

ARMY WELFARE EDUCATION SOCIETY 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, N.NAGENAHALLI,  
KOTHANUR POST, BANGALORE – 56 00 77

ARMY WELFARE EDUCATION SOCIETY CAMPUS  
N.NAGENAHALLI, KOTHANUR POST,  
BANGALORE – 56 00 77

**REQUEST FOR PROPOSAL**

**PROVISIONS OF COMPREHENSIVE SECURITY SERVICES/ COVER**

1. Sealed offers in two-bid system are invited from registered Private Security Agencies (PSAs) having their own office in Bengaluru, Karnataka for providing comprehensive physical and electronic Security Services/Cover to Army Welfare Education Society Campus, N. Nagenahalli, Kothanur Post, Bangalore – 560 077.
2. This shall include 24 hours guarding, monitoring of CCTV Cameras (already installed), roving patrols and extra guards on weekends/special occasions. There will also be a requirement of vehicle checking and monitoring of electronic barriers.
3. RFP Forms can be downloaded from the AIHM & CT website ([www.aihmctbangalore.com](http://www.aihmctbangalore.com)) and can be submitted along with the Techno-Commercial Offer on payment of Rs 1,000/- (Non-Refundable) by way of Demand Draft/Pay Order in favour of AIHM & CT, Bangalore payable at Bangalore.

Date of issue of RFP	- 11 Feb 2017.
Pre Bid Meeting	- 17 Feb 2017 11 AM (1100 h).
Last date for submission of RFP	- 03 Mar 2017 upto 11 AM (1100 hrs).
Opening of Technical Bids	- 03 Mar 2017 at 12 PM (1200 h).
Opening of Commercial Bids	- To be intimated later.

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.

## **SCOPE OF WORK**

1. Army Welfare Education Society Campus, (hereafter addressed as AWES Campus), Bangalore is located at N. Nagenahalli, Kothanur Post, Bangalore – 560 007. A layout chart of the AWES Campus is attached as an appendix to the RFP.
2. AWES Campus, Bangalore is situated in an area of 12 acres and one hostel building (KMT) out side the campus works under the aegis of Army Welfare Education Society.
3. Two Institutes ie 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.
4. The Campus, due to its nature of functioning is frequented by the students and parents and is well attended.
5. AWES Campus houses the following facilities within its premises which are exclusively for use by the members: -
  - (a) Two Academic blocks.
  - (b) One Girls Hostel.
  - (c) Two boys hostel (one outside the Campus 200 mtrs away).
  - (d) One student mess building.
  - (e) Power station, STP, water tank and allied facilities including vehicles.
  - (f) Faculty and staff quarters.
  - (g) ATM machine installed by State Bank of India.
6. In the present scenario, the existing security facilities are as under : -
  - (a) AWES Campus is secured with a perimeter wall and one main gate which is to be 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.
  - (b) Security services are being provided by one of the firms, based on the security assessment and the firm was accordingly tasked to provide a specific number of unarmed guards.

7. Services Required. 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 into and out of AWES Campus and prevent pilferage of every sort.
- (d) Ensure that the perimeter walls are not plastered 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.
- (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 outside people 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) Inform 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 knowledge 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 (not private cars) entering and exiting the AWES Campus premises.
- (o) Carry out physical checking 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.

## 8. Miscellaneous Issues.

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

(c) It is up to the firm / vendor to decide upon the number of comprehensive physical and electronic security services/cover to AWES Campus will be required to provide the above mentioned services. It will be however ensured that all statutory provisions related to employment of manpower are strictly adhered to. Any violation of the statutory provisions with regard to the employment of manpower will be seriously viewed and may result in the termination of the contract as it is the responsibility of the principal employer that all the statutory provisions are met in letter and spirit.

## **Pre Bid Meeting**

9. A pre bid meeting is scheduled to be held on 17 Feb 2017 at 1100 AM. A comprehensive presentation will be given by the AIHM & CT with regards to the requirement of the AWES Campus and queries, if any, will be addressed.

## **TERMS AND CONDITIONS**

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

9.2 The duties and responsibilities of comprehensive physical and electronic security services/cover to AWES Campus as expected by AWES are mentioned in detail in 'Agreement' format given in Annexure-V. The 'Agreement' format is final and not open to any modification.

9.3 Any delay in deployment over the stipulated period will attract penalty of 3.5% of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. AWES reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by AWES to the supplier or from the Bank guarantee.

9.4 The work order for deploying security guards / armed guards in branches/office in Karnataka Sate will be given only to those eligible and empanelled Security Agencies having offices in Bengaluru.

9.5 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. The PSAs should quote consolidate offer for the entire period of contract and no revision of salary during the period of contract would be allowed whatsoever case may be including review of rates.

## **ELIGIBILITY CRITERIA FOR SHORT-LISTING**

10. 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) Those PSAs who have provided Security Service to AWES Campus and whose performance was found wanting are not eligible to apply.
- (b) PSAs should be either registered companies or registered partnership firms reputed for providing security guards' services.
- (c) PSAs should have obtained a license in accordance with section 4 & 7 of the Private Security Regulation Act 2005.
- (d) PSAs should have their own infrastructure for training their guards in Karnataka State.
- (e) PSAs should have credible Supervisory Infrastructure and network.
- (f) PSAs should have Income Tax PAN and should have submitted IT returns for the last three years.
- (g) PSAs should have audited Profit & Loss Accounts for the past three years and the average turnover of the PSA in the last three years should not be less than one Crore rupees.
- (h) PSAs should have Registration under Shops & Establishments Act.
- (j) PSAs should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.
- (k) PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been submitting EPF contribution online.
- (l) PSAs should have Documents proving compliance of Minimum Wages Act 1948, as updated from time to time, and other labour laws and rules.
- (m) PSAs should have at least their one office with telephone & fax/Email facility within Bangalore and office should be manned during normal working hours.
- (n) PSA should be **minimum three years of experience** providing Security Guard's service to public sector banks or public sector undertakings.

11. (a) 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.
- (b) 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.
- (c) 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.
- (d) PSAs will be required to produce all original documents for verification by authorised staff of AWES Campus whenever they visit PSAs Office for inspection of training infrastructure and other credentials of PSAs.
- (e) Intending PSAs should furnish details about their firm as per (Annexure-II).**

12. **TWO BID SYSTEM OFFER**

The offer will be two parts, Technical Bid and Commercial Bid. Both the parts should be submitted in separate sealed covers duly superscribed "**Technical Bid for Security Guards Services**" and "**Commercial Bid for Security Guards Services**" respectively and both sealed envelopes should be placed in another sealed envelope superscribed "**Offer for Security Guards Services**". The tenders for deployment of security guards/armed guards for AWES Campus should be dropped in the Tender Box at Army Institute of Hotel Management & Catering Technology, Bangalore.

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 AWES Campus, 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 his 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 successful PSAs will be released only after satisfactory deployment of security as per contract.

14. **PERFORMANCE BANK GUARANTEE**

Before entering into an agreement the selected PSAs should submit a Bank Guarantee of Rs. 1,00,000/- (Rupees one lakh only) valid for a period of 06 months from the date of issue of the Bank Guarantee, issued by a scheduled commercial bank favouring AWES Campus, Bangalore payable at Bengaluru. (Annexure-VI)

## 15. **TECHNICAL Bid**

The Technical Bid should be complete in all respects and should contain all information asked for in this document. It should not contain any price information. The Technical Bid 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 Army Institute of Hotel Management & Catering Technology 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 by AWES will be rejected and returned unopened to the Bidder.

## 16. **Commercial Bid.**

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

## **PRICE COMPOSITION**

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

17.2 AWES 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/authorised representatives may be present at the time of opening of Price Bids.

18. **NO ERASURES OR ALTERATIONS.** Technical and commercial details must be completely filled up. Corrections or alterations, if any should be authenticated.

## 19. **AGREEMENT BETWEEN THE PSA AND AWES**

The successful PSAs shall execute an Agreement with AIHM & CT 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 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 11 & 15 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 10 above will be rejected.

21.3 **Stage III:** Short-listing of supplier(s) based on proof documents submitted, site visits by AWES 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**

AWES 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 **12 PM on 03 Mar 2017**. 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 by AWES (if any), it will be treated as breach of contract. AWES 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 AIHM & CT 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 AWES Campus. 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.

26. **Standards expected**

(a) Security Guards provided by PSA shall not be more than 55 years of age at the time of deployment.

(b) The Guards should be literate, medically fit and mentally sound. They should possess good physique to perform all duties of Guard assigned by AWES. They should be smartly and fully dressed at all times.

(c) The duty time of the Guards will be 08 hours per day in uniform provided by the PSA (which includes Shoes and cap). PSA has to arrange for a reliever on the mandatory weekly off days.

(d) PSA has to arrange for drinking water and first aid box complying with the labour laws.

27. **Character & Antecedent Verification**

Before deployment of their security guards, the PSA should arrange for verification of the antecedents of the guards by the police and such Verification Certificate by the police should be submitted by the PSA to AWES before deployment of the guard.

28. **Control Room**. The selected PSAs shall establish a separate Control Room with monitors for monitoring various CC TV Cameras at AWES.

29. **Penalty**. AWES will impose various degrees of penalty for lapses by the security guards like absentism, 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 where feasible).

30 **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.

31. **Compliance with Contract Labour Act**. The selected PSAs shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules and all other applicable Labour Laws/Rules time to time.

32. **Right to alter quantities & repeat order**

AWES will be free to either reduce or increase the number of Security Guards to be deployed on the same terms and conditions. In general, AWES reserves the right to alter.

33. **For further clarifications, if any, you may contact at the following address:**

AIHM & CT, AIFD  
N. Nagenahalli  
Kothanur Post  
Bangalore – 560 077  
Tele No : 08064543206/07 and 08060669002  
Email: [principal@aihmctbangalore.com](mailto:principal@aihmctbangalore.com)  
[aifdonline@gmail.com](mailto:aifdonline@gmail.com)  
website : [www.aichctbangalore.com](http://www.aichctbangalore.com)

34. Registered Companies and Partnership Firms having their own offices in Bengaluru, and are interested in our proposal for deployment of unarmed Security Guards conforming to the aforesaid terms and conditions may send their offers to Principal, AIHM & CT, AWES Campus, N. Nagenahalli, Kothanur Post, Bangalore – 560 077.

**Annexure – I**

(Letter to AIHM &amp; 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 News papers 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 at the Annexure-V of the RFP and agree to them fully.

We understand that AWES is not bound to accept the offer either in part or in full and that AWES 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. 1000 (Rupees One Thousand 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. 20,000/- (Rupees twenty 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, seal of the firm)

**Annexure-II**

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

**PSA PROFILE**

1. Name of the Organisation and Address:
2. Year of Establishment:
3. Status of the firm:  
(Whether Pvt. Ltd. Company/Public Ltd. Company / Partnership Firm)
4. Name of the Chairman/MD/CEO/Country Head (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India, if so, mention number and date and enclose Registration Certificate copy.
6. a) Name and address of Bankers:
  - i)
  - ii)b) Turnover of the Company/Firm in 2013-14, 2014-15 and 2015 - 16:  
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the years 2013-14, 2014-15, 2015 - 16 as proof documents)  

2013-14	:
2014-15	:
2015-16	:
7. Whether registered for Service Tax purposes. If so, mention number and date.
8. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income Tax clearance certificate and submitted IT returns for the last three years.

9. Is the Company/Firm a supplier of Security Guards Services? If yes,
- (a) Mention the address and phone numbers of the company's offices in the districts mentioned in the RFP
- (b) Give the earliest date of opening of an office in the districts mentioned in the RFP
- (c) What are your main fields of activities? Mention the fields giving the annual turnover for each field.
- (i)
- (ii)
- (iii)
10. Since when and how long your Company/firm has been supplying Security Guards services?
11. If you have been prequalified by other corporate bodies and public sector banks for supply of Security Guards Services, furnish their names and date of empanelment.
12. Furnish the names of renowned organizations, where you have supplied Security Guards services in Karnataka in the last three years, i.e., from 01 April 2013 to 31 March 2016.

Name of Organisation with Address	Since when	Average annual Payment received


(Please attach copies of their orders or payment proof)  
A separate sheet may be attached if the above space is inadequate

Details of Security Supervisory Staff

Sr.No	Name	Qualification	Post Held	Experience

1. I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any contract made between ourselves and AWES Bangalore on the basis of the information given by me / us can be treated as invalid by the AWES Bangalore and I / We will be solely responsible for the consequence.

2. I / We agree that the decision of AWES, Bangalore in selection of PSAs will be final and binding to me / us.

3. All the information furnished by me / us above here is correct to the best of my / our knowledge and belief.

4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and / or in the accompanying sheets.

Place:

Date:

SIGNATURE:

Name & Designation & seal of the  
Company



**Annexure – III**

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

**Reference Site Details (Located in Bengaluru)**

(1) Name of the company	
Address of the Company	
Name, designation of contact person with telephone No. and e-mail id	Name : Designation : Landline No. : Cell No : E-mail id :
Details of Security Guards Services in last 3 years (Ref. No., date of order and quantity)	

(2) Name of the company	
Address of the Company	
Name, designation of contact person with Telephone No. and e-mail id Landline No. : Cell No : E-mail id :	Name : Designation : E-mail id :
Details of Security Guards Services in last 3 years  Ref. No., date of order and quantity)	

(3)Name of the company	
Address of the Company	
Name, designation of contact person with Telephone No. and e-mail id	Name : Designation : Landline No. : Cell No : E-mail id :
Details of Security Guards Services in last 3 years Ref. No., date of order and quantity)	

AUTHORISED SIGNATORY

**Annexure  
IV**(Letter to AIHM & CT on the Supplier's  
letterhead)**COMMERCIAL BID**

Ser No	Payment Details	Percentage on Sr. No. 1	Security Guards(Without Arms)	Security Supervisor Without arms
1	Basic plus Variable Dearness Allowance (VDA)	N.A.		
2	Employees Provident Fund(EPF)			
3	Gratuity			
4	Employees State Insurance (ESI)			
5	Employees Deposit Linked Insurance (EDLI)			
6	Admn Charges to PF & EDLI Authority			
7	Bonus			
8	Other Charges, if any			
a)	Uniform @ 5% of[Basic + VDA]			
b)	Washing Allce			
	<b><u>TOTAL</u></b>			
9	Charges for Weekly Off/ Approved Holidays			
10	<b><u>Total Cost Per Head</u></b>			
11	Service Charge			
12	<b><u>Sum Total</u></b>			

**Notes:**

1. Payment details at Serial Numbers 1-6 are mandatory charges and should conform to the relevant legal/statutory provisions in vogue. Payment of Minimum Rates of mandatory payments and charges to security guards is the responsibility of the PSA, and rates quoted must be supported by certified copies of latest Government Notifications as valid. AWES, Bangalore will not be responsible for non-adherence to minimum wages by the PSA, and the PSA will be responsible to resolve any and all legal representations in this regard.

2. Basic & VDA (Ser. No. 1) should conform to the minimum wages fixed and revised from time to time, by the Government of Karnataka for Bangalore (Urban). The minimum rates of wages also include the wages for the weekly day of rest. The entire price bid, including allowances as a percentage of Basic+VDA shall be as per Notifications issued and revised from time to time for Bangalore (Urban) by the Government of Karnataka.

3. Pro-rata bonus payment will be paid every month by PSA and shown in wage slip.

4. The PSA must ensure that the Security Guards are given all dues reflected. Proof of same is required to be provided regularly. Failure to pay dues will invite disbarment.

**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 guards services has agreed to provide Comprehensive physical & electronic guards and to electronic equipment through 'PSA's Employees' the First Party as per the First 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 witnesseth 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 frames 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 AIHM & CT 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 AWES 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, AWES 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 / medically unfit and decision of the First Party is final in this regard.

15. The 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 CC TV Cameras at AWES Campus.
18. **Penalty**. AWES 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 AWES, at least once a week for the purpose of briefing/debriefing. He must carryout 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, AWES Campus / Authorised AWES 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 AIHM & CT on a monthly basis by crossed cheque 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.

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.

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,

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 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)

**ANNEXURE VI****Performance Bank Guarantee**

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

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

In consideration of AWES Campus, Bangalore having its office at AIHM & CT, N. Nagenahalli, Kothanur Post, Bangalore – 560 077. hereinafter referred to as the 'First Party' which expression shall, unless repugnant to the context 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. 1,00,000/- (Rupees one lakh only) 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. 1,00,000/- (Rupees one lakh only).

(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 \_\_\_\_\_ Name \_\_\_\_\_

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