

# TENDER FOR PROVIDING SECURITY SERVICES AT CSRTI, MYSORE



Tender document issued to : \_\_\_\_\_

Last date for submission of bids : Up to 12 Noon on 31.08.2010

Time & date of opening of bids : At 3.00 P.M. on 31.08.2010

Earnest Money Deposit : Rs. 40,000 (Rs. Forty Thousands)

Tender Document cost : Rs. 1,000/- (Rs. One thousands only) inclusive of taxes

**This Tender Document is non-transferable**

**CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE**

CENTRAL SILK BOARD,  
MINISTRY OF TEXTILES, GOVT. OF INDIA  
MANANDAVADI ROAD, SRIRAMPURA  
MYSORE - 570 008

Telephone No. 0821 2362406, 2361937 Fax : 0821 2362845 Website : csrtimys.res.in



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## CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE

Central Silk Board  
Ministry of Textiles – Govt. of India  
Srirampura, Manandavadi Road  
Mysore 570 008

Tel. No. 0821 2362406 Fax : 0821 2362845 Website <http://www.csrtimys.res.in>

### TENDER NOTICE

Sealed item rate tenders are invited in two parts bid system viz. Technical and Commercial bid separately from eligible and registered contractors/agencies having experience of atleast five years in the field of providing security services, at CSRTI, Mysore, initially for a period of one year extendable for another two years on satisfactory performance during previous year.

Tender Reference	CSB/RTI/ES/SECURITY/2010-11/ Dated : 05.08.2010
Cost of Tender	Rs.1000/-inclusive of taxes (Non-Refunded) by a crossed Demand Draft in favour of the Director, CSR&TI Mysore.
Earnest Money Deposit (EMD)	Rs. 40,000/- (Rs. Forty Thousands) to be submitted along with the technical bid of tender by a crossed Demand Draft in favour of Director, CSR&TI, Mysore
Validity of the Tender	120 days from the date of opening
Last date & time for receipt of applications for issue of tender documents	Up to 4.00 pm on 28.08.2010
Last date, time and place for submission of sealed tender	At 12 noon on 31.08.2010 at Establishment Section, CSRTI, Mysore

The tender document can be obtained either from the Establishment Section, CSRTI, Mysore on the above address from 1000 hrs and 1600 hrs on all working days in person on written request or can be downloaded from <http://www.csrtimys.res.in>. The tender document shall not be issued by post. The bidders may submit cost of Tender Documents by Demand Draft along with EMD in case of Tender Documents downloaded from Website. If the cost of Tender Document is not deposited in case of Tender Documents downloaded from website, such Tender will be summarily rejected.

The Director, CSR&TI, Mysore reserves the right to reject any or all the tenders without assigning any reason.

Dated : 05.08.2010

-sd-  
DIRECTOR  
CSRTI, Mysore



CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE  
CENTRAL SILK BOARD  
SRIRAMPURA, MANANDAVADI ROAD  
MYSORE -570 008

Advt.No. CSB/RTI/ES/Security/2010-11/

Dated : 05.08.2010

TENDER NOTICE

CONTRACT FOR PROVIDING SECURITY SERVICES AT CSRTI, MYSORE

Sealed item rate tenders are invited in two parts bid system viz. Technical and Commercial bid separately from eligible and registered contractors/agencies having experience of atleast five years in the field of providing security services at reputed Central or State Government organizations or a reputed Public Sector Undertaking (PSU)/Public Company/University/ Institute, etc.

The tender document can be obtained either from the Establish Section of CSRTI, Mysore, on the above address from 1000 hrs and 1600 hrs on all working days in person on written request or can be downloaded from <http://www.csrtimys.res.in>. The tender document shall not be issued by post. The bidders may submit cost of Tender Documents by Demand Draft along with EMD in case of Tender Documents downloaded from Website. If the cost of Tender Document is not deposited in case of Tender Documents downloaded from website, such Tender will be summarily rejected. The tender details are given below:

Tender Reference	CSB/RTI/ES/SECURITY/2010-11/ Dated : 05.08.2010
Cost of Tender	Rs.1,000/- inclusive of taxes (Non-Refunded) by a crossed Demand Draft in favour of the Director, CSR&TI Mysore.
Earnest Money Deposit (EMD)	Rs. 40,000/- (Rs. Forty Thousands) to be submitted along with the technical bid of tender by a crossed Demand Draft in favour of Director, CSR&TI , Mysore
Validity of the Tender	120 days from the date of opening
Last date & time for receipt of applications for issue of tender documents	Up to 4.00 pm on 28.08.2010
Last date, time and place for submission of sealed tender	At 12 noon on 31.08.2010 at Establishment Section, CSRTI, Mysore

Technical bids will be opened at 3.00 pm on 31.08.2010 in the Meeting Hall of Administrative Block in presence of the bidders who wish to be present. The Commercial offers/bids will be opened only if the tender is found technically eligible and fit based on their technical bids. Those short-listed bidders will be invited to be present for opening of the commercial offers/bids.

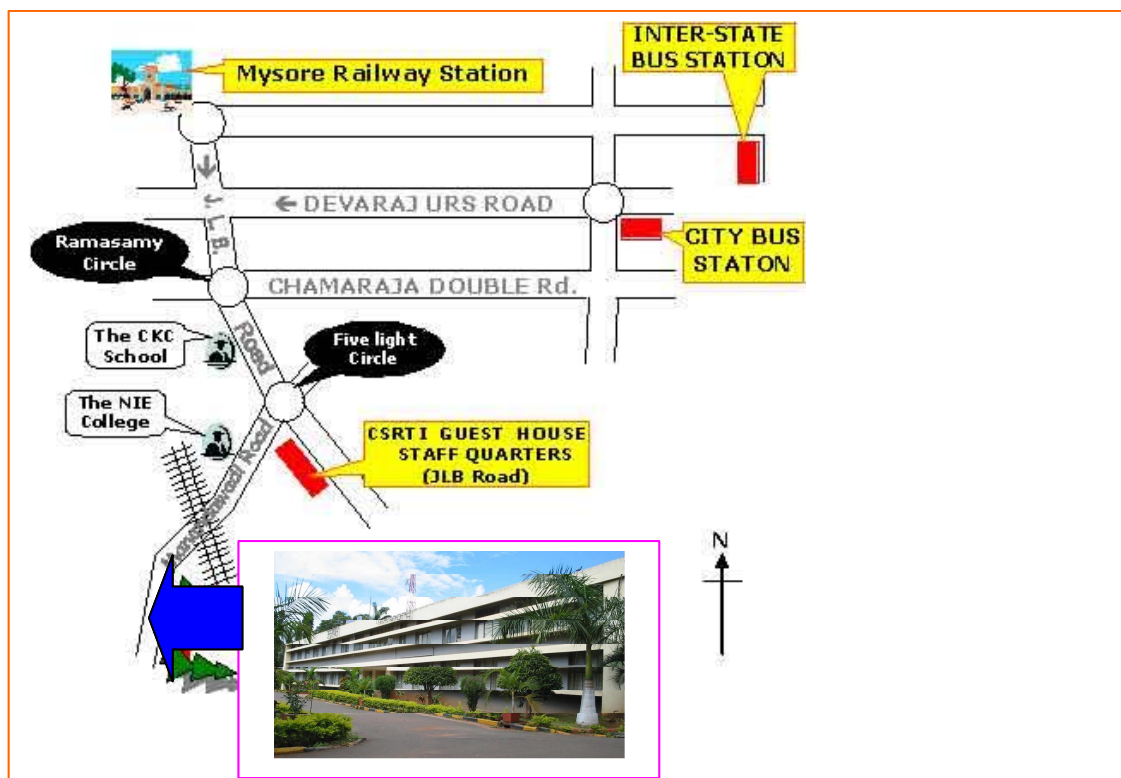
The Director, CSR&TI, Mysore reserves the right to reject any or all the tenders without assigning any reason.

DIRECTOR

# 1. INTRODUCTION

The Central Sericultural Research and Training Institute [CSRTI], established under the aegis of Central Silk Board, Ministry of Textiles, Govt. of India, was first set up in 1961 at Channapatna and later shifted to Mysore in 1963 . It has now grown up into a premier organisation for research and development in the field of mulberry sericulture science and technology. Over the years, the Institute has provided commendable support to enhance silk productivity and quality and contributed to the generation of higher income for the farmers. The Institute has made many a breakthrough in tropical sericulture technology and acclaimed recognition at international level as a lead Institution. The major fields of research at CSRTI are Mulberry breeding and crop production, silkworm breeding and rearing techniques, silkworm diseases and pest management, etc.

The institute located 7 km from Mysore city on Manandavadi Road. The institute is spread over a area of 140 acres. The institute consists of number of research laboratories, administrative offices, Library, hostels, service buildings and staff quarters, mulberry gardens and other facilities. The institute wants to engage a private registered security agency for providing security services to its campus, buildings, hostels, mulberry and other facilities, etc.





## 2. SCOPE OF WORK

1. The Director, CSRTI, Mysore requires services of registered, reputed and well experienced contractors/agencies having atleast five years experience in the field of providing security services to the institute.
2. The Contract for providing security services will be initially for a period of one year from date of commencement of the work, which may be further extended on same rate and terms and conditions for another two years period depending upon the need and performance of the contractor/agency during previous year. The contract may be terminated at any time owing to deficiency in services provided the contractor/agency or breach of terms and conditions of contract, non compliance of orders of the Director.
3. The Contractor/ Agency should deploy very efficient Security Guards to manage the security issues duly supervised by Ex-service men as specified by the Institute through posting the security personnel in such a manner so as to ensure, attending to the following :-
  - (a) Every aspect of the security, personal security, prevention of unauthorized movement of the goods/stranger avoiding damage of any kind to the unit in which service is being provided.
  - (b) Movement of men, materials and machinery at CSRTI, Mysore.
  - (c) Screening and recording all incoming and outgoing persons, vehicles and materials.
  - (d) Verification of gate passes and visitor's identity and check for persons visiting CSR&TI wear a "VISITOR BADGE" and he/she should have sufficient reason to see a person of the CSR&TI.
  - (e) Detection/tracing of the persons involved in theft and reports the matter to the authority concerned.
  - (f) Introducing anti-theft measures.
  - (g) Reporting of cases of theft to the local police and the CSR&TI authorities and follow-up of each case.
  - (h) Providing escort services to men, materials and valuable, if necessary.
  - (i) Informing and assisting the fire brigade staff in emergency.
  - (k) Prevention of entry of unauthorized persons to the premises with due regard to vigilance of the entire campus during and after office hours and in staff quarters on all days.
  - (l) Performance of any other task assigned by the CSRTI, CSB in the interest of security.
  - (m) To provide Security for the CSRTI, CSB Property in areas/locations as assigned by the officer designated by the institute.



### 3. INSTRUCTIONS TO THE BIDDERS

Please read the instructions carefully.

#### A. GENERAL INSTRUCTIONS

1. The Security service Contractor/Agency shall be registered and possess valid licence under the Private Security Agencies (Regulation) Act 2005/Karnataka Security Agencies Rules 2008 issued by the Deputy Inspector General of Police (Internal Security Division), office off Director General and Inspector General of Police, Bangalore
2. The Contractor/Agency interested in providing security services at CSRTI, Mysore should have atleast five years experience in the field of providing security services to the Central or State Government organizations or a reputed Public Sector Undertaking (PSU)/Public Company/University/ Institute, etc.
3. Before submitting the Bid/tender to the Institute, the bidders may seek clarification(s), if any, from Asstt. Director, Establishment in person by visiting the Institute during working hours by taking prior appointment (Tel. No. 0821 2361937).
4. The services to be rendered by the bidder/contractor must not be altered.
5. The Financial bids submitted by all bidders should be valid for at least for a minimum period of 120 days from the date of opening of Technical Bids.
6. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
7. The successful bidder will have to enter into an agreement with the Institute before taking charge/possession of the Campus and commencement of the security services/work.
8. Any action on the part of the Bidder/tenderer to influence any officer of the Institute or canvassing in any form shall make the tender liable for rejection.
9. The Institute reserves the right to reject any or all the tenders without assigning any reason.

#### B. GUIDELINES FOR SUBMISSION OF TENDER/BIDS

- 10 The bids are to be submitted in two parts – Technical Bid and Financial Bid
  - a. Sealed Technical Bid In Annexure 1, along with a Demand Draft for Rs. 40,000- (Rupees Forty Thousands), drawn in favour of Director, CSRTI, Mysore payable at Mysore, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed "TECHNICAL BID FOR PROVIDING SECURITY SERVICES AT CSRTI, Mysore". Tender Document received without EMD will be summarily rejected;
  - b. Sealed Financial Bid in Annexure 2 placed in a separate envelop super-scribed: "FINANCIAL BID FOR PROVIDING SECURITY SERVICES AT CSRTI, Mysore" .



- 11 The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed "BID FOR PROVIDING SECURITY SERVICES AT CSRTI, Mysore". This bigger envelop, bearing the name & complete postal address of the bidder, should be addressed to :

DIRECTOR,  
Central Sericultural Research & Training Institute,  
Manandavadi Road, Srirampura,  
Mysore 570 008

and deposited in the Tender Box kept in Establishment Section on or before 12.00 noon on 31.08.2010. Tenders received after due date & time shall not be accepted.

- 12 The bidders who have downloaded the tender document from CSRTI, Mysore website are required to submit cost of Tender Documents (Rs. 1,000/-) by Demand Draft drawn in the favour of the Director, CSRTI, Mysore payable at Mysore. Tender Documents Downloaded from CSRTI website and submitted without cost of tender will be rejected.
- 13 The bidder must write the name and full postal address at the back of the Demand Drafts.
- 14 The bidder should ensure that the amounts are written in Financial Bid in such a way that interpolation is not possible. No blank space should be left.
- 15 All the corrections in the financial bid shall be countersigned by the bidder.
- 16 Not more than one tender will be submitted by one tenderer.
- 17 The tenderer should furnish the following information with documentary evidence along with Technical Bid :
- i) Company profile indicating the details of address, website, fax, email address, telephone number, if any.
  - ii) Registration Certificate/Licence, under the Private Security Agencies (Regulation) Act 2005 (Central Act 29 of 2005) or Karnataka Private Security Agencies Rules, 2008 issued by the Deputy Inspector General of Police (Internal security Division), office of Director General and Inspector General of Police, Bangalore
  - iii) Provident fund Account No.
  - iv) Proof of ESIC in favour of the labours.
  - v) Income Tax Clearance Certificate.
  - vi) Service Tax No., VAT No., PAN No. and its related documents.
  - vii) Proof of compliance of various provisions of the Contract Labour (Regulations & Abolition) Act 1970 with the provisions of other laws such as Workmen's Compensation Act 1923, Minimum Wages Act 1948, EPF Act, Gratuity Act and other rules framed by Government of India. In case, the Institute is require to



incur any expenses as Principal Employer under the provisions of laws for non-completion of statutory norms, the Institute shall recover the same from the Contractor/Agency bills.

- viii) Bankers Name Address.
- ix) Balance sheet for the last three years.
- x) List of clients including the name of the contact person, telephone number.
- xi) Copies of the work order for works carried out during the last five years (enclose work order copy).
- xii) An affidavit duly certified by notary that the partners of the firm are sole proprietor or company have never been blacklisted by any Department. They should also certify that there is no police case/enquiry and / or ever been punished by the Hon'ble Court.

The submission of the bid without the documents mentioned above is liable for rejection. If the tenderer gives wrong information deliberately to create conditions for acceptance of the tender, the tender/bid is liable for rejection.

- 18. All the pages of the tender document should be signed by the bidder or authorized signatory of the firm.
- 19. Failure to fulfill any of the conditions given above shall render the tender for rejection.

### **C. OPENING OF BIDS**

- 20. The Technical Bids will be opened on 31.08.2010 at 3.00 p.m. in the Meeting Hall of Administrative Block at CSRTI, Mysore in the presence of such bidders who may wish to be present, either in person or through their authorized representatives.
- 21. **The Financial Bids of only technically acceptable tenders (as mentioned in para 18 above) will be** opened for further consideration. The decision of the Institute in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the Institute.
- 22. EMD of the unsuccessful bidders will be returned, without interest at the earliest.

### **D. ELIGIBILITY CONDITIONS/GUIDELINES FOR EVALUATION OF TECHNICAL BIDS**

23. Basic Eligibility for empanelment of the bidders for Security Services:

- (a) The Bidder shall possess valid licence under the Private Security Agencies (Regulation) Act 2005/Karnataka Security Agencies Rules 2008 issued by the Deputy Inspector General of Police (Internal security Division), office of Director General and Inspector General of Police, Bangalore



- (b) The bidder should be in Security Services business for a minimum period of five years as on 31.07.2010
- (c) Experience of having successfully run or in hand the security services during the last five years ending 31.07.2010 as per following:
- 5 completed security service contracts or security service contracts in hand for providing not less than 25 security persons
  - Or
  - 3 completed security service contracts or security service contracts in hand for providing not less than 50 security persons
  - Or
  - 1 completed security contracts or security contracts in hand for providing not less than 100 security persons
- (d) Average Financial Turn-Over (Gross) The bidder's average annual financial turnover (gross) in security services during the last three financial years, i.e., 2007-08, 2008-09 and 2009-10, duly audited by CA should not be less than Rs. 50 Lakhs/year. Year in which no turnover is shown would also be considered for working out the average.
- (f) Performance Certification : The bidders' performance, for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements.
- (g) Tenders received without proper documents, including demand draft, shall be summarily rejected.

For the purpose of pre-qualification, applicant will be evaluated in the following manner:

- 24 . The initial criteria prescribed in Para 23 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for empanelment for the work will be determined.
25. The above will be followed by the visit of the Team of CSRTI to the sites of the contractor to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the security services provided etc.
26. On the basis of 24 and 25 above the financial bids will be opened.



## **E. EVALUATION OF FINANCIAL BIDS**

27. The Financial Bids only of the Contractors/Agencies whose Technical Bids have been found substantially responsive to the Bidding Document will be opened. Such Contractors/Security Agencies will be informed by the Office.

## **F. AWARD OF THE CONTRACT**

28. The contract will be awarded to the bidder who has quoted lowest Financial Bid value worked out using mentioned formula under section 26.

## **G. PERIOD OF CONTRACT**

29. The contract for Security Services will be maximum for a period of three years from the actual commencement of Security services. However, the Contract will shall remain valid initially for a period of one year and will be extended for another period of one year on satisfactory service/performance during the first year at the same rate and terms and conditions.

## **H. FORFEITURE OF EMD**

30. EMD of the successful bidder shall be liable to be forfeited if the bidder does not fulfill any of the following conditions:

- i. An agreement is not signed in the prescribed form within Fifteen (15) days of the receipt of the Letter of Award of the Contract;
- ii. The Contractor does not commence security services within fifteen (15) days of receipt of the Contract Award Letter from Director, CSRTI, Mysore.

## **I. SECURITY DEPOSIT**

31. The successful bidder will be required to submit with CSRTI Fixed Deposit Receipt (in original) made in favour of CSRTI, Mysore for a sum of Rs.1,00,000/- (Rupees One lakh) as Deposit on account of Performance Security. The Fixed Deposit Receipt, renewed from time to time, will be retained by the Institute for the entire period of the contract and on termination of the contract, the Institute will refund to the contractor the sum of Rs. 1,00,000/- along with interest accrued thereon during the entire period of the contract.



## 4. TERMS & CONDITIONS

**Note : The bidders are advised to read the Terms and Conditions carefully.**

### GENERAL

1. The successful bidder/tenderer will have to make an agreement as per format under Section - 7 with Director, CSRTI, Mysore on the terms and conditions of the contract on a Rs. 100 Non-Judicial Stamp paper. The cost of the Stamp Paper has to be borne by the Contractor/Agency.
2. The Contractor/Security Agency should have an Office in Mysore.
3. The successful bidder will be required to submit with CSRTI Fixed Deposit Receipt (in original) made in favour of CSRTI, Mysore for a sum of Rs.1,00,000/- (Rupees Fifty Thousands) as Deposit on account of Performance Security before signing of the Agreement. The Fixed Deposit Receipt, renewed from time to time, will be retained by the Institute for the entire period of the contract and on termination of the contract, the Institute will refund to the contractor the sum of Rs. 1,00,000/- along with interest accrued thereon during the entire period of the contract.

### JOB RESPONSIBILITIES OF THE CONTRACTOR/SECURITY AGENCY

4. The Contractor/ Agency should deploy very efficient Security Guards to manage the security issues duly supervised by Ex-service men as specified by the Institute through posting the security personnel in such a manner so as to ensure, attending to the following : -
  - a. Every aspect of the security, personal security, prevention of unauthorized movement of the goods/stranger avoiding damage of any kind to the unit in which service is being provided.
  - b. Detection/tracing of the persons involved in theft and reports the matter to the authority concerned.
  - c. Movement of men, materials and machinery at CSRTI, Mysore.
  - d. Screening and recording all incoming and outgoing persons, vehicles and materials.
  - e. Verification of gate passes and visitor's identity and check for persons visiting CSRTI wear a "VISITOR BADGE" and he/she should have sufficient reason to see a person of the CSRTI.
  - f. Introducing anti-theft measures.



- g. Reporting of cases of theft to the local police and the CSR&TI authorities and follow-up of each case.
- h. Providing escort services to men, materials and valuable, if necessary.
- i. Informing and assisting the fire brigade staff in emergency.
- j. The Security Agency will be responsible for any theft in office campus for their negligence and the cost of the material would be recovered from their payment.
- k. Prevention of entry of unauthorized persons to the premises with due regard to vigilance of the entire campus during and after office hours and in staff quarters on all days.
- l. Performance of any other task assigned by the CSRTI, CSB in the interest of security.
- m. To provide Security for the CSRTI, CSB Property in areas/locations as assigned by the officer designated by the institute.
- n. Special Assignment: The Security Guard/Supervisor should carry out any specific task as may be assigned to them by CSRTI Mysore, from time to time in the interest of the security of the premises, any unauthorized activity may be objected and should be brought to the notice of the higher authorities in writing. Security Supervisor should collect information on security matters and brief Establishment Officer immediately depending upon gravity of the situation.

## STANDARD OF FOR PHYSICAL FITNESS OF SECURITY GUARDS, SECURITY SUPERVISORS

5. 1 Security Guards : A person shall be eligible for being engaged or employed as Security Guard, , if he/she fulfills the standards of physical fitness as specified below :
- (a) The guard not be less than 18 years and more than 50 years and they should be physically fit to perform the duties assigned to them.
  - (b) Height, 160 cms (for females 150 cms)
  - (c) Eyesight : Far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from colour blindness
  - (d) Free from knock knee and flat foot.



- (e) Hearing : free from defect, should be able to hear and respond to the spoken voice and alarms generated by the security equipments.
- (f) The Guard should have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.
- (g) The guard and supervisors should be free from any contagious or infectious disease. He should not be suffering from any disease which may likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- (h) The security agency shall ensure that every security guard undergoes a medical examination at the time of appointment and thereafter once in every twelve months from his/her last such examination so as to ensure his continued maintenance of Physical standards as prescribed for the entry level.

## 5.2 Security Supervisor

- (a) He should have two years experience as a guard, or should be ex-serviceman. He should be conversant with the duties of security guard. The knowledge of fire fighting will be an added advantage.
- (b) The Security Supervisors should possess minimum educational qualification of 10<sup>th</sup> Class pass In addition to other qualifications laid down for Security Guards mentioned above.
- (c) Should have good knowledge of Security Systems and be able to control movement of goods, personnel and transport.
- (d) Should be able to gather information on security matters of the Institute.
- (e) Should be well versed in fire fighting, disaster management and be able to advise and train security guards deployed on matters relating to first aid, fire fighting and security.

## SHIFT HOURS

6. The security guards and the security supervisors shall be deployed in 3 shifts as detailed below:

- 1<sup>st</sup> Shift      06.00 hours to 14.00 hours
- 2<sup>nd</sup> Shift      14.00 hours to 22.00 hours
- 3<sup>rd</sup> Shift      22.00 hours to 06.00 hours



## DUTIES OF GUARDS AND SECURITY SUPERVISORS

### 7.1 DUTIES OF GUARDS

- (a) To guard entrance and exist points and to control the movement of the visitors and to control the movement of the visitors and avoid inconvenience, if any. Cordially and diligently. Every visitor should be guided to Reception; Identity cards of staff of employees should be personally checked.
- (b) To check all incoming and outgoing property/goods and to ensure that they are accompanied by proper gate pass/authority letter. Copy of such gate-pass/authority letter should be kept in safe custody.
- (c) The report to the concerned authority/supervisor if any incident of theft, pilferage, fire or arson occurs.
- (d) To provide necessary security cover to employees of CSRTI, Mysore.
- (e) To check the movement of office vehicles by noting time of out going and incoming vehicle with their numbers. A separate register be kept for private vehicle with similar particulars.

### 7.2 DUTIES OF SECURITY SUPERVISOR

- (a) He shall be responsible for orderly conduct and discipline of all guards and he shall inspect and ensure that each guard turns up for duty in smart-turn out in uniform with badge.
- (b) He shall check each member of the security staff frequently in the shift with an element of surprise and report any important occurrence pertaining to theft, loss, pilferage, fire, accident etc. In case any of the said staff is found negligent or absent from duty, a report about him should be submitted to the agency for proper/prompt action.
- (c) He shall also report all such events to the CSRTI Authorities promptly without any loss of time.
- (d) He shall specifically ensure the security of staff and Officers in the CSRTI.
- (e) He should submit periodical reports to the Security Incharge of CSRTI, Mysore.

## UNIFORM

- 8. Uniforms shall be supplied by the Contractor at his own cost, to the persons deployed for this work and it shall include Khaki bush-shirt, army cut pant, anklets, ankle boots, web belt (with baton strap), baton, beret with ceremonial heckle and line yard, whistle., loaded torches [ Rechargeable torches are not permitted] etc. The seasonal equipment such as Jerseys, great coats, in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and the CSR & TI, shall have no liability whatsoever on this account. The Director of the CSR & TI shall approve the Uniform.



## CHARACTER VERIFICATION AND ANTECEDENTS

9. The Security Agency should get the character/antecedence of each Security Guards/Supervisor verified before he is engaged them and he should be able to produce the verification report as and when required for any departmental enquiry of the Institute or police concerning each Security Guard/Supervisor who may be engaged by him.

## PHOTO IDENTITY CARDS

10. The Security Guard/Supervisor who may be engaged by Security Agency from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should be worn by each security guard/supervisor on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal. A duplicate copy of each identity card should be made available to the Establishment Section of CSRTI, Mysore, in advance. Present and permanent addressees of all security personnel including security supervisor should be made available to the Establishment Officer before their deployment in CSRTI, Mysore.

## POLICE COMPLAINTS

11. For any matter requiring police complaint/assistance, prior permission should be taken from CSRTI, Mysore. Liaison with police is to be maintained for detection of theft cases, law and order problems, etc. of the Institute.

## LIAISON

12. A responsible person of the Agency should maintain on its behalf with the Establishment Officer of the Institute, at least once a week or whenever called for.

## REMOVAL OF SECURITY GUARDS/SUPERVISOR

13. The Security Agency shall remove/change/replace any Security Guard/Supervisor, if at any time found unsuitable or undesirable in the opinion of the Director, CSRTI, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract. Notwithstanding the above, he will periodically change the guards from our Institute and also rotate them on their duty posts.

## DUTY CHECKING

14. The Security Agency's Guard would be liable to be checked by this Institute's Establishment Officer and any other Officer of this Institute and for this purpose he should maintain a Guards Attendance/Schedule Register. Its supervisors, or any of its officials for their upkeep, alertness and alcoholism should also check Security Agency guards. As special assignment, they have to carry out intelligence work by taking rounds in civil dress.



## LIABILITY

15. Loss or damage to any material/property either through theft or otherwise due to negligence of its Security Guard/Supervisor shall be made good by Security Agency at its own cost. The decision as to whether the loss or damage through the theft is attributable due to negligence of its Security Staff shall solely rest with the Director, CSRTI, who shall have the right to require Security Agency to pay the costs of such missing/damaged material/property and it shall make good without any demur or objection on receipt of a written demand from CSRTI, as and when circumstances arise.

## ASSIGNMENT

16. The Security Agency shall not assign or transfer this contract or part thereof to any one.

## COMPLIANCE OF LABOUR LAWS & REGULATIONS

17. The Contractor/Security Agency is required to comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, which includes maintenance of Attendance Register, maintenance of Payment Register, etc. The Security Agency has to deposit the wages of its employees in the Central Bank of India, Extension Counter located in CSRTI, Mysore campus in the account of the employees, and to comply with the provisions of ESI/PF, etc. He is required to produce copies of all challans/documents of having deposited the amount, every month along with his monthly bill.
18. The Security Agency shall be responsible for the payments to Security Guards/Supervisors employed for the performance or carrying out the said work and that CSRTI, Mysore, shall in no event be liable and he shall keep CSRTI, Mysore, indemnified against the same and from all proceedings in respect thereof. The payment to the employees of Security Agency towards wages, allowances should be made by A/C payee cheque and in case the payment is remitted in cash, it should be disbursed in the presence of authorized representative of CSRTI, Mysore.
19. The Security Agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's Compensation Act and amendments thereto. He shall be responsible for and pay the expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the premises. The employees (Security Guards/Supervisor) shall be deemed to be his employees for the purpose of the Shops & Establishments Act (Karnataka State), Payment of Wages Act, Minimum Wages Act and all other Labour Laws, Rules and Regulations there under, CSRTI, Mysore, reserves the right to check the actual payment of the wages register maintained by him and also the connected documents in respect of the above.



20. The Security Agency shall duly introduce the Contributory Insurance Scheme for its employees under him, if so required by law as envisaged by the provisions of the Employees' State Insurance, Act, 1948.
21. The Security Agency shall duly introduce the provident fund scheme for its employees if so required by law as envisaged under the provisions of Employees' Provident Fund. As the Security Agency should see that the recoveries of Provident Fund in respect of his employees are made regularly from the wages of his employees as per the terms of the Provident Fund Act/Scheme, and the same is deposited regularly with the concerned authority.
22. The Security Agency shall observe and implement all the laws of the land and the rules framed there under such as Workmen's Compensation Act, Industrial Disputes Act, Minimum Wages Act, Factories Act and Central Labour Act. and that CSRTI, Mysore, shall in no event be liable or responsible for any default that will arise out of non observance of such laws/rules on his part and that he shall indemnify and keep indemnified CSRTI, Mysore, against any damage and/or injury caused to the premises, or to the properties.
23. Any acquiescence or waiver by CSRTI, Mysore, of any delay, breach or default committed by him shall not be deemed to be or considered as estoppels against CSRTI, Mysore, or prevent CSRTI, Mysore, from exercising any of its rights under any of the provisions mentioned in this documents.
24. The Contract is initially for a period of One year and will be extended for a further period of one year depending upon the performance and other related factors. During the validity period of the Contract, there shall be no revision of the compensation payable to the Security Agency. The Security Agency shall ensure that it pays the minimum wages in force and as prescribed by the competent authorities. The Security Agency is required to maintain all documents and records as required under the statutory laws and rules in force from time to time.

## PAYMENT

25. Bills raised by the Security Agency will be paid to the Security Agency within 10 days from the date of submitting the same with all relevant documents to the Establishment Section of CSRTI, Mysore. Security Agency will maintain a Muster Roll to record the presence on duty of Security Guards and Security Supervisor for each shift of the duty. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the Institute. All the payments made by the CSRTI, Mysore shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act 1961.



## ABSENCE OF GUARDS/SECURITY SUPERVISORS & ADDITIONAL MAN POWER

26. The Security Agency shall be responsible for providing the requisite man-hours as detailed above on round the clock basis on all days. If the persons falling sick avails leave or remains absent arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the Security Agency on pro-rata basis.

## CAMPING FACILITY

27. The Security Agency and its persons employed by him at CSRTI, Mysore have no camping right whatsoever in the Institute's premises.

## INDEMNIFICATION

27. The members of the Security staff provided by the Security Agency should be employees of the Security Agency and all disputes between the Security Agency and the security staff shall be resolved by the Security Agency and shall have no bearing on CSRTI, Mysore. The Security Agency should indemnify any claim, title indebt, cost, damage, compensation in respect of its employees posted on CSRTI, Mysore premises.

## LIQUIDITY DAMAGES

28. Liquidity damages of 1% per day of the monthly service charges shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the Security Agency as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land.

## PENALTY

28. The Director/Officer-in-Charge, CSRTI, Mysore shall be entitled to impose any penalty to the extent of Rs. 5000/- (Rupees five thousand only) on the first occasion upon the agency in the event of breach, violation contravention of any of the terms and conditions contained the agreement brought to the notice. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the Director/Officer-in-Charge, CSRTI, Mysore in this regard shall be final and binding upon the agency. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive but illustrative and penalty may be imposed on any violation/breach or contravention of any of the terms & conditions as well as assigned duties and responsibilities.

- (a) If the personnel are not found in proper uniform, and not displaying photo identity card.
- (b) If the personal found indulging in smoking/drinking alcohol while on duty.
- (c) If any personnel found performing the duty by submitting a fake name and address.



## TERMINATION OF THE CONTRACT

30. The contract can be terminated in under any of the following conditions :

CSRTI, Mysore shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Security Guards or Security Supervisors, employed by it.

31. Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Security Agency.

32. Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.

33. If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.

34. If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.

34. If Security Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the Director of CSRTI, Mysore, whose decision in that behalf shall be final is prejudicial to the interest or good name of the Institute.

35. If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.

36. Violation of the provisions of Contract Labour (R & A) Act 1970, Private Security Agencies (Regulation) Act 2005 and other acts, rules schemes or notifications issued by the Central or Karnataka State Govt. from time to time, as applicable.

37. On termination/expiry of the contract, the, Security Agency will immediately remove all its personnel from the premises of the CSRTI.

## JURISDICTION

38. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Mysore courts only.



## Annexure I

### CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE

CENTRAL SILK BOARD,  
MINISTRY OF TEXTILES, GOVT. OF INDIA  
MANANDAVADI ROAD, SRIRAMPURA  
MYSORE - 570 008

### TECHNICAL BID

**NOTE : To be filled and placed in a separate envelop super-scribed:  
"TECHNICAL BID FOR PROVIDING SECURITY SERVICES AT CSRTI, Mysore" .**

1. Name of Contractor/Agency/Firm :  
(Attach certificate of registration)

2. Full address of the Contractor/Agency/Firm :

3. Contact details of the Contractor/Agency/Firm :

Telephone Number :

Mobile No. :

Fax No. :

Email :

Website :

4. Private Security Agency (Regulation) Act  
2005 Registration Number (Attach a  
Photocopy of the Registration Certificate) :

5. Contract Labour (Abolition and Regulation  
Act) 1970 Registration Number (Attach a  
Photocopy of the Registration Certificate) :

6. EPF Registration Number (Please attach a copy) :

7. ESI registration Number (Please attach a copy) :

8. PAN Number (Please attach a copy) :

9. Service Tax Registration Number (Please attach a copy) :



10. Details of similar Contract handled/being handled by the Contractor/Tenderer/ Agency

S.No.	Details of the client with address, telephone and fax numbers	No. of Security Personnel involved in the Contract	Amount of Contract (Rs.)	Duration of Contract	
				From	To

Note : If space is insufficient please use additional sheets

11. Additional information, if any (Attach separate sheets if required ) :

DECLARATION

I ..... Proprietor/Director/Authorized signatory of agency/firm mentioned above, is competent to sign this declaration and execute this tender document.

I/we have read the Terms and Conditions of the contract given above, I agree to abide by them.

The information/document furnished with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the Contractor or authorized person : \_\_\_\_\_

Name of the authorized person : \_\_\_\_\_

Seal of the firm :

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

Place : \_\_\_\_\_



## Annexure II

### CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE

CENTRAL SILK BOARD,  
MINISTRY OF TEXTILES, GOVT. OF INDIA  
MANANDAVADI ROAD, SRIRAMPURA  
MYSORE - 570 008

### FINANCIAL BID

**NOTE : To be filled and placed in a separate envelop super-scribed:  
"FINANCIAL BID FOR PROVIDING SECURITY SERVICES AT CSRTI, Mysore" .**

Different types of the Security Personnel Required for Security Services at CSRTI, Mysore

Type of Security Personnel	Number Security Personnel required
Security Officer (Ex-serviceman)	1 (One)
Security Supervisors (Ex-serviceman)	3 (Three)
Security Guards	25 (Twenty Five)
Total	29 (Twenty Nine)

#### **Table 1 : Calculation of rates for different types of the Security Personnel**

**Note :** The wages should not be less than the rates of minimum wages notified by the concerned State Governments for Security personnel from time to time. No separate reliever charges is payable. The tenderer should specifically indicate the rates in the format given below only.

S. No.	Particulars	Security Guard	Security Supervisor (Ex-serviceman)	Security Officer (Ex-serviceman)
1.	Basic + VDA As on ----- vide G.O.No-----dated- ----- Copy enclosed			
2.	PF on Basic + VDA			
3.	ESI on Basic + VDA			
4.	Service charges of the Security Agency			
5.	Sub-Total (1+2+3+4)			
6.	Service Tax @ 10.3% on S.No. 5			
	Grand Total (5+6)			

**Continued.....**



**Table 2 : Rates & Amount for different type of security personnel**

Item No.	Type of Security Personnel	Rate per personnel per month *** (a)	Number Security Personnel required (b)	Amount (Rs.) per month (a) x (b)
1	Security Officer (Ex-serviceman)		1 (One)	
2	Security Supervisor (Ex-serviceman)		3 (Three)	
3	Security Guard		25 (Twenty Five)	
Total			29 (Twenty Nine)	

**\*\*\* to be taken from Table 1**

Total Amount per months in words .....

Total Amount per year ( Total amount per month x 12) = Rs.....

Total Amount for 12 per months in words .....

Dated:

Signature & Seal of the  
Contractor/Agency or the  
bidder.



Note : To be made on Rs. 100 Non Judicial Stamp Paper)

## DRAFT OF CONTRACT AGREEMENT

### AGREEMENT

THIS AGREEMENT made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between Central Sericultural Research & Training Institute, Srirampura, Manandavadi Road, Mysore 570 008 and referred to as the "CSRTI, Mysore" which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns of the FIRST PART

And M/s \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, 1956 [or individual concern of firm as the case may be] having the office at \_\_\_\_\_ represented by \_\_\_\_\_ (Hereinafter referred to as "Security Agency" [ which expression shall always include unless repugnant to the context, its executors, administrators, successors and assigns] of the SECOND PART.

WHEREAS the CSRTI, Mysore is an unit of Central Silk Board, a Statutory Body created by an Act of Parliament viz. Central Silk Board Act 1948, under the Ministry of Textiles, Government of India [hereinafter referred to as CSB] & is desirous of giving a job contract for providing security services at CSRTI, Mysore, the Member Secretary who represents the Central Silk Board, has authorized the Director, CSRTI, Mysore to execute this Agreement.

WHEREAS the Security Agency who is engaged in the business of providing security services has offered to provide security services to the CSRTI, Mysore. He has represented that he is a registered contractor and has obtained license under the provisions of Private Security Agencies (Regulation ) Act 2005 and Contract Labour [Regulation and Abolition] Act, 1970 and has further represented that he is eligible ;to get this contract and there is no legal or any other bar for him in this respect.

WHEREAS the Security Agency has expressed their keen desire to provide the said services to the CSRTI, Mysore under this agreement. The Security Agency has also represented that they have the necessary infrastructure, manpower and experience in the above area and they possess the financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the CSRTI, Mysore from time to time.

WHEREAS on the aforesaid representation made by the Security Agency to the CSRTI, Mysore, the Parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.



The following documents shall be deemed to form and be read and construed as part of this Agreement :

1. The letter of Acceptance of Bid
2. Tender document for providing the security services at CSRTI, Mysore in whole containing.
  - a. Tender Notice
  - b. Introduction
  - c. Scope of work
  - d. Instructions to the bidders
  - e. Terms & Conditions
  - f. Technical Bid
  - g. Financial Bid
  - h. Contract Agreement
3. The letters exchanged between the CSRTI, Mysore and Security Agency after receipt of the Bids and award of the Contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER :

1. OBLIGATIONS OF THE SECURITY AGENCY

- a. The Security Agency shall operate and provide security personnel to the CSRTI, Mysore at its various sites/points as indicated vide Annexure 1 to this Agreement. The said Annexure also indicates number of security personnel provided and their description.
- b. The regularity of the performance of the service will be the essence of this Agreement and shall form a central factor of this Agreement. The Security Agency shall take all possible steps to ensure to maintain its performance as determined by the CSRTI, Mysore from time to time.
- c. The assessment made by CSRTI, Mysore regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to provide/give the required quality of security service at any given place, premises or part thereof, shall be final and acceptable by and binding upon the Security Agency and services should be provided accordingly.
- d. The Security Agency shall provide the security services at the demised premises by deploying its well trained and experienced personnel who are physically fit in such numbers as may be instructed as per the assessment made by the CSRTI, Mysore as to how many personnel can provide the required quality of services at a given place for a given job. The security personnel preferably Ex-servicemen so deployed should be literate and able to read and write English, Hindi/ Kannada.



- e. That the Security Agency shall communicate the names, parentage, residential address, age , etc. of the persons deployed at each point.
- f. That the Security Agency shall ensure that the personnel of the Security Agency are punctual and remain alert and vigilant in performance of their duties. If the CSRTI, Mysore notices that the personnel of the Security Agency ha/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Security Agency who will devise corrective steps immediately to avoid recurrence of such incidents and report to the CSRTI, Mysore its action plan.
- g. That the Security Agency shall ensure that the persons so deployed do not allow any property of the CSRTY, Mysore to be taken out of the premises without a Gate Pass signed by the designated official. The CSRTI, Mysore will intimate to the Security Agency specimen signatures of the Officials designated and authorized and to sign the Gate Pass. Any changes will be intimated in writing.
- h. If any personnel of the Security Agency indulge in theft, negligence or any illegal/irregular activities, misconduct, the Security Agency will take appropriate action against its erring personnel and intimate accordingly to the CSRTI, Mysore.
- i. That it shall be the sole responsibility of the Security Agency to ensure security and safety of all type of properties movable and immovable assets of the CSRTI, Mysore and if there is any loss on account of dishonesty, connivance and/or due to any cause, the Security Agency shall make good on demand the entire loss to the said CSRTI, Mysore as assessed by the CSRTI, Mysore. The Security Agency shall report promptly to the CSRTI, Mysore theft or pilferage that takes place or where any attempt is made to that effect and loss, if any shall be recovered fully from Security Agency subject to reimbursement, if proved by the investigating authorities that the loss was not due to the negligence on the part of the security personnel so deployed by the Security Agency. The loss so assessed shall be recovered from the Security Agency from out of the Security Deposit and or from any amount due to the Security Agency and balance if any shall be recovered in a manner as deemed fit by the CSRTI, Mysore. The decision of the CSRTI, Mysore is final.
- j. The Security Agency shall keep liaison with the Police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.

## 2. TERMS OF PAYMENT

- a. In consideration of the due and satisfactory services rendered by the Security Agency's workforce in terms of this Agreement in the preceding month the CSRTI, Mysore shall pay to the Security Agency every month on receipt of bill



and claim for service charges on this account, minimum wages as may be admissible to the workforce as under :

- i) Consolidated sum amounting to total monthly emoluments payable for the workforce of the Security Agency supplied to CSRTI, Mysore in terms of this Agreement consisting of statutory minimum wages as notified by the Karnataka State Level department (Supported by copy of notification) plus EPF and ESI charges at the notified statutory rates (prevailing rates are Rs. xx/month).
- ii) Service charges at xxx/month/person engaged by the Security Agency for the services rendered by him to the CSRTI, Mysore in respect of the Agreement.

Both the bills shall be claimed separately every month and shall be accordingly payable to the Security Agency by the CSRTI, Mysore.

- b. The Security Agency shall not increase the said service charges on any ground whatsoever during the period of this Agreement.

The rates of minimum wages, EPF, ESI deductions are subject to revision as per the revisions statutorily effected by the concerned State Level Departments as notified from time to time. In which case, the revised rates are admissible only such revisions are supported by the copies of the relevant notifications issued by the concerned State Level Department.

- c. All the payments made by the CSRTI, Mysore shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act 1961.

The agreed sum shall also be liable for deduction which may become due under the relevant clause of this Agreement.

- d. The Security Agency, being the employer in relation to persons engaged/employed by it to provide the services under this arrangement shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wages as fixed or prescribed for the category of the workers employed by it from time to time by the State Government and/or any other authority constituted by or under any law.

- e. The Security Agency will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with proof of EPF and ESI remittances and the bill to be submitted on the 3<sup>rd</sup> day of every calendar month for verification to the nominated official of CSRTI, Mysore, failing which, the payment of the bill by CSRTI, Mysore will be withheld until such compliance. The Security Agency shall ensure that payment to his employees is made in cash in the presence an authorized representative of the CSRTI, Mysore. The said authorized representative will make entries in the Register of Wages or the Register of Wages-cum-Muster roll as the case may be in the following form :

"Certified that the amount in column no. .... has been paid to the employees concerned in my presence on ..... at....."



### 3. SUBMISSION AND VERIFICATION OF BILLS

The Security Agency shall submit on a monthly basis the bills for the services rendered in the preceding month along with enclosures as indicated supra to enable the CSRTI, Mysore to verify and process the same.

### 4. REPORTING TIME AND PLACE

- a. The personnel of the Security Agency shall provide the requisite services on an 8 hour working shift for 7 days a week or as the CSRTI, Mysore may require from time to time. Such personnel shall be stationed at the designated sites and shall report to the designated officer of the CSRTI, Mysore during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditioned mentioned in this agreement.
- b. The services rendered by the Security Agency under this Agreement shall be under close supervision, coordination and guidance of the CSRTI, Mysore, Security Agency shall frame appropriate procedure for taking immediate action as may be advised by the CSRTI, Mysore from time to time.
- c. The Security Agency shall decide the modus operandi as to engage the security men by it for rendering proper and efficient services and to conform to its prescribed standard.

### 4. DISCIPLINE

- a. The personnel of the Security Agency shall always be tidily dressed in the uniform supplied by the Security Agency at its own cost. The pattern of the uniform to be supplied by the Security Agency will be of a different pattern than given by the CSRTI, Mysore to its own employees. Further, the Security Agency shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at CSRTI, Mysore's option would be subject to verification at any time. The CSRTI, Mysore may refuse the entry into its premises to any personnel of the Security Agency not bearing such identity card or not being tidily dressed.
- b. No personnel of the Security Agency shall leave the demised premises where they have been deployed without the permission of the CSRTI, Mysore.
- c. The CSRTI, Mysore shall always have the right and liberty to do surprise inspection at its sites.
- d. The services rendered by the Security Agency under this Agreement will be under close supervision. Coordination and guidance of the CSRTI, Mysore. The Security Agency shall frame the appropriate procedure for taking immediate action as may be advised by the CSRTI, Mysore from time to time.



- e. The Security Agency shall take all the reasonable precautions to prevent any unlawful riot or disorderly conduct of acts of his employees so deployed and for the preservation of peace and protection of persons and the property of the CSRTI, Mysore.
- f. That in case any of the persons so deployed by the Security Agency does not come upto the mark of performance in his duties or indulge in any unlawful rioting or disorderly conduct, or is not desired by the CSRTI, Mysore, the Security Agency shall at once remove him from the premises and put another person in the place. The Security Agency shall immediate replace the particular person so deployed on the demand of the CSRTI, Mysore in writing.
- g. That the Security Agency shall deploy his employees in such a way that the employees get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Minimum Wages Act. The Security Agency shall in dealing with persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The Security Agency shall also be responsible for replacement of any member of the security falling sick, proceeding on leave or otherwise absent at no additional cost of the CSRTI, Mysore. On occasion when due to paucity of men or for other reasons, it is not immediately possible for them to provide suitable substitute, the work should be rearranged to be carried out by the existing security personnel by performing extra duties on payment of the overtime to them which the Security Agency shall bear and can not charge to CSRTI, Mysore. In the event of Security Agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time for furnishing any information or submitting or filing forms, returns, etc. under the provisions of the said Act and Rules which materially incorrect, they shall without prejudice to any other liability, pay to the CSRTI, Mysore . a sum not exceeding a days salary for every default, breach or furnishing/making/submitting/filing such materially incorrect statement and in the event of Security Agency defaulting continuously he shall be liable to pay, a days salary multiplied by the number of defaults for each default in respect of each category.
- h. It is understood between the parties hereto that the Security Agency alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right whatsoever shall vest in any such person(s) to raise ant dispute and/or claim whatsoever against CSRTI, Mysore. The CSRTI, Mysore shall under no circumstances be deemed or treated as the employer in respect to any person(s) engaged/employed by the Security Agency for any purpose, whatsoever, nor would the CSRTI, Mysore be liable for any claim(s) whatsoever, any such person(s).



## 5. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- a. This agreement is for providing the aforementioned services and is not an Agreement for supply of Contract Labour. It is clearly understood by the Security Agency that the persons employed by the Security Agency for providing services as mentioned herein, shall be the employees of the Security Agency only and not of the CSRTI, Mysore. The number of persons to be employed and the individual person to be employed for providing security services, shall be decided by the Security Agency who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity, etc.
- b. The CSRTI, Mysore shall not be liable for any obligation/responsibilities, contractual, legal or otherwise, towards the Security Agency's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c. The employees/personnel of the Security Agency rendering the services under this agreement, shall never be deemed to be the employees of the CSRTI, Mysore in any manner whatsoever and shall not be entitled to claim for employment, salary/wages, damages, compensation or anything from the CSRTI, Mysore arising from their deployment by the Security Agency.

## 7. STATUTORY COMPLIANCES

- a. The Security Agency shall obtain all registration(s)/permission(s)/ Licence(s), etc. which are/may be required under any labour or other legislation(s) for providing the Security Services under this agreement.
- b. It shall be Security Agency's responsibility to ensure compliance of the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Security Agency indemnifies and shall always keep the CSRTI, Mysore indemnified against all losses, damages, claims, actions taken against CSRTI, Mysore by any authority/office in this regard.
- c. The Security Agency, undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation & Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Security Agency shall further observe and comply with all Government laws concerning employment of staff employed by the Security Agency and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Security Agency is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirement of law.



d. The Security Agency shall give an undertaking by the 22<sup>nd</sup> of the preceding month in the favour of the CSRTI, Mysore that he has complied with all the statutory obligations. A draft of the said undertaking is attached herewith an Annexure 2 to this Agreement.

## 8. INDEMINIFICATION

- a. The Security Agency shall at its own expense make good any loss or damage suffered by the CSRTI, Mysore as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any of the premises of the CSRTI, Mysore or otherwise.
- b. The Security Agency shall at all times indemnify and keep indemnified the CSRTI, Mysore against any claim on account of disability / death of any of its personnel caused while providing the security services within / outside the site or other premises of the CSRTI, Mysore which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any personnel of the Security Agency deployed at the sites of the CSRTI, Mysore or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Security Agency or not, who provided or provide the services at the site of any other premises of the CSRTI, Mysore as provided hereinbefore.
- c. The Security Agency shall at all times indemnify and keep indemnified the CSRTI, Mysore against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the CSRTI, Mysore premises or before and after that.
- d. The, if at any time, during the operation of this Agreement or thereafter the CSRTI, Mysore is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Security Agency or to any third party in any event not restricted but including as mentioned in sub-clauses [a], [b] and [c] hereinabove, the Security Agency shall immediately pay to the CSRTI, Mysore all such amount and costs also and in all such cases / events the opinion of the CSRTI, Mysore shall be final and binding upon the Security Agency. The CSRTI, Mysore shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or from any pending bills of the Second Party.



## 9. LIABILITES AND REMIDIES

In the event of failure of the Security Agency to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the CSRTI, Mysore shall be entitled to procure services from other sources and the Security Agency shall be liable to pay forthwith to the CSRTI, Mysore the difference of payments made to such other sources, besides damages at double the rate of payment.

## 10. LOSSES SUFFERD BY SECOND PARTY

The Security Agency shall not claim any damages, costs, charges, expenses, liabilities arising out of performance / non performance of services, which it may suffer of otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and /or its personnel in rendering or non-rendering the services under this Agreement.

## 11. TERM

This Agreement shall be effective for a period of one year w.e.f. \_\_\_\_\_ and can be extended further for such period and on such items and conditions as maybe deemed fit and proper by the CSRTI, Mysore.

## 12. TERMINATION

- a. On expiry of the Contract period as stated above.
- b. Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the CSRTI, Mysore shall give only a 24 hours' notice for termination of this Agreement to the Security Agency when there is a major default in compliance of the terms and conditions of this Agreement or the Security Agency has failed to comply with its statutory obligations.
- c. It Security Agency commits breach of any covenant or any clause of this agreement, CSRTI, Mysore may send a written notice to Security Agency to rectify such breach within the time limit specified in such notice. In the event Security Agency fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated without further notice and Security Agency shall be liable to CSRTI, Mysore for losses or damages on account of such breach.
- d. This Agreement maybe terminated forthwith by the CSRTI, Mysore, if security Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
- e. During the notice period for termination of the Contract in the situation contemplated above, the Security Agency shall keep on discharging his duties as before till the expiry of the notice board.



### 13. ASSIGNMENT OF AGREEMENT

- a. This Agreement is executed on the basis of the current management structure of the Security Agency. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the CSRTI, Mysore shall be a ground for termination of this Agreement forthwith.
- b. The Security Agency shall furnish to the CSRTI, Mysore all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Security Agency and proof of its registration with the concerned Government Authorities required for running such a business of Security Agency.
- c. That the Security Agency shall always inform the CSRTI, Mysore in writing about any change in its address or the names and address of its key personnel. Further, the Security Agency shall not change its ownership without prior approval of the CSRTI, Mysore.

### 14. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at address indicated in the preamble or such other addresses as maybe intimated from time to time in writing.

### 15. CONFIDENTIALLY

It is understood between the parties hereto that during the course of business relationship, the Security Agency may have access to confidential information of CSRTI, Mysore and it undertakes that it shall not, without CSRTI, Mysore prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

### 16. AMENDMENT / MODIFICATION

The parties can amend this Agreement at any time. However, such amendment shall be effectives only which it is reduced to writing and signed by the authorized representatives of both parties hereto.

### 17. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder it caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and government or public authorities' demands or requirements.



18. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made /executed at Mysore for all purposes. In the event of any dispute related to the interpretation or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Member Secretary of the CSRTI, Mysore. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be Mysore.

19. TWO COUNTERPARTS

This Agreement is made in duplicate. The Security Agency shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of work order against this Agreement without prior submission of acceptance, it will be taken that all terms are acceptable.

20. LIST OF ANNEXURES – I & II

IN WITNESS WHEREOF the CSRTI, Mysore and the Security Agency above said have hereunto subscribed their hands on the day month and year first mentioned above in the presence of the following witnesses:

SIGNED, SEALED AND DELIVERED  
FOR CSRTI, MYSORE  
BY \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
FOR SECURITY AGENCY  
BY \_\_\_\_\_

WITNESSES

- 1.
- 2.

WITNESSES

- 1.
- 2.

