

INVITATION OF TENDER

(For Security Services at IASRI)

Note :- all the communications must be addressed to the Assistant Administrative Officer IASRI, New Delhi - 110012.

Telegraphic Address :- AGRIRESTA, New Delhi.

From :-

**Assistant Administrative Officer,
Indian Agricultural Statistics Research Institute ,
(ICAR),
Library Avenue,
Pusa, New Delhi - 110012.**

To

Dear Sir(s)

On behalf of the Director, Indian Agricultural Statistics Research Institute, New Delhi tenders are invited for Annual Job contract of Security Services at IASRI(ICAR), Pusa, Library Avenue, New Delhi -12. The terms and conditions of the contract which will govern the contract made are those contained in the general conditions of contract applicable to the contract placed by the Institute and the special terms & conditions detailed in the tender form and its schedules. Please submit your tender if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of Rs.15,000/- (Rupees fifteen thousand only) must be deposited in the form of Demand Draft / Banker Cheque in favour of Director, IASRI and payable at New Delhi. The particulars of the earnest money deposited must also be superscribed on the top of the envelop by indicating the number and date of the Demand Draft. The tender will not be considered if the earnest money is not sent with the tender.

3. The tenderer is being permitted to tender in consideration of the stipulation on his/her part that after submitting his/her tender, he/she will not refuse from his/her offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the foregoing stipulation the EMD amount will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to them after he/she has applied for the same, in the manner prescribed by the Council.

4. The schedule I and II of the tender form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tender.

5. *The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he /she signs it in the capacity of (i) as sole proprietor of the firm or constituted attorney of such sole proprietor of (ii) a partner of the firm if it is a partnership in which case he/she must have authority to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm it is a company.*

6. *In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to sign such and if, on enquiry it is found that the persons so signing without authority, the Institute will cancel the contract and hold the signatory liable for all costs and damages. Such page of the tender and the schedules to the tender and annexures, if any, should be signed by the tenderer(s).*

7. *The tender is to be enclosed in a sealed cover & duly superscribed "Tender for the Annual Contract of Security Services at IASRI". Right is reserved to reject outstation tenders. Tender to be hand delivered should be put in the tender box kept at 1st Floor of the Admn .cum.-Trg Block of the Institute not later than 1.00 P.M. on the last date of receipt. Tender can also be sent by Registered post but the Institute shall not be held liable for late receipt of tenders due to postal delay and other reasons.*

8. *The tenderer is at liberty to be present or to authorise a representative to be present at the opening of the tender on the last date of receipt on 18-9-2010 at 2-30 P.M. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in the tender. Please also state the name and address along with telephone of your permanent representative, if any.*

9. *If the contractor does not fulfil the terms & conditions of the contract i.e. delay in completin, not maintaining progress or bad work etc. penalty upto 10% of the total contracted amount of the Annual Contract can be levies by the Director, IASRI. If the work is pending for more than one month of the stipulated time, the Director, IASRI has the right to cancel the contract and the incomplete work of the contract will be awarded to other contractor. In that case the amount of EMD/Security Deposite of the contractor will be forfeited and no payment will be made to defaulter Contractor.*

10. *Acceptance by the institute will be communicated by telegram, express letter /Fax / E-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the telegram/express letter etc. should be acted upon immediately.*

Yours faithfully

(P.S. RAI)

ASSISTANT ADMINISTRATIVE OFFICER

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT

1. BUILDINGS AND THEIR LOCATION

ADMN.-CUM-TRG. BLOCK, SAMPLE SURVEY BLOCK, COMPUTER BUILDING AND GUEST HOUSE are adjoining buildings(near Instt. of Hotel Management), situated at "R" Block Rajinder Nagar Crossing and Dev Prakash Shastri Marg leading to the Inderpuri, New Delhi. The other details are as under:-

2. SERVICES REQUIRED

- (a) Main Entrance Gate of the Instiute's Building to be manned for 24 hours.
- (b) Krishi Niketan Residential Colony, Paschim Vihar, New Delhi
- (c) Parking lot & surrounding area to be manned properly

The approximate requirementsd are shown in Table below:-

S.No	LOCATION	SECURITY PERONS	
		Supervisor	Guards
1.	Instt.'s Main Entrance Gate including Patrolling Duty of the Campus	1	9
2.	Sukhatme Hostel		3
3.	Panse Hostel (Guest House)		3
4.	Computer Building		3
5.	Krishi Niketan Residential Colony, Paschim Vihar, New Delhi- 110063		3
	Total	1	21

3. SERVICES :

The entire open area and the built up area in all the buildings will have to be maintained from Security angles. Complete security of the building and its properites shall vest fully with the approved contractor who shall be held accountable for any loss of property /material etc. from the building/campus as per the detail given below:-

- (a) The selected agency shall provide necessary persons for Security services at the IASRI strictly as per the Charter of Duty and terms and conditions mentioned in the tender Form under the Minimum Wages Act. . The agency shall employ good and reliable persons with robust health and clean record preferably within the age group 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the Institute, the Institute shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.

(b) *The personnel engaged by the agency for this job contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the personnel so engaged by the contractor.*

(c) *The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum Wages Act and the Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel. As per the orders of the Govt. of India/ICAR, the Agency is required to make the payment of the salary/wages to their employees through Cheque.*

(d) *The Institute shall not directly or indirectly engage any personnel of the agency during the period of contract.*

(e) *The Institute shall provide necessary accommodation within the premises of the building only for the personnel to be relieved or waiting for mid-night shifts for performance of their duties for security purposes. Shift of more than 8 hours will not be allowed for any persons deployed for security.*

(f) *All the persons deployed will perform their duty in proper uniforms and will maintain a smart turnout. The agency shall, at its own cost, provide suitable uniforms (Summer & Winter) to the personnel.*

(g) *The tenderer will also have to furnish particulars relating to ESI, EPF, Registration Under Contract Act, turnover, infrastructure & Income Tax clearance certificates etc.*

(h) *Necessary enlisting/police verification of the firm and its workers is also required.*

(i) *The agency shall furnish experience of performing job contract of Security services in reputed Govt./Semi Govt. building and organizations/Institutions.*

(j) *The contractor will make the payment of the salary for their worker before the representative appointed by the institute and the representative will give following certificate that the amount shown in the master roll for the month of-----has been made to the security personnel of the contractor in my presence on-----*

(k) *If the contractor fails to provide satisfactory services a maximum deduction of 10% will be made from the bill amount.*

4. ELIGIBILITY CONDITIONS

(a) *The firm should at least have five years of experience of performing job contract of Security Services in reputed Govt./Semi Govt./Govt. undertaking/University establishment.*

(b) *The firm should have a turnover of Rs. 10 Lakhs p.a. in past three years.*

(c) *The firms should have at least 22 Security Guards/Supervisor registered under ESI. & EPF.*

(d) *The firm should also fulfil the statutory and welfare requirements in respect of its employees.*

5. TERMS OF THE CONTRACT

Initially the terms of the contract will be for one year. On the expiry of the contract or on its termination, the institute reserves the right to renew the contract on monthly/ yearly basis on the terms and conditions that may then be mutually agreed upon.

6. MODE OF PAYMENT

The agency shall submit monthly bills for the job performed during the preceding month on the first working day and the Institute shall make payment by means of crossed cheque drawn in favour of the agency.

7. TERMINATION

This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched at the address herein given under registered post.

8. LOSS AND / OR DAMAGES

In case of any loss or damage done to the property of the Institute by the personnel provided by the agency for security duties at the main Gate of the Institute, full damages will be recovered from the agency and decision of the competent authority of the Institute shall be binding on agency.

9. SECURITY DEPOSIT:

The selected agency will have to make a security deposit (refundable) of Rs. 60,000/- (Rupees sixty thousand only) through Demand Draft drawn in favour of Director IASRI New Delhi within two weeks from the award of the contract. This will be adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency.

10. The contractor is advised to do a complete survey on his own of all the buildings before offering rates

11. The tender is likely to be terminated in case the conditions in the agreement are not fulfilled.

12. The contractor is advised to have a complete survey of the buildings before offering rates.

TERMS & CONDITIONS FOR THE SECURITY GUARDS/SUPERVISOR
(PART – II)

1.	<i>The guard should be healthy, desirable physique and proper experienced and may be shuffled from time to time.</i>
2.	<i>The Guard should be able to communicate in Hindi and also in English if possible.</i>
3.	<i>The guard shall perform one shift per day, double duties are not allowed.</i>
4.	<i>The guard should not develop social relationship with IASRI staff.</i>
5.	<i>The guard should be provided with uniform, whistle, torch, lathi etc.</i>
6.	<i>The guard should wear neat uniform while on duty alongwith identity cards.</i>
7.	<i>They should not leave the point unless and until the reliever comes for shift duties.</i>
8.	<i>The Security supervisor will maintain all the registers which are kept at the main gate and other points.</i>
9.	<i>They have to verify all the office building room after 4.30 P.M. to ensure as to all buildings are locked properly.</i>
10.	<i>From 10.00 P.M. to 6.00 A.M. one security supervisor must be on patrolling duty in the campus by rotation and while patrolling he should check all the locks of buildings including pump houses.</i>
11.	<i>They should not give lenient or casual impression in the duties and they should be alert and attentive.</i>
12.	<i>They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.</i>
13.	<i>They should observe movement of all the staff, Labourers and visitors etc.</i>
14.	<i>All the vehicles are to be parked in the parking place only. The vehicle should be checked by the Security Guard on duty while coming inside and while going out also.</i>
15.	<i>The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any security supervisor/security guards going on leave under intimation to this office.</i>
16.	<i>Changing of Security Supervisor/Security Guards should be intimated to the Caretaker.</i>
17.	<i>Patrolling to the identified points to be carried out every hour in the night.</i>
18.	<i>The security staff should follow the codal formalities of Security System while on duty.</i>
19.	<i>The Security personnel should ensure that pass has been issued by the competent officers for the items taken out of the campus of the Institute. In case of any doubts, they should immediately contact the Officer-in-charge, Security.</i>
20.	<i>The Security personnel should follow strict attendance and alternative arrangement are to be made by the agency whenever any security supervisor/security guards going on leave under intimation to this office.</i>

CHARTER OF DUTIES FOR SECURITY SERVICES AT IASRI	
<u>S.No.</u>	<u>DETAILS</u>
1.	<i>Ensure proper locking /unlocking of all doors and windows and report the Caretaker and officer concerned immediately.</i>
2.	<i>Ensure that no unauthorised person or vehicle get entry into the guarded premises in a irregular manner.r</i>
3.	<i>To regulate traffic and ensure proper parking of vehicles.</i>
4.	<i>Conduct regular patrol along the specified beats.</i>
5.	<i>No stray cattle get access to the guarded area .</i>
6.	<i>To check pilferage and implement anti theft measures.</i>
7.	<i>Check/control /search staff engaged by any other contractor or person having access to the building.</i>
8.	<i>Be conversant with the location of fire alarm switches and hydrant and fire extinguisher and operate them in case of need and assist the fire brigade their operation.</i>
9-	<i>Allow no unauthorised persons except the staff members with the permission of competent authority in the guarded area.</i>
10	<i>To maintain complete record of visitors.</i>
11.	<i>To maintain record of incoming and outgoing vehicles wherever applicable .</i>
12.	<i>To report unusual events in suspicious circumstances occuring in the area of the premises.</i>
13.	<i>To keep record of staff members/students who are required to sit beyond office hours or attend office on Saturdays/Sundays and Closed Holidays in a register and obtain their signatures.</i>
14.	<i>Any other items of work assigned with the approval of the competent authority.</i>

**TENDER FOR ANNUAL CONTRACT FOR SECURITY SERVICES AT IASRI, NEW
DELHI – 110012**

*Full Name and address of the tenderer in
Addition to address and other relevant information
Needed for the complete Address :-*

*Telephone No.
Telegraphic Address*

From :-

*To
The Asstt. Administrative Officer
Indian Agricultural Statistics Research Institute,
Library Avenue,
Pusa, New Delhi – 12.*

*Sir,
I/we have read all the particulars regarding the general information and other terms and conditions of the
Annual contract for Security Services at IASRI, Pusa New
Delhi-12 and agree to provide the services as detailed in schedule here or to such portion thereof as you
may specify in the acceptance of the tender at the rates given in schedule attached " I and II"to this tender.
We shall be bound by a communication acceptance dispatched within the prescribed time.*

*2. I / we have understood the terms and conditions for the contract and shall provide the services strictly in
accordance with these requirements.*

*3. The following pages have been added to and form part of this Tender _____
_____. The schedules I and II to accompany this tender are
at page Nos. _____*

4. Total number of pages(please number the pages)

Signature of Tenderer with date

Address _____

Signature of witness _____

Address _____

SCHEDULE OF TENDER

1. Last date of receipt of Tender :- 18.9.2010 upto 1:00 p.m.

2. Date of opening of Tender:- 18.9.2010 at 2:30 p.m.

The rates tendered will be valid for a period of one year from the date of accepting the rates.

1. SECURITY SERVICES

a) Total monthly charges (as per minimum wages Act as applicable in NCR, New Delhi) for maintaining the proper Security Services at IASRI Main Entrance Gate strictly as per the terms & conditions of Tender Form and Charter of duties mentioned in the Annexure -I of tender form after without service charge will not be accepted :-

A) Monthly wages (as per minimum wages Act as applicable in NCR, New Delhi)							
FOR OFFICE MAIN ENTRANCE GATE							
S. No.	Security Personnel required in three shifts for	<u>Salary/wages details</u>					<u>Total</u>
(1)	(2)	(3) Wages	(4) ESI	(5) EPF	(6) Other Allowances	(7) Service Charges %	(8)
1.	Security Guards - 6						
2.	Security Guards for Patrolling Duty -3						
3.	Security Supervisor (daily from 10.00Am to 6.00PM) -1						
Total(3+4+5+6+7)							
B) Part-II							
S. No.	Security Personnel required in three shifts for (one S/Guard in each shift)	<u>Details of Monthly Salary/wages</u>					<u>Total</u>
(1)	(2)	(3) Wages	(4) ESI	(5) EPF	(6) Other Allowances	(7) Service Charges %	(8)
1.	Security Guards - 12						
2.	Security Guards for the following location- i) Sukhatme Hostel ii) Panse Hostel (Guest House) iii) Computer Building iv) Krishi Niketan Paschim Vihar, New Delhi						
Total(3+4+5+6+7)							
GRAND TOTAL(A+B)							
(Rupees)							

DECLARATION:

I ACCEPT ALL THE TERMS & CONDITIONS OF THE TENDER.

SIGNATURE _____

NAME & ADDRESS OF THE FIRM _____

Address _____

DATED _____ *PHONE NO.* _____

PART-I**SCHEDULE - II**

1	Name of the firm/agency	<u>Information furnished (with Proper Supporting Documents)</u>
2	Constitution of the Firm / Agency a) Indian Companies Act 1956 b) Indian partnership Act, 1932: (please give names of partners) c) Any other Act, if any,	
3	The Indian Partnership Act, 1932, please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration. iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be	
4	Name and Full address of their Bankers	
5	Registration Number of the firm	
6	ESI No. of Firm	
7	EPF No. of Firm	
8	Registration No. under Contract Act	
9	Service Tax Registration no. of the firm	
10	PAN Number	
11	Experience in no. of years (Name and address of client department may be indicated.)	
12	Turnover of last 5 years. (Certified copy be attached)	
13	Number of Guards / supervisor registered under ESI & EPF	
14	Whether registered with the Delhi Police (please attach certificate)	

All the above information of Part I of schedule II must be accompanied with the certified copies of the documents.

SCHEDULE - III

Part – II

1. Detail of the Earnest Money Deposited

<i>S. No</i>	<i>Demand Draft No.</i>	<i>Date</i>	<i>Name of the Bank drawn on</i>	<i>Amount</i>

Part – III

***1. Name and address of the firms representatives
and whether the firm would be represented
at the time of opening of the tenders.***

Dated :- _____

Place :- _____

Authorised Signatory _____

Please add supplementary pages to be numbered wherever needed.

DRAFT OF AGREEMENT TO ENTERED BY THE SECURITY AGENCY
(PART - I)

1. *The security agency shall carryout the security and watch & ward of the Institute as per the requirements and instructions given to them by Institute from time to time for a period of one year w.e.f. October 2010 to September 2010 The entire open area and the built up area will have to be maintained from security angles. Complete security of the building and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from the building/campus.*
2. *The one part/First party will pay to Security Agency Rs per month. The rates will be valid for one year and One part/First party will not entertain any request of alteration of rates within the period of validity of the same. After the stipulated period it can be extend by the mutual concern of both the parties. A list showing the job to be carried out by the security agency is attached as per Annexure - I. However, these are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out with the approval of the authorities of the Institute.*
3. *The security Agency shall render the services on the job contract basis which includes PF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the Security Agency.*
4. *Security guards to be deployed shall preferably be ex-servicemen with robust health and clean record within age group of below 45. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the Institute from time to time. In case there is any change in employment of the Security Guard such change shall be intimated to the security agency in writing well in advance.*
5. *The security agency shall employ their own staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the Institute.*
6. *The security agency will discharge all legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under Contract Labour (Regulation & Abolition) Act,1970, Minimum Wages Act, Workmen's compensation Act, EPF & MP Act, Industiral Dispute Act etc. The Security Agency will indemnsfy and keep indemnified the Institute from any claim, loss or damages that may be caused to the ICAR on account of the Security Agency's failure to comply with their obligations under the various law towards their staff/employees employed by the or any loss or damage to one part due to acts/omissions of other part.*
7. *The stationery items like regisers, scales, writing pads, pencils, staplers etc. will not be provided by the Institute and uniforms will not be allowed to be washed in the Institute's premises. The uniform of the security personnel and other related items as mentioned above will be provided by the Security Agency. IASRI has to pay only the amount which will be finalaised as as per contract.*
8. *The security agency should submit their bills after completion of each month during the first week of the following month of the services rendered previous months to the Director, IASRI. The payment will be made by crossed cheque on receipt of confirmation regarding satisfactory execution of services by the officer unauthorised for this purpose. In case the services are not provided upto the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director, IASRI whose decision shall be final and binding on the security agency.*

9. *The Security Agency shall submit the record of payment made to security guards/supervisor on monthly basis and shall ensure that the payment is made as per Minimum Wages Act. As per the orders of the Govt. of India/ICAR, the payment of salary/wages is required to be made to the workers through Cheque.*

10. *The security nagency agrees to get all the security staff member and their employees insured against any liability arising under the Workman's compensation act or under the common law. The security agency agrees to idemnify against any claim that the IASRI may have to meet in respect of their staff members and/ or workman/employees on account any accident or for any other reasons.*

11. *It is furhter clarified that under no circumstances, the staff member and /or the workmen/employees or the Security Agency shall be treated , regarded or considered or deemed be employees of the Institute and the Security Agency alone shall be resonsible for their remuneration, wages etc.*

12. *Security agency will ensure that no theft or damages to the Institute's property shouuld take place during the tenancy of the Secuurity Agency. In case any theft or damage to the Institute 's property occurs during the service contract period with the security agency due to negligence of the security staff/employees of the Security Agency, the security agency shall be responsible for such losses and damages, if after an enquiry, the Institute comes to the conclusion that the loss is attributable to the negilgence on part of Security personnel of the security agency. The Secuurity Agency shall attend all the police cases from time to time during the contract period, if required.*

13. *The Security Agency will provide the security service round the clock in three shifts running from 6.00 a.m. to 2.00 p.m, 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 6.00 a.m. The Security Supervisor of the Security Agency will also supervise the security work during these shifts. In case any lapse in this regard comes to the notice of Director,IASRI or any other officer authorised by him, action as deemed fit will be taken to make suitable deduction from the monthly bill of Security Agency.*

14. *If any question or dispute arises between kthe parties jhereto or ltheir representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto , then such question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Institute. His award shall be governed by the provisions of Arbitration & Conciliation Act,1996 for the time being in force in Indian Union and shall be binding on both the parties hereto.*

15. *The security agency shadl inform the Institute immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act,1981. The Security Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act,1970 from the competent authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement Security Agency shall have licence under Section 12 of the contract labour (R&A) Act 1970. In default of these agreement contract will be liable to be terminated .*

16. *The contractor will make the payment of the salary for their workers before the representative appoints by the institute and the representative will give following certificate certified that the amount shown in the master roll for the month of-----has been made to the security personnel of the contractor in my presence on.....*

17. *Notwithstanding anything contained in Clause 13 it is expressly agreed and understood that the IASRI at its discretion will terminate the agreement in case of following contingencies:*

a) *If the security agency fails to excute the work entrusted to the satisfaction for which IASRI/ICAR shall be the sole judge.*

- b) *If the security agency fails to discharge their legal obligations towards the security personnel employed at ICAR premises.*
- c) *If for any reason whatsoever, the security agency is not able to perform their part under this agreement for continuous period of ten days or more.*
- d) *If the security agency commits breach of any of the clauses of the agreement .*
- e) *If the Institute is required to pay any damages and /or compensation and/or any payment to their customers/visitors on account of any negligent action and /or misbehaviour on part of security agency.*
- f) *If the security agency is unable to give proper account of tools, equipment's etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.*
- g) *The Institute will not be made liable or responsible to the officials of Security Guard Board. In case any objection in connection with security guards is raised by the Security Guards Board, it shall be the sole responsibility of the security agency to satisfy any of the officials of the Security Guards Board.*
- h) *Under no circumstances, the Institute shall be made liable for additional monetary involvement that which has been mutually agreed upon.*

18. **PENALTY CLAUSE**

- i) *The Security Supervisors and Security Guards on duty must possess cap, proper uniform, lathi, whistle, torch light, name badge, shoes and identity cards etc.*
- ii) *No Security Supervisor/Security Guards perform double duty. In case they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill.*
- iii) *A daily list of Security Guards/Supervisor on duty should be provided to this office.*
- iv) *A detailed list of Security Supervisor and Security Guards alongwith their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of security.*
- v) *If the contractor fails to provide satisfactory security services, a maximum deduction of 10% will be made from the bill amount.*

In case of any of the above contingencies, the Institute will have the right to terminate this agreement forthwith without notice and will not be liable to any damage and/or loss which may be suffered by the security agency on account of termination of this agreement.