



पूर्व क्षेत्रीय भाषा केन्द्र

(भारतीय भाषा संस्थान, मानव संसाधन विकास मंत्रालय, उच्चतर शिक्षा विभाग भारत सरकार)
लक्ष्मीसागर, भुवनेश्वर - 751006.

EASTERN REGIONAL LANGAUGE CENTRE

(Central Institute of Indian Languages, Department of Higher Education, Ministry of Human Resource
Development, Govt. of India)
Laxmisagar, Bhubaneswar-751006

Phone: 0674-2571342

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TERMS AND CONDITIONS FOR THE TENDERS

1. The Principal, Eastern Regional Language Centre, Bhubaneswar (ERLC) invites tenders from reputed agencies, registered for providing security service, having at least five years experience in the field, for providing security services a contract basic to ERLC at its campus situated at Laxmisagar, Bhubaneswar.
2. The Tender must be submitted on the prescribed form which can be downloaded from the Institute's website www.ciil.org. Tender must be sent in wax sealed envelope and sent by registered post/speed post/Courier so as to reach ERLC latest by 4-00 p.m. on **03.03.2017**. Postal delay in the receipt of tenders will not be considered. The tender shall be addressed to the **Principal, ERLC, Bhubaneswar-751 006 "Tender for Providing Security Services"** must be super scribed on the envelop. Tenders not sealed properly will not be accepted.
3. Tender incorporating any additional conditions by the Agency will not be entertained.
4. The Principal, Eastern Regional Language Centre, Laxmisagar, Bhubaneswar, reserves all rights to reject or accept any or all of the tenders and to modify any of the terms & conditions of the contract.
5. The term "Employer" or "ERLC" wherever mentioned in the tender shall mean the Eastern Regional Language Centre, Bhubaneswar. The term "Agency" or "Party" wherever mentioned in this tender shall mean the Agency selected for award of the contract. The term contract means the formal agreement between the "Employer" and "Agency", which would be signed at the time of award of work by the "Employer" to the "Agency".
6. The manpower deployed by the Agency shall be the employees of the Agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between Eastern Regional Language Centre, Bhubaneswar and said Personnel implicitly or explicitly.

7. The manpower so deployed by the Agency shall remain under the control and supervision of the Agency and the Agency shall be liable for payment of their wages, EPF, ESI, Bonus etc. and all other dues payable under various labour regulations and other statutory provisions of Govt. of India.

The Agency shall present the documents to this effect as and when required or asked for by the Eastern Regional Language Centre, Bhubaneswar. The Agency shall be responsible for fulfilling all the obligations under various laws and Acts, namely Minimum Wages Act, of Government of India, EPF Act, ESI Act, Bonus Act. Etc. and also under other statutory requirements of Govt. of Odisha/Govt. of India. The Agency shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

8. The qualification and other requirements of the security guards are as follows
 - (a) Essential qualification: for Security Guards – up to SSLC Level
 - (b) The age shall not be less than 21 years & not more than 50 years.
 - (c) In case the Agency is required to deploy Ex-servicemen, relevant records like their discharge certificate, etc., should be produced when the contract is awarded.
 - (d) The security guards so deployed by the agency should have the knowledge of Languages of Odia, Hindi & English in reading, writing and speaking.
 - (e) That the Agency shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the personnel engaged by it for deployment at ERLC, Bhubaneswar.
9. No regular retired employees of ERLC, Bhubaneswar shall be employed by the Agency either part-time or full time.
10. In case any of the persons so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform his duty properly or indulges in any unlawful activity, disorderly conduct, the Agency, on the orders of the Principal, Bhubaneswar shall immediately withdraw such persons(s) from the premises of ERLC, Bhubaneswar.
11. On the award of the contract, the successful Agency will be required to deposit an amount equivalent to one twelfth of the annual Tender value in the form DD or Bank Guarantee as Security Deposit against loss/damage to the property of ERLC, Bhubaneswar. The security deposit will be refundable after the expiry of the contract period, any loss/damage caused to ERLC property during the currency of agreement would be recovered from the amount of security deposit.
12. The “Agency” which has been awarded the contract shall be required to undertake the following before actual commencement of the work.
 - a) Submit a consent letter for undertaking the contract with respect to all the conditions stated above, after receipt of work order.
 - b) Deposit in the form of DD or bank guarantee of any nationalized bank in Bhubaneswar an amount equivalent to one twelfth of the annual tender value as security deposit.

- c) Sign an agreement with the ERLC in bond worth Rs.100/-(The amount to be borne by the Agency), the details of which are enclosed and should be certified by the Notary.
 - d) Submit the list of Persons to deployed service of Security Services at ERLC with all documents supporting their qualification and submit police verification of those personnel and also submit the original certificates for verification as per clause (3) above. The original Certificates will be returned after verification.
 - e) Submit the list of persons engaged for the security work to the Principal, ERLC, Bhubaneswar and should obtain passes for their entry in the campus and building duly signed by the Principal, ERLC after the award of the contract.
- 13.** In the case of unsatisfactory services, the Principal, ERLC, Bhubaneswar reserves the right to terminate the contract immediately.
- 14.** In case any lapse in the work is noticed, it will result in a penal deduction from the bills/security deposit of the Agency. The penalty shall be decided by the Principal, ERLC, Bhubaneswar.
- 15.** The Principal ERLC, Bhubaneswar also reserves the right to levy penalty for breach of any of the conditions of the contract by the Agency, including forfeiture of the security deposit, deduction from the monthly bills of the Agency and cancellation of the Contract. Decision of the Principal ERLC, Bhubaneswar will be final and binding on the Agency.
- 16.** Any damage to the ERLC property caused by the carelessness of the workers must be brought to the notice of the In-charge Estates or to the Principal, ERLC by the Agency and such loss shall be borne by the Agency.
- 17.** The “Agency” shall maintain an Attendance Register for the security personnel deployed in the ERLC and such registers must be made available to the representative of ERLC daily for checking. The Agency will ensure their co-operation to the In-charge security or any representative of the ERLC in their routine check of security arrangements.
- 18.** During the period of this contract the “Agency” shall provide uninterrupted service and round the clock to ERLC and its Campus, perform their duties diligently honestly and to the entire satisfaction of the “Employer”.
- 19.** All claims, which may arise due to the negligence of the persons deployed at ERLC (includes all types of charges/incidental charges/legal charges etc.) shall be borne by the Agency.
- 20.** At the end of every month, the Agency shall submit to ERLC pre-receipted stamped bills in three copies along with a copy of the attendance register for the month, duly certified by the authorized representative of the “Employer” with a certificate (in prescribed format) duly signed by the Agency to the effect that he/she has paid the wages to the personnel deployed at ERLC, Bhubaneswar for the previous month based on the monthly rate as given in the tender.
- 21.** The payment of the bill will normally be made within one week after the receipt of the bill. In the event of Agency failing to provide Security personnel in requisite number or

provides deficient services on any day proportionate deduction from the monthly bills shall be made by the Employee.

22. Income Tax and surcharge (i.e., TDS) as per rules in vogue shall be deducted from the bills at source.
23. The persons deployed by the Agency should be in proper uniform. Accessories, (Torch with batteries, sticks etc.) for the security of the ERLC shall be provided by the Agency.
24. Initially, the contract will be for a period of one year only from the date of award of contract, renewable for further period on the same terms and conditions if acceptable to both the parties.
25. The contract can be terminated by the “Employer” at any time without any prior notice in the event of gross security risk or gross damage to “Employer’s” property due to the Agency’s failure or persistent failure in providing good service to the “Employer”, or because of any lapse on the part of the security personnel. The decision of the “Employer” in this regard shall be final and binding on the “Agency”.
26. Either party can terminate this contract without assigning any reason by providing two months notice in writing to the other.
27. The Agency shall submit all the documents as per the details given in the Form ‘B’ along with the tender. Any modification in the Tender Form by the agency or tender not having the requisite documents with it will not be accepted.
28. An Earnest Money of ₹ 2,000/- (Rupees two thousand only) should be paid along with the Tender in the form of Demand Draft/Bankers Cheque drawn in favour of the “Principal, Eastern Regional Language Centre, Bhubaneswar” The Tenders submitted without Earnest Money will not be entertained.
29. The tenders will be opened at 11-00 a.m. on 09.03.2017 in the Eastern Regional Language Centre, Bhubaneswar in the presence of those tenders who may wish to be present at that time. Change in date & time, if any, would be duly notified.

Principal
Eastern Regional Language Centre,
Laxmisagar, Bhubaneswar-570 006.

AGREEMENT

This agreement is made at Bhubaneswar on thisday of2017 between Principal, Eastern Regional Language Centre, Bhubaneswar, Bhubaneswar-751 006 of the Ministry of Human Resource Development, Govt. of India acting on behalf of the President of India, hereinafter called ERLC on the one part and M/S..... hereinafter called the Party, the term which includes successor, legal heirs, on the other part.

1. In consideration of the amount payable by the ELC to the Party, the Party undertakes to provide security services to ERLC at its campus and at any other place as directed by the Principal, ERLC, Bhubaneswar.
2. The Agreement will be in force frominitially for three months as trial period. After satisfactory completion of the trial period, the agreement shall be effective for duration for one year including trial period. On the other hand, if services are found unsatisfactory during the trial period, the contract may be terminated.
3. However, the contract may be terminated at any time without assigning any reason by either of the parties by giving two months notice in writing.
4. After satisfactory completion of one year service by the Party, the ERLC shall have the option to extend this agreement on the same terms and conditions for further period of one year

5. The ERLC agrees to pay the Party a maximum total monthly amount of ₹
(Rupees.....) at the rate of ₹..... per security guard per month. During the period the agreement remains in force ERLC shall not be bound to pay any amount more than what has been given above.
6. The Party shall comply with all the condition of the contract and discharge all obligations and liabilities under various labour laws in respect of persons deployed at ERLC.
7. The Party shall agree to provide indemnity to ERLC from any liability that may arise on a later date for the period of the contract with the Agency out of any statutory obligation.
8. The responsibility the party would include:
 - (a) Monitoring incoming and outgoing movements of persons and materials.
 - (b) Safety of all installations, equipments and other assets kept in ERLC and its campus.
 - (c) In the event of any theft, loss of assets of the ERLC and its campus the entire responsibility for legal action starting with lodging of FIR with local police to the final recovery stage etc., will lie with the Party. To avoid any loss, the Party shall have full authority to check the weighments, counting of the articles, search and check all incoming/outgoing goods, persons and materials, vehicles, etc., whatsoever in conformity with the policies, and orders of ERLC.
9. The Party shall engagenumbers of security guards. The security guards should have working languages of Odia, Hindi and English and should be able to read, write and speak these languages.

- 10.** The timings of duties and other details of deployment of security guards shall be finalized after mutual discussions between Principal, ERLC and the Party. The decision of the Principal, ERLC will be final and binding on the Party. The deployment of Security Guards will be decided by ERLC.
- 11.** ERLC shall have powers to disallow any security guard if found unsuitable for whatsoever reason, the Party shall have to replace such person(s) immediately and shall provide replacement so as to ensure presence of all the Security Guards at all the time.
- 12.** In case the Party is unable to render service of requisite specification and quality, necessary deduction proportionate to the deficiency in service will be made from the bill as per recommendation of the representative of ERLC. This shall be binding on the Party.
- 13.** The Party shall arrange for maintenance of registers and other accessories as are necessary for efficient performance of the work undertaken. A duty register indicating the names of the Security Guards shall be made available by the Party for inspection to the representative of the ERLC every day.
- 14.** The Party shall supply, at its cost, uniforms, raincoats, sticks, and torches. Security guards deployed by the Party shall remain in proper uniform while on duty.
- 15.** All security guards of the Party deployed ERLC Campus shall be appointed on the eight hours duty per shift basis. No person shall be continued for more than one shift (eight hours) duty per day. However in case of emergencies and unforeseen circumstances Security Guards

may work overtime for maximum of 4 hours in continuation to his shift. To ensure regular duty on weekly offs, the Party shall have to provide sufficient number of leave reserve persons at the Party's own cost in order to provide weekly holidays to regular persons and to meet any other emergency.

- 16.** That the Party shall be responsible for fulfilling all its obligations under various laws and Acts, namely Minimum Wage Act, EPF Act, Bonus Act, etc. and any other statutory requirements under the Govt. of Odisha/Govt. of India rules in respect of the personnel deployed by it at ERLC. The Agency shall also submit the documents to this effect as and when required or asked by Employer. The Party shall provide full security services round the clock to ERLC and its Campus on all the days without break, during the period of contract.
- 17.** Authentic documents including police verification of each of the security guards shall have to be submitted by the Party to ERLC in the prescribed format before deploying them on duty.
- 18.** Duty chart of the security guards shall have to be submitted by the Party to ERLC for approval every fortnightly.
- 19.** It shall be the responsibility of the Party to maintain the required level of security in and around the ERLC building and campus.

IN WITNESS WHEREOF THE Parties to this Agreement have set their hands on

this..... day of.....2017.

EASTERN REGIONAL LANGAUGE CENTRE, Bhubaneswar – 570 006

TENDER FORM -‘A’

Name and Address of the Agency

.....

.....

Phone (O)..... (R)..... (Fax)..... Email:.....

Category Of Personnel	Monthly Basic Wages for one person Rs.	PF @	ESI @.....	Bonus @.....	Service Tax @	Service Charge/ Commission @..... % of column 2 only		Total Amount Payable to Agency (2+3+4+5+6+8)	Date of Registration of Agency
	In Figures In Words % % % %	%age	Amount		
1	2	3	4	5	6	7	8	9	10
Security Guard	(As per Central Minimum Wages Act)								

Note: The amount must be indicated in words and figures clearly FOR ONE PERSON without any over writing or cutting. Any such thing will automatically disqualify the Tender Form consideration. All columns are to be filled in. Supporting document for basic wages quoted above should be enclosed (such as Labour Commissioner's order/ Collector's order for minimum wages).

ENCLOSURES ATTACHED:

(Signature of the authorized Representative of the Agency with seal)

Name

Address

.....

.....

FORM – ‘B’

DOCUMENTS TO BE SUBMITTED

The Agency submitting Tender for Security in CILL, Bhubaneswar must enclose the following documents (photocopies) along with completely filled-in and signed Tender form (Form' A') issued along with the terms and conditions:

1. The Agency must have registration with following Govt. authorities as on the date of application and furnish proof thereof by enclosing the photocopies of the following documents. The originals will be verified before awarding the contract & returned.
 - a) Govt. of Odisha, Deptt. of Labour under Shop Establishment Act
 - b) Provident Fund Commissioner
 - c) ESI Corporation
 - d) Copy of License obtained from Regional Commissioner in the matter of contract Labour (Regulation and Abolition) Act 1970 (37 of 1970) (As applicable)
 - e) Registration regarding service Tax.
 - f) Copy of license obtained from the Home Department of Govt. of Odisha for running a Security Agency.
2. Copy of PAN Card.
3. The Agency should submit the latest Income Tax Return for last two years.
4. A copy of audited financial Statement of the Agency.
5. Brief profile of the Agency and its nature (Private, Private Ltd. etc.), its capacity to undertake the work effectively and efficiently on Agency basis with full details of address, telephone number, fax of local office and head office etc.
6. Past experience of the Contractor/Agency/Firm indicating the number of existing and earlier clients to prove such services have been rendered satisfactorily. Full details with copies of the contract and a letter of satisfaction from such clients etc. should also be enclosed.
7. Clientele List.

**Principal
ERLC, Bhubaneswar**