

No.13967/AGM(Ops)/2024/KSBC

Date : 22.06.2024

**e-Tender Notice**

Kerala State Beverages (M&M) Corporation Limited invites competitive tenders under 2 part system through e-tender portal of Government of Kerala <https://etenders.kerala.gov.in> from qualified Security Agencies employing Ex-Service, Ex- Police or Ex- forces for providing security service at the KSBC Head Office and other Offices and units. For further details please visit Website: <https://etenders.kerala.gov.in> or bevco.in Only tenders submitted through the e-tender portal in the manner prescribed on or before 15.07.2024 at 4 pm will be considered.

Sd/-  
**AGM (Operations)**

**KERALA STATE BEVERAGES (M&M) CORPORATION LTD**  
BEVCO TOWER, Vikas Bhavan P.O, Palayam  
Thiruvananthapuram 695 033.  
Website : [bevco.in](http://bevco.in) Email : [itd@ksbc.co.in](mailto:itd@ksbc.co.in)

No.13967/AGM(Ops)/2024/KSBC

Date : 22.06.2024

**TENDER NOTICE**

Competitive Tenders are invited under 2 part system through e-tender portal of Government of Kerala <https://etenders.kerala.gov.in> from well established and reputed Security Agencies employing Ex- Service, Ex- Police or Ex- forces for providing Security Guards (unarmed) on contract basis for duty at Head Office and other offices and units of the Corporation. Agencies which satisfy all the following criteria only shall be eligible to participate in the tender process:

1. *Security Agencies shall have Valid registration/License as per Contract Labour (Regulation and Abolition) Act, EPF Act, ESI Act, GST Act and PAN/TAN.*
2. *The agency shall be one registered and functioning within the territory of Kerala.*
3. *The agency shall be in the business of employing Ex- Service, Ex- Police or Ex- forces Security Guards in the state for at least 5 years.*
4. *The average annual turnover of the agency from providing security services for the last 2 years ending 31.03.2023 shall not be less than Rs.5 Crores.*
5. *The agency has at any time provided or providing security guards of not less than 100 persons for a minimum of one year in a single organization belonging to Central or State Government departments and entities.*
6. *The agency shall possess the certificate issued by appropriate authority to run private security agency under the provision of the Kerala Private Security Agency Rules, 2010 (PSARA) (all Kerala).*

The e-Tender document containing the Terms and Conditions of the Security contract with format for submission of rate offer can be downloaded from <https://etenders.kerala.gov.in>. The tender fee of Rs.5600/- (including GST) and EMD of Rs.50000/- has to be paid online in the manner prescribed. The e-Tenders complete in all respects both under part A (Technical) and part B (Financial-BOQ) along with soft copies of required documents has to be uploaded on or before 15.07.2024 at 4 pm. Defective e-tenders and those submitted other than through e-tender portal above will not be considered. The financial bid submitted by the qualified tenderers in part A only will be considered and the date and time of opening the same will be communicated to all such successful bidders separately.

Sd/-

**AGM (Operations)**

Seal and Signature of the Tenderer

**KERALA STATE BEVERAGES (M&M) CORPORATION LTD**

BEVCO TOWER, Vikas Bhavan P.O, Palayam

Thiruvananthapuram 695 033.

Website : [bevco.in](http://bevco.in) Email : [itd@ksbc.co.in](mailto:itd@ksbc.co.in)**DETAILS OF TENDER**

Sl. No.	Tender No.13967/AGM(Ops)/2024/KSBC	Date: 22.06.2024
I	Authority inviting the Tender	Kerala State Beverages (M&M) Corporation Ltd., BEVCO Tower, Vikas Bhavan P.O, Palayam, Thiruvananthapuram 695 033
II	Nature of work	Tender for providing Ex-Service/Ex-police/Ex-forces Security Guard (unarmed) service at KSBC Head Office and other offices and units
III	Period of contract	1 year
IV	Mode of submission	e-Tender only through the Kerala Government e-tender portal <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a>
V	Last Date for submission of tender though e-tender portal	Shall be uploaded on or before 4 pm on 15.07.2024 at the portal above in the manner prescribed.
VI	Date of Tender opening	Part A, Technical bid will be opened at 11 am on 18.07.2024 and opening of Part B will be intimated separately to all those eligible in the Part A evaluation.
VII	Tender Form Fee and EMD	Rs.5600/- (Rs.5000+GST 12%) towards the tender fee and Rs.50000/- towards EMD shall be paid online in the manner prescribed.

Tender received after the due date and time and other than through e-tender portal for any reasons will be summarily rejected. The Chairman & Managing Director reserves the right to reject any offer without assigning any reason.

Sd/-

**AGM (Operations)**

Seal and Signature of the Tenderer

**KERALA STATE BEVERAGES (M&M) CORPORATION LTD**

BEVCO TOWER, Vikas Bhavan P.O, Palayam

Thiruvananthapuram 695 033.

Website : [bevco.in](http://bevco.in) Email : [itd@ksbc.co.in](mailto:itd@ksbc.co.in)

**Invitation of e-Tender for supply of Security Guards at Head Office and other offices and units.**

**I. Instructions to Tenderers/bidder**

1. The e-tender documenters in response to this invitation shall be submitted in two parts Part-A containing the Technical Bid and Part-B containing the Financial Bid (BOQ).
2. In the Technical Bid, the documents required to provide the requirements as per the eligibility conditions prescribed has to be enclosed. Copies of following documents shall be enclosed in this part in variably.
  - a. Copy of registration certificate issued under the Contract Labour (Regulation and Abolition) Act
  - b. Copy of Registration under EPF Act
  - c. Copy of Registration under ESI Act
  - d. Copy of GST Registration Certificate.
  - e. Copy of PAN & TAN allotted by Income Tax Department.
  - f. Evidence showing commencement of the agency and its place of functioning.
  - g. Audited Annual Report /Financial Statement for the year ending 31/03/2023.
  - h. The certificate obtained from the Departments or organisation belonging to the Central or State Government or a reputed private Corporation stating that the agency has provided more than 100 security guards at a time for a minimum period of 1 year.

- i. Copy of registration certificate issued by competent authority under Kerala Private Security Agency Rules 2010 (all Kerala)
- j. A copy of the tender document duly signed by authorized persons.
- k. Declaration as per Annexure I

**6**

- l. A Banker's solvency Certificate issued by any nationalized/scheduled bank, of value at least Rs.50 lakhs issued not prior to 3 months from the date of submission of bids.
  - m. Details of Training imparted to the security staff.(Fire & Safety Training etc.)
- 3. Price bid (BOQ) prescribed as **Part B** shall be submitted as per the format available in the e-tender portal duly filled ensuing that the rate quoted is not less than the minimum prescribed in the notification.
  - 4. Documents mentioned in 2 above, shall be duly scanned and uploaded in Part-A-Technical bid available in the e-Tender portal.
  - 5. The Part-A and Part-B duly filled and attached with required documents has to be submitted online on or before the due date and the time prescribed after payment of tender fee and EMD.
  - 6. The language of the tender shall be in English. Further, the amount shall be quoted in Indian Rupee and shall be written in figures which will be final.
  - 7. The intending bidders shall have to submit their offer in the manner prescribed above on or before 15.07.2024 at 4 pm. Any tenders received other than through e-tender portal or uploaded after the last date and time prescribed herein even if such submission is available will not be considered under any circumstances.

8. The General rules prescribed for submission of e-tender through e-tender portal of Government of Kerala and the manner of payment of tender fee and EMD is given as appendix to these tender documents.

## II. GENERAL TERMS AND CONDITIONS

The Terms and Conditions governing the Tender/contract for the supply of Security Guards (unarmed) to the Kerala Beverages (M&M) Corporation Limited (KSBC) are as follows:-

1. The Security Agency agrees to provide Ex- Service, Ex- Police or Ex-forces Security Guards (unarmed) as and when requested by the Corporation for duty at its Head Office and other Offices and Units. The duty timings of the Security Guards would be as specified by the Corporation.

7

Locations of the Warehouses is attached as Annexure, with the number and location of the Warehouses being subject to change from time to time.

2. Normally one Security Guard would be required for security duty at the specified Head Office and other offices and units of the Corporation at the specified time. The Security Agency will have no right vested in them to insist on the Corporation to engage a specific number of Security Guards of the Security Agency. The number of Security Guards to be engaged from the Security Agency would depend upon the need of the Corporation, which will be intimated in advance & which can keep changing.
3. The rates should be quoted in terms of hourly basis only and any other rates such as monthly or daily basis or in terms of any other method of calculations will be summarily rejected. Further, the per hour rate quoted should not be less than the minimum prescribed per hour rate of **Rs. 57.25** per hour. The rate should be inclusive of all statutory benefits like EPF, ESI, Leave, Administrative Charges, Uniform Expenses, Training, Supervision Expenses, other Overhead, Profits etc. of the Security Agency, excluding applicable GST. In the event of there being more than one bid

offering the same minimum rate above or L1 rate, the selection will be made as may be decided by Chairman & Managing Director.

4. Tender may be quoted without including DA. DA applicable from time to time will be paid in addition calculated on the minimum wages prescribed by Government.
5. The agency has to submit the list of guards deployed by them for guard duty at Head Office and other offices and units before the end of the first month of the commencement of service and thereafter any change in the list in any month before the 5<sup>th</sup> of the next month.

## 8

6. A Shift will ordinarily be of 12 hours or as may be decided by the Corporation from time to time. Different shift periods or hours of deployment may be prescribed for different units based on the requirement of the Corporation.
7. The Security agency shall not use the name of the Corporation in any manner either for credit arrangement or otherwise without the permission of the Corporation and it is agreed that the Corporation shall not in any way be responsible for the debts, liabilities, or obligations of the Security agency and /or his employees.
8. The agency shall maintain properly all record, registers and such other requirements as contemplated by the provisions of all the applicable statutes, Provident Fund Act, Employees State Insurance Act and Minimum Wages Act and all Rules framed under all the above statutes, and any other State and Local Act that might be applicable to the Service Provider. The agency has to furnish an undertaking in the form of indemnity bond to pay minimum wages and other admissible benefits like EPF, ESI etc as applicable under labour law up to date. The liability on



any default shall be on the agencies and KSBC shall be indemnified in all respects.

9. The Corporation shall have the right to impose penalty/fine on the Security agencies for any lapses from the personnel engaged by the Security agency or demand removal of any of the staff deployed and such personnel shall be removed, and replacement provided within 24 hrs. The Security agency shall ensure that its employees, while in the premises of the Corporation or while carrying out their obligations under this agreement observe the standards of cleanliness, decorum, safety and general discipline laid down by Corporation.
10. The payments to guards engaged by the agency shall be made only through bank to the respective bank account of each guards and under no circumstances, any cash payment be effected.

**9**

11. Due to unforeseen circumstances under the discretion of the Corporation it may extend the guarding service at any time after completion of one year.
12. The EMD for participating in the tender is Rs.50000/- (Fifty Thousand only) which has to be paid online before submission of e-tender. Tenders without EMD will be summarily rejected. The EMD will be refunded in respect of unsuccessful tenderers online. The successful tenderer should remit shall provide security deposit of Rs. 5 lakh by way of Bank Guarantee/ Demand draft in addition to EMD of Rs.50000/- which shall be converted as security deposit which will not carry any interest and will be refunded on termination of the contract after adjusting any amount due from the Security Agency/Contractor.
13. The tender committee constituted by Chairman & Managing Director will open Part-A containing the technical bid on the date and time prescribed for opening in the presence of tenderors present in person. The committee will conduct evaluation of the technical bid submitted with respect to the essential conditions prescribed based on the documents attached. Based on the evaluation, the committee will prepare a list of qualified tenderors.

After the completion of evaluation of Part-A and preparation of list of qualified tenderors, the committee will proceed to open the financial bid submitted by such qualified tenderors alone. The financial bid submitted by unqualified bidders will not be opened. Based on the evaluation of rates quoted by the eligible bidders, the committee will proceed to select the agency in the manner prescribed.

14. The Corporation reserves the right to increase/decrease the number of guards at any time.
15. In the event of theft or pilferage of the materials or properties of the Corporation or any incident involving security of the Corporation, the Security Agency will submit reports and will actively assist the Corporation and if necessary report such incidents to police and follow up the same if it is referred to a court of law. If there is any dereliction of duty on the part of the security personnel as per the enquiry conducted by the Corporation, the Security Agency shall make good the loss to the Corporation.

## 10

16. The Security Agency will ensure that Security Guards wear uniform while on duty at the Corporation. The uniform to be worn by the Security Guards will be prescribed by the Security Agency and the cost of the uniform shall be borne by the Security Agency. The Security personnel deployed by the Security agency shall not use any intoxicating liquor, drugs, smoke or be intoxicated during duty hours inside the premises of Head Office and Warehouses. The Security agency shall remove the security guards from duty immediately when such instances are reported. The Security agency shall ensure that the employees terminated by him due to fraud, indiscipline, etc shall not enter or loiter in the Corporation. The security guards informed to be disengaged by KSBC/Corporation and removed from a unit shall not be engaged by the security agency in any of the units of KSBC. Security agency shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property.

17. That the Security Personnel deployed by the security agency shall be the employees of the Service Provider only and there will not be any employer – employee relationship between the KSBC and the security guards engaged by the agency under any circumstances or prevailing Act. The Security agency shall ensure that the Security staff posted by him will not have any claim on Corporation by way of job, wage increase or any benefit and should acknowledge and communicate to the Security staff that they are employees of the Security agency and not of Corporation.
18. The Security Agency shall be responsible for payment of salaries/minimum wages, coverage of EPF, ESI, leave etc. of the Security Guards and the Corporation will not be liable for any expenses, remuneration or costs in respect of the Security Guards other than the agreed contract rate for per hour duty per Security Guard for day and night duty. The EPF/ESI contribution of the Security Guards shall be paid by the Security Agency as per provisions of the respective Act and Rules. The GST amount billed and paid by the Corporation to the Security Agency shall also be remitted by the Security Agency as prescribed in the

11

Act and Rules from time to time. The Security Agency shall make monthly remittance of EPF/ESI for the Security Guards posted at the Corporation for security duty and along with the monthly bill, shall attach copy of the remitted challan with list of guards who had done security duty in the Corporation during that month. The Security agency shall abide and strictly follow the statutes and rules specified in The Private Security Agencies (Regulation) Act, 2005 and Kerala Private Security Agencies Rules, 2010.

19. The agency shall submit the bill for the security services provided for each month before 5<sup>th</sup> of the succeeding month along with the following:
- a. List of guards engaged for each shop with attendance
  - b. Bill for the total services of the month
  - c. Copy of pay slips generated for the billing month
  - d. A certificate from the banker stating the net amount credited to the account of the guards for the previous month.

- e. Copies of challans remitting statutory contribution of EPF/ESI/ other labour welfare dues with evidence for the name of employees to whom the same was remitted for the previous month.

The bills thus submitted will be got verified with the attendance details provided by the warehouse Manager concerned and if there is any error the same has to be duly corrected and acknowledged. The payment will be made within 10 days of receipt of the above documents, except for the 1<sup>st</sup> month for which items 1 to 3 above shall be affixed, subject to due verification by account pay cheque or online transfer.

20.The Security Agency shall be responsible for providing substitute Security Guards in case the incumbent Security Guards who is on duty fall sick, proceeds on leave or is otherwise absent/unfit for duty.

21.The Security Agency shall always ensure that sufficient numbers of Security Guards are posted at each location, so as to avoid engagement of overtime duty. However, on any occasion when due to the paucity of

12

Security Guards or for any other reason, if it is not immediately possible to provide suitable relief/substitute for absentee(s), the Security Agency will ensure that the work of the absentee(s) is carried out by the existing Security Guards by performing extra hours of duty, which the Corporation will not be liable to pay.

22.The Security Agency will be liable to make good the loss if any sustained by the Corporation by any act involving the Security Guards or due to any omission/Commission by them and such loss will be recovered from the Security Agency from the bills/amounts payable to them/Security Deposit.

23.The Security Agency shall ensure that members of the Security Guards provided by the agency shall neither participate in trade union activities of the employees of the Corporation nor take any interest in it. Security personnel deployed by the Corporation for Security Agency shall be trustworthy, able bodied and properly educated to read and write. They

shall be mentally and physically sound with pleasing personality in the age group of 22-60 years. The security personnel deployed by the Corporation should be free from contagious/communicable diseases and should have normal vision. They should not have been involved in any Police/Criminal cases. The Security agencies shall ensure that the security guards recruited should have minimum one year experience as security guard.

24. AGM(Operations) Head Office, Regional Managers of concerned Regions, Manager of the respective Warehouses of the Corporation will be the officers of the Corporation authorized to give instructions to Security Guards/Agency on security aspects, etc.
25. Security Agency shall change the Security Guards immediately on getting instructions from the above officers in writing. The oral instructions, if any, issued will be confirmed by written instruction subsequently. The Security Guards deployed will continue to perform duty for the period of the agreement unless changed due to grounds of discipline or medical or as and when requested by the Corporation. Corporation shall have full authority to ask for immediate replacement of any or all of security personnel deployed by the Security agency to the Corporation without

13

assigning any reason whatsoever. In such case the Security agency shall arrange replacements immediately. Any security personnel found to have indulged in or apprehended that he may indulge in any activity prejudicial to the interest of Corporation; Corporation shall have the right to request the Security agency to remove him or to replace him by any other suitable security personnel. As and when such request is made it shall be carried out by the Security agency immediately.

26. The agreement is liable to be terminated by giving one months notice on either side at any time and in the event of such termination, the charges payable if any, by the Corporation to the Security Agency shall be limited to the period of time that this agreement has been in force. However, the Corporation reserves the right to cancel this agreement at a shorter notice in the event of non-compliance of any of the instructions herein contained or for any other reason.

27. It shall be the duty of the Security Agency to give protection to properties of the Corporation lying in and around the premises of the Head Office and Warehouses of the Corporation, where guards of the Security Agency are on duty.
28. In the event of the Security Agency not complying with the terms and conditions of the Security Contract, after execution of the agreement, the agreement is liable to be cancelled and further loss, if any, from the Security Agency will be recovered from the agency from the amounts due/ from the security deposit through legal means.
29. The jurisdiction for legal matters, if any arising out this matter shall be at Thiruvananthapuram District Court and Honb'le High Court of Kerala.
30. Income Tax (TDS) at the prevailing rate will be deducted from the monthly bill of the Security Agency. No TDS will be deducted once the first party receives the IT exemption certificate from Income Tax Department.

31. The Contract period will be for One year from the date of agreement. The contract period will be extended at the discretion of Chairman & Managing Director on such terms mutually agreed, if the circumstances so warrant.
32. In case of any dispute regarding the implementation or interpretation of any of the terms of the agreement or any other matter connected with the contract the decision of the Chairman & Managing Director of the Corporation shall be final and binding. It is laid down that in case any industrial dispute has arisen or is apprehended between the Security agency and the employee/workmen, the Security agency is liable to see that the dispute is settled or to submit himself to legal proceedings arising

out of such industrial dispute and Corporation shall not be liable or responsible, in any manner whatsoever, in this regard.

33. The Security Agency shall not assign or sublet, transfer or sub-contract the job awarded to it in favour of any other contractor or agency.
34. The agencies that were blacklisted by Central Government, State Government, KSBC or any Public/ Private Organizations may not apply for the tender.
35. The Chairman & Managing Director reserves the right to accept or reject any tender or to extend the last date and time for submission or to cancel the tender invitation without assigning any reason thereof.
36. The successful tenderer shall sign the agreement attached herewith as annexure -V on award of tender.

Sd/-  
**AGM (Operations)**

**DECLARATION**

***(in Rupee.200 stamp paper)***

I .....(name)  
hereby declare that there is no legal dispute against me or my firm,  
.....  
..... in any court of law in relation to the labour dispute. I  
further certify that me or my firm,  
..... has not been  
blacklisted by any Central Govt., or State Govt., KSBC or by any Public /Private  
Organizations. The information given by me is true and correct.

I hereby agree that the tender submitted by me or my firm,  
..... may be made invalid at  
any stage during the processing of tenders, if any of the information submitted by  
me or my firm, .....  
..... is found to be incorrect/false. Also, I  
and my firm, ..... agree that if any of the  
information/claim submitted by me is found to be incorrect/false after awarding the  
work, the contract may be terminated and I and my firm,  
..... is liable to be  
blacklisted, and will not be considered for the award of work in future.

Place :

Date :

Signature

Name

Seal

Seal and Signature of the Tenderer



**Annexure II****PROFORMA FOR CALCULATION OF MINIMUM HOURLY RATE**

Sl.No.	Particulars	Amount
1	Basic Wages	
2	PF @ 13% (PF 12% and 1% of 1 above)	
3	ESI @ 3.25% OF 1 above	
4	Total for one month (1 + 2+ 3)	
5	Total for one year (4 above x 12)	
6	Uniform allowance for one year	
7	Total expected annual outflow per person for 8 hours (5 + 6)	
8	Hourly rate assuming 26 days of 8 hours in a month (8 x 26 x 12), ie 2496 (5 + 6)	

\*In addition variable DA at applicable rates.

**FORMAT FOR RATE OFFER**

*(Offers are to be submitted only by Security Service providers who satisfy the criteria and possessing the prescribed licenses and registrations)*

We hereby offer the following rates for providing the service of security guards in the Head Office and other offices and units in response to tender invitation

No.13967/AGM(Ops)/2024/KSBC, dated 22.06.2024 for the above work:

Particulars	Rate Quoted ( In Rs)	
	In Figures	In Words
a) Rate per hour for Day Duty per guard		
b) Rate per hour for Night duty per Guard		

Note (1) The rate quoted shall be inclusive except GST

(2) The rate quoted above shall not be less than **Rs.57.25** per hour

(\*In addition variable DA at applicable rates.)

(Office Seal)

Signature

Place :.....

Name :

Date :.....

Designation :

Address :

Seal and Signature of the Tenderer

**ANNEXURE IV**

<b>Locations of Warehouses</b>
Balaramapuram
Nedumangadu
Attingal
Kollam
Kottarakkara
Pathanamthitta
Thiruvalla
Alappuzha
Kottayam
Ayarkunnam
Thodupuzha
Thrippunithura
Perumbavoor
Aluva
Chalakkudy
Thrissur
Palakkad
Perinthalmanna
Kozhikkode
Kannur
Kalpetta
Battathur

## ANNEXURE V

### AGREEMENT

This AGREEMENT is made on the ----- day of ..... between KERALA STATE BEVERAGES (M&M) CORPORATION LTD., Bevco Tower, Vikas Bhavan, Palayam, Thiruvananthapuram 695 033 represented by its AGM (Operations) (hereinafter called “the Corporation”) being the FIRST PARTY to the Agreement And ....., Represented by its ..... (hereinafter called the Security Agency being the SECOND PARTY;

Whereas the Corporation is carrying the business of wholesale trade and retail trade of IMFL/BEER/WINE/FMFL in the State of Kerala with its Head Office at Thiruvananthapuram, FL.09 Warehouses and FL.01 retail outlets at various parts of the State;

Whereas the Company had invited e-tender from Security agencies employing Ex-service, Ex-Police or Ex-forces for providing security service at the Head Office and other units of the Corporation. vide Tender Notice No .....

### NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Security Agency agrees to provide Security Guards (unarmed) who are Ex-Service, Ex-Police, Ex-Forces as and when requested by the Corporation for duty at its Head Office and Other units of the Corporation. The duty timings of the Security Guards at the Corporation’s warehouses would be as specified by the Corporation. The number and location of the

Head Office and other units of the Corporation being subject to change from time to time.

2. The Security Agency will have no right vested in them to insist on the Corporation to engage a specific number of Security Guards of the Security Agency. The number of Security Guards to be engaged from the Security Agency would depend upon the need of the Corporation, which will be intimated in advance. A Shift will ordinarily be of 12 hours or as may be decided by the Corporation from time to time. Different shift periods or hours of deployment may be prescribed for different units based on the requirement of the Corporation.
3. The Corporation agrees to pay to the Security Agency at the rate of Rs .....(Rupees ..... only) per hour per security guard for day and night duty at the Head Office and other Units of the Corporation, which is inclusive of all statutory benefits like EPF, ESI, Leave, Administrative Charges, Uniform Expenses, Training, Supervision Expenses, other Overhead, Profits etc. of the Security Agency. Dearness allowance as notified from time to time by Government under minimum wages act will be paid additionally calculated on the minimum wages prescribed by the Government. The Corporation is not liable to pay to the Security Agency any amount other than that agreed to and mentioned above except GST.
4. The Corporation reserves the right to increase / decrease the number of guards at any time.
5. In the event of theft or pilferage of the materials or properties of the Corporation or any incident involving security of the Corporation, the Security Agency will submit reports and will actively assist the Corporation and if necessary report such incidents to police and follow up the same if it is referred to a court of law.
6. The Security Agency will ensure that Security Guards wear uniform while on duty at the Corporation. The uniform to be worn by the Security Guards will be prescribed by the Security Agency and the cost of the uniform shall be borne by the Security Agency.
7. The members of the Security Guards provided by the Security Agency shall be employees of the Security Agency only and not that of the

Corporation and there will not be any employer – employee relationship between the Corporation and the guards engaged by the Security Agency under any circumstances.

8. The Security Agency shall be responsible for payment of salaries/minimum wages, coverage of EPF, ESI, leave etc. of the Security Guards and the Corporation will not be liable for any expenses, remuneration or costs in respect of the Security Guards other than the agreed contract rate. The EPF/ESI contribution of the Security Guards shall be paid by the Security Agency as per provisions of the respective Act and Rules. The Security Agency shall make monthly remittance of EPF/ESI for the Security Guards posted at the Corporation for security duty and along with the monthly bill, shall attach copy of the remitted challan with list of guards who had done security duty in the Corporation during that month. The Corporation will forward the attendance details of the Security Guards for the month to the Security Agency duly authenticated on the last day of the month by email to enable the Security Agency to prepare bill and send it to the Corporation. The Corporation will normally make the payment within 7 days of receipt of the bills through Net Banking. The payment to Security guards engaged by the Agency for duty shall be made by the agency through the Bank Account of respective guards.
9. The Security Agency shall be responsible for providing substitute Security Guards in case the incumbent Security Guards who is on duty fall sick, proceeds on leave or is otherwise absent/unfit for duty.
10. The Security Agency shall always ensure that sufficient numbers of Security Guards are posted at each location as per requirement so as to avoid engagement of overtime duty. However, on any occasion when due to the paucity of Security Guards or for any other reason, if it is not immediately possible to provide suitable relief/substitute for absentee(s), the Security Agency will ensure that the work of the absentee(s) is carried out by the existing Security Guards by performing extra hours of duty. For any extra payment by the Security Agency, the Corporation will not be liable.

11. The Security Agency will be liable to make good the loss if any sustained by the Corporation by any act involving the Security Guards or due to any omission/Commission by the Security Guards. Such loss will be recovered from the Security Agency from the bills payable to them. The Security Agency will be responsible for the property entrusted to them for safeguarding and it is the duty of the guard deployed by them to look after the safety of the belongings of the Corporation. Any dereliction of duty of guard will be seriously dealt with and responsibility will be fixed on the Security Agency.
12. The Security Agency shall ensure that members of the Security Guards provided by the agency shall neither participate in trade union activities of the employees of the Corporation nor take any interest in it.
13. The AGM (Operations), Head Office, Regional Managers of concerned Regions, Manager of the respective FL-9 Warehouse of the Corporation will be the officers of the Corporation authorized to give instructions to Security Guards/Agency on security aspects, etc. Similarly the Security Guards will report to the Manager of the KSBC or FL-9 Warehouses or In-charges of the units where the Guard is posted for security duty.
14. The Security Agency shall change the Security Guards immediately on getting instructions from the above officers in writing. The oral instructions, if any, issued will be confirmed by written instruction subsequently. The Security Guards deployed will continue to perform duty for the period of the agreement unless changed due to grounds of discipline or medical or as and when requested by the Corporation.
15. The agreement is liable to be terminated by giving **One** month notice on either side at any time and in the event of such termination, the charges payable if any, by the Corporation to the Security Agency shall be limited to the period of time that this agreement has been in force. However, the Corporation reserves the right to cancel this agreement at

a shorter notice in the event of non-compliance of any of the instructions herein contained or for any other reason.

16. It shall be the duty of the Security Agency to give protection to properties of the Corporation lying in and around the premises of the Head Office, other offices and units of the Corporation, where guards of the Security Agency are on duty.
17. The Security Agency shall remit security deposit Rs.5,00,000/- by way of bank guarantee/Demand Draft in addition to the EMD of Rs.50,000/- which will be converted as Security Deposit which will not carry any interest. On termination of the contract, the Security Deposit will be refunded after adjusting any amount due from the Security Agency.
18. The Agency shall maintain properly all records, registers and such other requirements as contemplated in the provisions of all the applicable statutes, Provident Fund Act, Employees State Insurance Act and Minimum Wages Act and all the rules framed under all the above statutes, and any other state and Local Act that may be applicable to the service provider.
19. The agreement is liable to be cancelled on non compliance of the terms and conditions of the Contract, and further loss, if any, from the Security Agency will be recovered from the Security Agency from any payment due or through legal means. The Jurisdiction for legal matters, if any, arising out this agreement shall be Thiruvananthapuram.
20. Income Tax (TDS) at the prevailing rate will be deducted from the monthly bill of the Security Agency. No TDS will be deducted once the first party receives the IT exemption certificate from Income Tax Department.
21. The Contract period will be for one year from ..... The contract period can be extended for another year on the same terms and conditions or as mutually agreed upon at the discretion of the Corporation.



22. In case of any dispute regarding the implementation or interpretation of any of the terms of the agreement or any other matter connected with the contract, the decision of the Chairman & Managing Director of the Corporation shall be final and binding.
23. The Security Agency shall not assign or sublet, transfer or sub-contract the job awarded to them in favour of any other contractor or agency.
24. It is mutually agreed that both parties will abide by the conditions set forth in this deed of agreement.

In witness whereon the parties hereto have signed this deed of agreement on the date first above written in the presence of the following witnesses.

FIRST PARTY :

SECOND PARTY :

WITNESSES :