

भारतीय भाषा संस्थान

(मानव संसाधन विकास मंत्रालय ,उच्चतर शिक्षा विभाग ,भारत सरकार)

मानसगंगोत्री, मैसूर - 570 006.

CENTRAL INSTITUTE OF INDIAN LANGUAGES

(Ministry of Human Resource Development, Government of India, Department of Higher Education)

Manasagangotri, Mysore - 570 006.

Tender Documents

For

Security services



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TERMS AND CONDITIONS FOR THE TENDERS

1. The Director, Central Institute of Indian Languages, Mysore (CIIL) 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 CIIL at its campus situated on Mysore –Hunsur Road, Opposite to Basappa Memorial Hospital, Mysore.

2. The Tender must be submitted on the prescribed form which can be obtained from the Office of the CIIL on payment of `500/- on any working day between 10 AM and 4 PM. Tender must be sent in wax sealed envelope and sent by registered post/speed post/Courier so as to reach CIIL latest by 4-00 p.m. on 10.07.2013. Postal delay in the receipt of tenders will not be considered. The tender shall be addressed to the Asst. Director (Admn.), CIIL, Mansagangotri, Mysore-570 006 "Tender for providing security services" must be super scribed on the envelop. Tenders not sealed properly will not be accepted.

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- **3.** Tender incorporating any additional conditions by the Agency will not be entertained.
- 4. The Director, Central Institute of Indian Languages, Ministry of Human Resource Development, Govt. of India Mansagangotri, Mysore, 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 "CIIL" wherever mentioned in the tender shall mean the Central Institute of Indian Languages, Mysore. 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 Central Institute of Indian Languages, Mysore and said Personnel implicity or explicity.
- 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. The Agency shall present the documents to this effect as and when required or asked for by the Central Institute of Indian Languages, Mysore. The Agency shall be responsible for fulfilling all the obligations under various laws and Acts, namely Minimum Wages Act. of Government of India, Directorate of Resettlement (in case of Ex-servicemen) EPF Act, ESI Act, Bonus Act. Etc. and also

under other statutory requirements of Govt. of Karnataka/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 supervisor/security guard are as follows
 - (a) Essential qualification: for Security supervisor Ex- servicemen 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 Kannada, 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 personal engaged by it for deployment at CIIL, Mysore.
- **9.** No regular retired employees of CIIL, Mysore 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 Asst. Director (Admn.), CIIL, Mysore shall immediately withdraw such persons(s) from the premises of CIIL, Mysore.

- 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 CIIL, Mysore. The security deposit will be refundable after the expiry of the contract period, any loss/damage caused to CIIL 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 Mysore an amount equivalent to one twelfth of the annual tender value as security deposit.
 - c) Sign an agreement with the CIIL 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 CIIL 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 Director, CIIL, Mysore and should obtain passes for their entry in the campus and building duly signed by AD(A), CIIL after the award of the contract.

- **13.** In the case of unsatisfactory services, the Director, CIIL, Mysore 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 Director CIIL, Mysore.
- 15. The Director CIIL, Mysore 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 Director CIIL, Mysore will be final and binding on the Agency.
- **16.** Any damage to the CIIL property caused by the carelessness of the workers must be brought to the notice of the Incharge Estates or to the Asst. Director Admn.), CIIL 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 CIIL and such registers must be made available to the representative of CIIL daily for checking. The Agency will ensure their co-operation to the Incharge security or any representative of the CIIL 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 CIIL 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 CIIL (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 CIIL 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 CIIL, Mysore 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 CIIL 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 25,000/- (Rupees twenty five thousand only) should be paid

along with the Tender in the form of Demand Draft/Bankers Cheque drawn in favour

of the "Director CIIL, Mysore" The Tenders submitted without Earnest Money will

not be entertained.

29. The tenders will be opened at 11-00 a.m. on 15.07.2013 in the Central Institute of

Indian Languages, Mysore in the presence of those tenders who may wish to be

present at that time.

Director

Central Institute of Indian Languages,

Mansagangotry, Mysore-570 006.

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AGREEMENT

	This agreement is made at Mysore on thisday of2013
betwee	en Asst. Director (Admn.), Central Institute of Indian Languages, Manasagangotri,
Hunsu	r Road, Mysore-570 006 of the Ministry of Human Resource Development, Govt. of
India	acting on behalf of the President of India, hereinafter called CIIL 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 CIIL to the Party, the Party undertakes
	to provide security services to CIIL at its campus and at any other place as directed by
	the Asst. Director (Admn.), CIIL, Mysore.
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 a 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 CIIL shall have the
	option to extend this agreement on the same terms and conditions for further period of
	one year
5.	The CIIL 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 CIIL 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 CIIL.
- 7. The Party shall agree to provide indemnity to CIIL 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 CIIL and its campus.
 - (c) In the event of any theft, loss of assets of the CIIL 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 CIIL.
- 9. The Party shall engagenumbers of security guards. The security guards should have working languages of Kannada, 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 Asst. Director (Admn.), CIIL and the Party. The decision of the Asst. Director (Admn.), CIIL will be final and binding on the Party. The deployment of Security Guards will be decided by CIIL.

- 11. CIIL 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.
- 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 CIIL. 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 CIIL 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.
- All security guards of the Party deployed CIIL 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 Karnataka/Govt. of India rules in respect of the personnel deployed by it at CIIL. 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 CIIL and its Campus on all the days without break, during the period of contract.

- Authentic documents including police verification of each of the security guards shall have to be submitted by the Party to CIIL 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 CIIL for approval every fortnightly.
- 19. It shall be the responsibility of the Party to maintain the required level of security in and around the CIIL building and campus.