Signature of Authorised Signatory

Certified that the Particulars as in Sr. No. 2 above are correct as per our records.

\_\_\_\_\_  
Bank Seal & Signature

**ANNEXURE – IV**

Furnish the names of renowned organizations, where you have provided Security Guards services in Karnataka in the last three years, i.e., from 01 April 2017 to 31 March 2019. (Refer point no 22 of Statement of Credentials – Annexure II).

<b>Name of Organisation with Address</b>	<b>Since when</b>	<b>Average annual payment received</b>

Authorised Signatories  
(Name & Designation and Seal of the Firm)

(Letter to AIHM &amp; CT on the Supplier's letterhead)

Reference Site Details (Located in Bengaluru) ( Refer point no 23 of Statement of Credentials – Annexure II)

1. Name of company	
Address of the company	
Name, designation of contact person with telephone number and e-Mail ID.	Name : Designation : Tele No : Mob No : e-Mail ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	

2. Name of company	
Address of the company	
Name, designation of contact person with telephone number and e-Mail ID.	Name : Designation : Tele No : Mob No : e-Mail ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	



3. Name of company	
Address of the company	
Name, designation of contact person with telephone number and e-Mail ID.	Name : Designation : Tele No : Mob No : e-Mail ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	

4. Name of company	
Address of the company	
Name, designation of contact person with telephone number and e-Mail ID.	Name : Designation : Tele No : Mob No : e-Mail ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	

Authorised Signatories  
(Name & Designation and Seal of the Firm)

(Letter to AIHM &amp; CT on the Supplier's letterhead)

**PRICE BID**

Following table indicates the minimum wages and the base statutory payments per month. Any quote below the base rate will lead to rejection of Tender.( Refer Para 21 of the Tender Document)

SI No	Category	Manpower per Month	Category	Wage per day & %	Minimum Wages for 26 man days including Bonus LWW, NFH, ESI PF, Uniform and Washing Allowance per person/month	
1	Security Supervisor	2	1	Basic	437.38	11372.00
			2	VDA	68.68	1785.60
			3	<b>Total</b>	506.06	13157.60
			4	Bonus on SI No 3	8.33%	1096.03
			5	Leave with wages(15days) on SI No 3	4.81%	632.88
			6	National & Festival Holidays(10days) on SI No 3	3.21%	422.36
			7	<b>Total</b>		15308.87
			8	ESI on SI No 7	3.25%	497.54
			9	PF on SI No 3	13%	1710.49
			10	Uniform Allowance		208.33
			11	Washing Allowance		300.00
			12	<b>Total</b>		<b>18025.22</b>
			13	Reliever Charges	1/6 on 12	3004.20
			14	<b>Total</b>		<b>21029.43</b>
			15	<b>Service Charges</b>	<b>%</b>	
			<b>Total</b>			

SI No	Category	Manpower per Month	Category		Wage per day & %	Minimum Wages for 26 man days including Bonus LWW, NFH, ESI PF, Uniform and Washing Allowance per person/month
1	Security Guard / Lady Guard	8 + 3	1	Basic	398.08	10350.00
			2	VDA	68.68	1785.60
			3	<b>Total</b>	466.75	12135.60
			4	Bonus on SI No 3	8.33%	1010.90
			5	Leave with wages(15days) on SI No 3	4.81%	583.72
			6	National & Festival Holidays(10days) on SI No 3	3.21%	389.55
			7	<b>Total</b>		14119.77
			8	ESI on SI No 7	3.25%	458.89
			9	PF on SI No 3	13%	1577.63
			10	Uniform Allowance		208.33
			11	Washing Allowance		300.00
			12	<b>Total</b>		<b>16664.62</b>
			13	Reliever Charges	1/6 on 12	2777.44
			14	<b>Total</b>		<b>19442.06</b>
			15	<b>Service Charges</b>	<b>%</b>	
<b>Total</b>						

Basic & VDA per day is multiplied by 26 to calculate the Basic & VDA per month. It is mandatory to the pay the above Minimum Wages & Other Allowances by the PSA.

Authorised Signatories  
(Name & Designation and Seal of the Firm)

**AGREEMENT****PROVIDING/OBTAINING SECURITY SERVICES**

This Agreement is entered at \_\_\_\_\_ (Place) on the \_\_\_\_\_ day of \_\_\_\_\_ between Principal, AIHM & CT, N. Nagenahalli, Kothanur Post, Bangalore – 560 077 separately hereinafter referred to as the 'First Party'.

**AND**

The Private Security Agency M/s. \_\_\_\_\_ represented by its \_\_\_\_\_ (designation), Mr./Mrs./Ms. \_\_\_\_\_ (name) and having its office \_\_\_\_\_ (address) hereinafter referred to as the 'PSA' which expression shall wherever the context so admits, means and includes his/ her legal representatives, successors & assignees as the Second Party.

Whereas the First Party requires the services of a Private Security agency for safeguarding its properties and assets,

Whereas the PSA, which is a Private Security Agency providing security guard services has agreed to provide

Whereas the PSA, which is a Private Security services has agreed to provide Comprehensive electronic equipment through 'PSA's Employees' Party's requirements.

Whereas the PSA and the First Party have agreed to enter into a service contract for a period of \_\_\_\_\_ months w.e.f. \_\_\_\_\_ till \_\_\_\_\_ which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining security guards services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnessed as under:

1. The PSA declares that the PSA is in possession of the valid license issued under Section 7 of the Private Security Agencies (Regulation) Act 2005 and the PSA further undertakes that the license will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.

2. PSA shall ensure that Security Guards possessing the required skill and training shall be deployed at the premises of AWES Campus, N. Nagenahalli, Kothanur Post, Bangalore – 560 077. The PSA's Employees shall not be more than 55 years of age for Security Guards at the time of deployment.

3. The PSA hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the PSAs employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005 and the Rules framed there under.
4. The PSA shall ensure that all the PSA's Employees are subjected to basic Training & Refresher training program on regular basis at its cost.
5. The PSA shall ensure that the PSA and their employees deployed with the first party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
6. If the State Law requires the registration of the PSA with the Welfare Board of Security Guards or any such other Board constituted under the State law, such registration shall be ensured by the PSA before deploying their employees with the First Party.
7. The PSA shall ensure that the PSA's Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office.
8. PSA shall provide the names of PSA's Employees to AIFD before their deployment. The PSA shall furnish the names, permanent & local address of the PSA's Employees deployed at First Party's premises from time to time along with their latest photographs thumb impression & signatures.
9. The PSA shall ensure that the PSA's Employees function under general directions of Principal, AIHM & CT and AIFD / Authorised Official of AIHM & CT and perform duty according to the duties given in the Annexure to this Agreement. The PSA shall also ensure that the PSA's Employees deployed at AWES Campus have read & understood their duties.
10. The PSA will provide PSA's Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name-tab, baton, whistle etc) as and when required.
11. Before deployment of their employees, the PSA shall arrange for verification of antecedents of all the PSA's Employees by the police and such verification Certificates shall be submitted to the First Party before deployment of Security Guards or their relievers.
12. After deployment of employees the PSA will not change them before six months if found fit by AWES Management. Any change in employees will be on written information given to Registrar & HOA, AIHM & CT Campus and after due approval.
13. PSA's Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/ major diseases. Wherever required by the First Party, the PSA will provide literate PSA's Employees to perform

the assigned duty efficiently.

14. The PSA will change the PSA's Employee immediately on instructions from the First Party if the performance of that particular PSA's Employee is not acceptable or found physically / medially unfit and decision of the First Party is final in this regard.

15. PSA shall ensure that the PSA's Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The PSA's Employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during their duty hours.

16. Gratification of any kind will not be accepted.

17. **Control Room**. The selected PSA shall establish a separate Control Room with monitors for monitoring various CCTV Cameras at AWES Campus.

18. **Penalty**. AIHM & CT will impose various degrees of penalty for lapses by the security guards like absenteeism, late arrival, doing double shifts, sleeping/missing from place of duty etc by levying one days salary to be deducted (photographic proof will be provided by the first party).

19. **Salary**. Once the Agreement is finalized on the monthly salary of a security guard the same will not be changed or increased within the agreement period.

20. The PSA shall ensure that no familiarity develops between the PSA's Employees and the First Party staff. Further, the PSA shall ensure that the PSA's Employees do not indulge in any activities including money transactions, which may tarnish the image of the First Party.

21. The Security Supervisor from PSA shall report to the Registrar & HOA, AWES Campus / Authorised official of AIHM & CT, at least once a week for the purpose of briefing/debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by Branch/Office. First Party will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by the PSA.

22. The PSA shall ensure that at no point of time during the prescribed duty hours, the PSA's Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and other untoward incidents.

23. PSA shall maintain duty register for each PSA's Employees and get the register checked by Registrar & HOA, AIHM & CT / Authorised AIHM & CT Official, along with timings. In case a PSA's Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to the PSA.

24. The PSA shall maintain upto-date record of PSA's Employees as per the Shops & Establishment act and will discharge all obligations under various Labour Laws viz, EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of PSA's Employees and shall produce these records for verification as when demanded by the First Party.

25. The PSA shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.

26. PSA shall alone decide and be responsible for the leave or absence of the PSA's Employees and First party shall not in any way be responsible for sanction of leave, etc. to the PSA's Employees.

27. PSA shall maintain proper records / details of the PSA's Employees deployed in the branch/office/ATM of First Party. It shall submit monthly bills to the branch/office giving details of the PSA's Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to the PSA by the AWES Campus (AIHM&CT/AIFD) on a monthly basis by crossed cheque or Digital mode drawn in favour of PSA within seven days of receipt of the relevant bill from the PSA. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to the PSA within four days from the date of resolving the discrepancy by the PSA.

28. PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues to PSA's Employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to PSA's Employees and first party will not undertake any liability in relation to such matters.

29. The PSA's Employees shall not claim any employment relationship with First party under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the First Party that he is a employee of the PSA and the written undertaking in original shall be given to the First Party's Office, where he is deployed.

30. PSA hereby undertakes to ensure payment of wages to its PSA's Employees in compliance with Minimum Wages Act and other relevant statues in forces and modified/amended or revised from time to time as per enactment of Central/ State Governments.

31. The PSA hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the PSA alone and the First Party shall not be

liable to pay any excess amount other than the difference between the revised Basic Pay, VDA and the resultant difference in statutory dues, i.e., EPF, Gratuity, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in Service Tax.

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32. The PSA shall pay the monthly wages to PSA's Employees deployed with the First Party by crediting the Savings Bank Account of the PSA's Employees with any bank.

33. PSA shall submit printed receipts for all the payments received from First Party, the PSA shall also furnish the proof of having paid the wages to the PSA's Employees engaged by them within one week of the disbursements of the wages to them and proof of having paid the statutory dues to the concerned authorities on quarterly basis. Non-payment of monthly wages by the PSA to the PSA's employee deployed with First Party will make this contract null and void and will result in termination of the deployment of PSA's employees with the First Party with immediate effect and the First Party will not be required to make any payment to the PSA thereafter.

34. First Party shall not make any direct payment of whatsoever nature to the PSA's Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to PSA and not to the PSA's Employees.

35. PSA shall also ensure that the PSA's Employees do have their own arrangements for their food and beverages.

36. In case of any mishap of whatsoever nature (minor/major/fatal including death during the course of their duty) sustained by PSA's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the PSA and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by the PSA within one month from the date of Demand by the First Party and upon failure of the PSA to do so, the First Party shall have the right to adjust the monthly bills payable to the PSA towards the amount payable by the PSA till the entire dues are wiped off.

37. In the event of theft, pilferage, damage of property of the First Party or any other loss, the First Party shall report the matter to the local police first. The PSA agrees that in case of any loss of cash/materials/other properties of AWES Campus, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the PSA's employee, such loss will be made good by the PSA and all liabilities arising out of such incidents will be fully met by the PSA. If the inquiry reports of the First Party and the PSA are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the PSA shall be paid to First Party within a month of demand and upon failure of the PSA to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are wiped off.



38. Neither the PSA nor any of the PSA's Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the PSA's Employees while on duty.

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39. The PSA's Employees deployed for the security of AWES Campus, Bangalore as per terms of this Agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and PSA's Employees. PSA shall also make it clear to PSA's Employees that they shall not, under any circumstances, claim any right of employment from First Party and the PSA shall continue to be their employer.

40. In return for fixed sum/rates, the PSA shall at its own risk & cost provide services of PSA's Employees as per the requirement of the First Party purely on Contractual basis.

41. PSA undertakes to submit a copy of license from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing security guard services in premises of First Party before deploying their employees with the First Party.

42. PSA states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to PSA and, in turn, by the PSA to PSA's Employees.

43. PSA shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which PSA shall be solely responsible.

44. PSA hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by the PSA or even otherwise.

45. The First Party shall have the right to access all books, records and information relevant to the PSAs employees deployed with the First Party and shall have the right to cause an inspection on the PSA's office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.

46. The PSA shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if a need arises.

47. The PSA shall not sub-contract the security guards' services provided to the First Party to any third party without the prior approval of the First Party.

48. The PSA shall be given three warnings for poor performance for comprising security of AWES Campus and thereafter action will be taken as deemed fit.

49. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the PSA violating any of the terms of this agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the PSA or PSA's Employees,

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the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the PSA receives, from the First Party, the intimation about such violation or non-performance or negligence.

50. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs. \_\_\_\_\_ for each Security Supervisor and Rs \_\_\_\_\_ Security Guard (inclusive of all taxes/rates/charges) and after deducting TDS (if applicable) to PSA for each completed month of services or pro-rata thereof.

51. We the above noted parties have signed this deed of agreement after having understood the contents of this deed on the date and place mentioned above.

\_\_\_\_\_

For AIHM& CT (with seal)

(First Party)

\_\_\_\_\_

For Private Security Agency (with seal)

(PSA/ Second Party)

**GENERAL CRITERIA FOR SECURITY PERSONNEL**

The Security Agency shall ensure that its Security Personnel fulfil the criteria listed hereunder:

1. All Security Personnel should have undergone requisite training prescribed by the competent authority enunciated vide para 5 of the Karnataka Private Security Agencies Rules, 2008.
2. All Security Personnel shall be physically and mentally fit as enunciated under para 6 of the said Rules.
3. All Security Personnel are compliant with terms described in para 16 of the said Rules.
4. Security Personnel shall be well versed in handling Fire equipment including fire hydrants.
5. Prior to assignment of any Duties, Security Personnel shall furnish adequate documentation to the Security Agency, which shall maintain a systematic filing system for each Security Personnel deployed at AWES and such system shall include:
  - a) Application
  - b) Appointment Letter
  - c) Age & Qualification Proof
  - d) ID & Address Proof
  - e) Passport Size Photo
  - f) Specimen Signature and
  - g) Details of Background verification check conducted
  - h) Details of health checks conducted
  - (j) Such other documents as may be required for the purpose of deploying Security Personnel at AWES premises.
6. Security Personnel shall not be involved in any antecedents of misconduct or unethical behaviour. Security Agency shall ensure that the Security Personnel are not involved in any of the following:
7.
  - (a) Rendering false information in the profile, documentation or other

related  
Security Personnel records;

- (b) Producing forged documents;
- (c) Tampering or falsification of records;

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- (d) Suppression of adverse data gathered from background verification or other sources;
- (e) Impersonation or identity theft; and
- (f) Such other misconduct that may be notified by COMPANY from time to time.

8. The minimum requirements for Security Personnel shall be as hereunder:

- a) Graduate [Supervisor] and Matric / SSLC / 10<sup>th</sup> Class Pass [Guard] with good communication capabilities and fluency in two languages – Hindi and English and local language. Age not above 42 years
- b) Minimum height of 5.6' and physically fit with no medical disablements.
- c) Shall be selected after completing an aptitude test.
- d) Shall demonstrate excellent drive and initiative under any adverse conditions / situations.
- e) Shall able to manage the guarding team in an effective and dynamic manner and take full control of any untoward situation.
- f) Shall have 3-5 years of relevant experience in a reputed organization
- g) Shall have the ability to prioritize and exercise good judgment
- h) Shall be responsive to all business related requests
- j) Shall be courteous / service oriented, displaying a high security image at all times
- k) Shall be neat and tidy in appearance, at all times
- l) Shall possess broad working knowledge of location security Posts, security related equipment, electronic monitoring systems and understand security related procedures and site layouts.

Performance Bank Guarantee

Guarantee No: \_\_\_\_\_

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

In consideration of AWES Campus, Bangalore having its office at AIFD,N. Nagenahalli, Kothanur Post, Bangalore – 560 077. hereinafter referred to as the 'First Party' which expression shall, unless repugnant to the contest or meaning thereof, include its successors, administrators and assigns) having selected and intimated M/s.

\_\_\_\_\_ (Name of PSA) having its registered office at

\_\_\_\_\_ (Name & Address of Vendors H.O.)  
(hereinafter referred to as the "Second Party" which expression shall unless repugnant to the context of meaning letter No. \_\_\_\_\_ dated

\_\_\_\_\_ for providing comprehensive security service/cover to AWES premises, the Second Party has agreed to furnish a Bank Guarantee valued at Rs. 1,00,000/- (Rupees one lakh only) to keep the "First Party" indemnified from time to time for any breach of terms of the "Agreement" the Second Party is to enter with the First Party.

We

\_\_\_\_\_ (Name and Address of Bank) (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the "First Party", on demand any and all moneys payable by the "Second Party" to the extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as aforesaid at any time up to

\_\_\_\_\_ (Date), without any demur, reservation, contest, recourse or protest and without any reference to the "Second Party".

Any such demand made by the "First Party" on the 'Bank' shall be conclusive and binding notwithstanding any difference between the "First Party" and "Second Party" or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the "First Party" and further agrees that the guarantee herein contained shall continue to be enforceable till the "First Party" discharges this guarantee. The Bank shall not be released of its obligations under these presents by any exercise by the "First Party" or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

We \_\_\_\_\_ the Bank further agree that the "First Party" shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Agreement entered into between the "First Party" and the "Second Party" for providing security guards for the "First Party" or to extend time of performance of its obligation by the "Second Party" from time to time or to postpone/forbear for any time or from time to time any of the powers exercisable by the "First Party" against the "Second Party" and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the "Second Party" or for any forbearance, act or omission on the part of "First Party" or any indulgence by "First Party" to the "Second Party" or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

The Bank also agrees that the "First Party" as its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the "Second Party" and notwithstanding any security or other guarantee that the "First Party" may have in relation to the "Second Party" liabilities.

The Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the "First Party", made in any format, raised at the above mentioned address of the Bank, in order to make the said payment to the "First Party".

The Bank hereby agrees and acknowledges that the "First Party" shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

The Bank acknowledges that this guarantee is not personal to the "First Party" and may be assigned, in whole or in part, (whether absolutely or by way of security) by the "First Party" to any entity to whom it is entitled to assign its rights and obligations under the Guarantee.

This Guarantee shall not be affected in any manner by reason or merger amalgamation, restructuring, liquidation, winding up, dissolution or any other changes in the constitution of the Guarantor Bank.

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. .... (Rupees .....).
- (b) This Bank guarantee shall be valid up from \_\_\_\_\_(Date) to \_\_\_\_\_ (Date).
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the First Party serves upon us a written claim or demand on or before \_\_\_\_\_ (Date).
- (d) At the end of the claim period that is on or after \_\_\_\_\_ (Date), all the right of "First Party" under this guarantee shall stand extinguished and we shall be discharged from all liabilities under this guarantee.

Witness

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ (month, year) at \_\_\_\_\_ (Place)

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_

Official Address \_\_\_\_\_ Designation with Bank Stamp