

**FILM AND TELEVISION INSTITUTE OF INDIA
LAW COLLEGE ROAD, PUNE - 411 004.**

TENDER DOCUMENT – 2013 - 2014

FTII, Pune Tender Number : No.A-12034/1/2011-Est.

For

**EMPANELMENT OF MANPOWER SUPPLY AGENCIES (SECURITY MANPOWER),
FOR
FTII, PUNE**

PERIOD OF CONTRACT
ONE YEAR

Price of Tender Copy : Rs. 2500/- (Rupees Two Thousand Five Hundred Only)

INVITATION FOR TENDER

FILM AND TELEVISION INSTITUTE OF INDIA

Law College Road, Pune-411 004

On behalf of the Film and Television Institute of India, sealed tender offers are invited from eligible agencies for supply of Security Manpower.

1. The tender document is available in the Establishment Section, Film and Television Institute of India, Law College Road, Pune-411 004 on payment of crossed Demand Draft for Rs. 2500/- of any nationalized bank drawn in favour of "Accounts Officer, Film and Television Institute of India, Pune" payable at Pune.

2. Summary of the tender notice is as follows:

Tender Reference	File No. A-12034/1/2011-Est.
Price of Tender Document	Rs. 2500/- (Rs. Two Thousand Five Hundred only)
Date of availability of tender form on website and from the Institute	31.10.2013 to 20.11.2013 11.00 a.m. to 5.00 p.m. Except on Sundays and Closed Holidays.
Estimated cost of work	Rs. 20,00,000/- annually
Pre-bid meeting	11.00 a.m. on 11.11.2013 at Film and Television Institute of India, Law College Road, Pune - 411 004.
Last date and time for receipt of tender	12.00 noon on 21/11/2013
Time and Date of Opening of tender offers	3.00 p.m. on 21 st Nov. 2013 at Film and Television Institute of India, Law College Road, Pune-411 004
Address of Communication	Administrative Officer, Film and Television Institute of India, Law College Road, Pune-411 004
Contact Telephone Numbers	Phone : 020- 25432299

3. Tender shall remain valid for acceptance up to six months from the date of opening the tender.
4. The Film and Television Institute of India reserves the right to accept or reject any or all tender offers, without assigning any reason thereof.
5. The validity of the rates for supply of Manpower will be for one year, further extendable for three months.
6. The rates quoted shall be the fixed amount and separate rates should be quoted for each category of staff.
7. The tenderers have to quote their rates of service charges on the wages being paid to such manpower which may be engaged from time to time for the Film and Television Institute of India.
8. Proprietor himself or authorised representative with a valid written authority letter issued by the firm may attend for opening of the tender.

**ADMINISTRATIVE OFFICER
F.T.I.I., Pune**

**INSTRUCTIONS TO TENDERERS
FOR CONTRACT MANPOWER SUPPLY (Security Manpower)**

1. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as follows:

- a) "Institute" means the Film and Television Institute of India, Pune.
- b) "The Supplier" means the eligible Companies which bids or quotes the rates for Security Manpower supply required on contract basis by the Film and Television Institute of India, Pune.
- c) "The Contract" means the agreement entered into between the successful tenderer and the FTII, as recorded in the DRAFT CONTRACT FORM signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- d) "The Contract Cost" means the amount payable to the successful tenderer under the contract for the full and proper performance of its contractual obligations;
- e) "The Manpower" means all the personnel supplied to the F TII, Pune on demand from time to time under the Contract;
- f) "Services" means services (duties assigned) expected to be rendered by the manpower supplied and other obligations of the Supplier covered under the Contract.
- g) "Man Power" means the personnel supplied on contract basis by the Supplier.

2. PLACE OF WORK

The manpower will work in the premises of the **FTII, PUNE** at places specified, as per requirement.

3. NATURE OF WORK

- i) The successful bidders shall supply the requisite manpower as asked by the **F TII, Pune** and as required to perform various duties.

The F TII will pay the charges along-with service charges to the successful bidder who will be responsible for making the full payment of wages and other statutory payments as applicable and as per the approved rates of the Labour Commissioner, Govt. of India. The payment due to the employees of the successful Bidder may be made during the first week of the following month .

- ii) **The Service charges will be the only income for the agency .**
- iii) The supplied manpower will be under employment of the agency for all purposes and the Institute will not be responsible for any matter for their employment/payment.
- iv) The FTII will have no relationship whatsoever with such manpower.

4. TERMS OF PAYMENT TO THE AGENCY

The monthly bill may be submitted on making payments to their employees for getting payment from FTII. Payment will be made monthly on receipt of bills alongwith all the supporting documents such as copy of the pay slips of the payment made to the employees as well as attendance sheets showing the signature of the employees in the appropriate column for the days of their attendance, proof of statutory payments (ESI/PF etc), by Agency and its proper scrutiny.

No advance payment will be made to the 'Supplier' for the payment of wages and/or statutory payments. The payment will be made only against the valid receipt.

If the advance is approved by the FTII Authorities on the merit of the case, the same will be released against the Bank Guarantee only.

5. SCOPE OF WORK

The work will be assigned by the **F TII, Pune**. This will be obligatory upon the agency to perform within the stipulated period and as assigned by the Institute time to time.

6. A Pre-Bid conference of all the intending Tenderers will also be held at the scheduled date and time as indicated above. Intending Tenderers will be allowed to suggest suitable modifications in the interest of the **F TII, Pune, if any**.

7. COST OF TENDER DOCUMENT:

Copy of the tender document may be downloaded from the website www.ftiindia.com Such downloaded form shall be accompanied by a crossed Demand Draft of Rs.2500/- drawn on any nationalised Bank in favour of the **Accounts Officer, FTII, Pune**, payable at Pune at the time of submission of the tender.

8. COST OF TENDER:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the **F TII, Pune** will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

9. PRE QUALIFICATION CRITERIA:

- (a) The Institute is looking for well established and known agency in the field of Security Manpower Supply. Therefore, the agency shall be of Indian origin and a respectable outfit.
- (b) The Tenderer shall have a minimum turnover of 5 lakhs from business relating to the Facility Management and Maintenance Services for the financial year 2011-2012. Document in support of turnover must be enclosed with the technical bid.
- (c) Company should not have been blacklisted /debarred by any organization in India.
- (d) The company must be registered and complying under appropriate Acts. The Company shall have the necessary permission of the competent authority. Copies in proof of each such compliance/permission as stated above must be enclosed with

the technical bid. Also copies of (i) EPF registration Number Certificate (ii)ESI Registration Number Certificate, (iii) Labour Licence Certificate, (iv) Service Tax Registration Number Certificate, (v) PAN CARD etc. must be enclosed with the Technical Bid.

- (e) Notwithstanding anything stated above, the **F TII, Pune** reserves the right to assess the Tenderer's capability (Financial, Technical and Manpower) and capability to perform the contract.

10. OFFER VALIDITY PERIOD

The tender offer must be valid for fifteen months from the last date of submission of the tender and this validity period must be mentioned in the technical bid. Any offer falling short of the above validity period will be liable for rejection.

11. CONTRACT PERIOD

The contract, which will be finalized through this tender process, will be valid for one year.

12. COMPLETENESS OF TENDER OFFERS

The Tenderer is expected to examine all instructions, forms, terms & conditions in the Tender Document. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected out rightly without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished or found false on scrutiny.

13. EMD (EARNEST MONEY DEPOSIT)

Tenderers are required to give a Demand Draft of any Nationalised bank of the amount of **Rs.1,00,000/- (Rupees One Lakh only)** valid till the date of validity of the contract as Earnest Money Deposit along with their offer. The bid security may be submitted in the form of Account Payee Demand Draft, from any of the nationalized banks which will be valid for a period of forty-five days beyond the final bid validity period drawn in an acceptable form drawn in the name of "Accounts Officer, Film and Television Institute of India, Pune" payable at Pune.

EMD / Bid Security of Unsuccessful Tenderers will be discharged / returned within 30 days from finalization of the contract.

EMD / Bid Security of the successful Tenderers will be discharged on executing the Contract and furnishing the Security Deposit.

The EMD / Bid Security may be forfeited :

- a) If a Tenderer withdraws its tender during the period of bid validity or
 b) In case of a successful Tenderer, if the Tenderer fails:

- i. to execute the agreement / contract within 7 days from the date of the issue of the order from the Institute.
- ii. to submit Security Deposit as specified in the terms and conditions

14. TWO BID SYSTEM TENDER

The offers shall be in two separate parts containing Technical and Commercial Offers. Two separate sealed envelopes containing the Technical and Commercial offers respectively shall be enclosed together in a larger envelope, **sealed and superscripted with the Tender Reference Number and Name of Tenderer.**

The sealed envelopes must be super-scribed with the following information:

- Empanelment of Manpower Supply Agencies for FTII, PUNE.
- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Name of Tenderer

15. ENVELOPE - I (TECHNICAL OFFER):

The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except rate. It shall not contain any rate information.

The **Technical Offer** must be submitted in an organized and neat manner and numbered. No documents, brochures, leaflets, etc. shall be submitted in loose form.

The Technical Offer shall be submitted in duplicate.

ENVELOPE - I: The format for submission of Technical Offer will be as follows:

- i) Index
- ii) Tender Offer-cum-Undertaking Form (Annexure A) duly filled in.
- iii) Earnest Money Deposit {Bid Security Form (Annexure E)}
- iv) **Non refundable fee** of Rs.2500/- in the form of crossed Demand Draft drawn in favour of the **Accounts Officer, F TII,Pune**, payable at Pune – for website downloaded tender forms.
- v) **Documents Establishing Tenderer's Eligibility and Qualifications**

The Tenderer shall furnish, as part of its tender offer, documents establishing the Tenderer's eligibility to participate in the tender and its qualifications to perform the Contract.

The documentary evidence of the Tenderer's qualifications to perform the Contract, shall establish to the Institute's satisfaction that the Tenderer is eligible as per the criteria outlined in the Pre Qualification Criteria above. This include the following:

a) Details of Tenderers (Annexure B) registration from the concerned statutory authorities as per prequalification criteria.

b) Performance Statement (Annexure C)

vi) Power of Attorney in favour of the person signing the bids.

16. Performance Security :

The successful bidder on acceptance of the Institute's tender offer will have to furnish Performance Security of Rs. 4,00,000/- (**Rupees Four Lakh only**) or a sum equivalent to the average payment of one month salary, whichever is higher before the execution of the contract for the due performance of the contract during the contract period. The decision of the FTII for calculation of average monthly payment for the purpose of Performance Security will be accepted and executed. The Performance Security may be furnished in the form of an Account Payee Demand Draft from a nationalised bank an acceptable form drawn in the name of "Accounts Officer, Film and Television Institute of India, Pune" payable at Pune. Commercial offers of only those bids who have qualified in the Technical offer, would be opened. Performance security can also be accepted in the form of Bank guarantee of nationalised bank.

17. ENVELOPE-II (COMMERCIAL OFFER):

ENVELOPE -II: The Commercial Offer must be given in a sealed envelope. It must give all the relevant price information and shall not contradict the technical offer in any manner.

i. Tender Reference Number

ii. Commercial Envelope for item

Tenderer shall submit their rates only in the Bid Form (Annexure - D) given in the tender. Price quoted other than the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations.

18. ERASURES OR ALTERATIONS AND SIGNING OF TENDER OFFERS

The original and a copy of the Tender Offer shall be typed or written in ink and shall be signed by the Tenderer or a person or persons duly authorized in writing to bind the Tenderer to the Contract. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. All pages of the Tender Offer, except for unamended printed literature, shall be initialed by the person or persons signing the Tender Offer. This will be in two different envelopes.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in that case such corrections shall be initialed by the person or persons signing the offer.

19. COSTS & CURRENCY

The offer must be given in Indian Rupees only.

20. SUBMISSION OF TENDER OFFERS

Sealed Tender offers shall be received by the **FTII, Pune**, at the address specified above not later than the time and date specified in the invitation for Tender offers. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

- 21.** The **FTII, Pune** may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the **FTII, Pune** and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Telex, cable or facsimile offers will be rejected

22. LATE TENDER OFFERS

Any tender offer received by the **FTII, Pune** after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

23. MODIFICATION AND WITHDRAWAL OF OFFERS

The Tenderer may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the **FTII, Pune** prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Tenderer, subsequent to the closing date and time for submission of offers.

24. PRELIMINARY SCRUTINY

Prior to the detailed evaluation, the **FTII, Pune** will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and

conditions of the Tender Documents without any material deviations. The **FTII, Pune's** determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

The **FTII, Pune** will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. Only qualified Tenders will be considered for further process.

The **FTII, Pune** reserves the right to waive any minor infirmity or irregularity in a tender offer, if it finds in the interest of the society. The decision in this regard of the **FTII, Pune** will be final and binding on all Tenderers.

25. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the **FTII, Pune** may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The

request for such clarifications and the response shall be in writing. To speed up the tender process, the **FTII, Pune**, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the **FTII, Pune** by means of courier / in person.

26. SHORT-LISTING OF TENDERERS

The **FTII, Pune** will short-list only technically qualified Tenders based on compliance of the qualification criteria (QCR), and the commercial offers of only such Tenderers will be opened.

27. PRICE COMPARISONS

The **FTII, Pune** will evaluate Commercial Offers of only short listed technically qualified Tenderers. After opening Commercial Offers of the short-listed Tenderers, if there exists any discrepancy between words and figures, the amount indicated in words will be considered.

28. AWARD CRITERIA

- i) The empanelment will be done to the Tenderer who's Commercial Offer has been determined to be the lowest evaluated offer and those Tenderers whose evaluated Commercial Offers are within 10% of the lowest evaluated offer, provided they are willing to enter into the contract at the lowest rates.
- ii) However, it is the discretion of the **FTII, Pune** to choose suppliers to requisition, which cannot be challenged.
- iii) Raising any objection by the supplier over the selection of the supplier by the **FTII, Pune** amounts to violation of the terms & conditions of the contract for which supplier will be liable for penal and other actions within Pune jurisdiction.

29. RIGHT OF DECISION BY FTII, Pune.

The **FTII, Pune** reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) on the grounds for the action taken by the **FTII, Pune**

30. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The **FTII, Pune** shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefor. The **FTII, Pune** reserves the right to make any changes in the terms and conditions.

31. CORRUPT OR FRAUDULENT PRACTICES

The **FTII, Pune** requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the **FTII, Pune** defines the terms set forth as follows:

- i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in getting the contract
- ii) Any document favoring Tenderer seen in the concerned file which has not been submitted officially and following the procedure, both the Tenderer and the public official will be considered to be indulged into the corrupt practice and fraudulence.
- iii) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract as well as legal action shall be initiated against the concerned.
- iv) "Fraudulent practice" means a misrepresentation of facts in order to influence execution of a contract to the detriment of the **FTII, Pune**, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the **FTII, Pune** of the benefits of the free and open competition;
- v) The **FTII, Pune** will reject a proposal for award if it is prima-facie established that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- vi) The **FTII, Pune** will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

32. SIGNING OF CONTRACT

The successful Tenderer shall sign the agreement (DRAFT CONTRACT FORM) within seven days from the date of the issue of the Letter. The **FTII, Pune** reserves the right to grant an extension of another seven days on satisfaction of the circumstances and reasons given. On failure of execution of the agreement by the successful Tenderer, E.M.D. furnished will be forfeited.

Annexure - A**TENDER OFFER –CUM- UNDERTAKING FORM**

Date: _____2013

Tender Reference No.: _____

To: (Name and address of Indenter)

Sub : Sealed tender offers for supply of Security manpower.

Sir/Madam,

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer our tender for supply of security manpower as required by the Film and Television Institute of India, Pune, in conformity with the said tender document.

We undertake, if our tender offer is accepted, to commence Contract within 7 days from the date of receipt of your Notification of Award.

If our tender offer is accepted we will furnish Performance Security of Rs. _____ (Rupees _____ only) or a sum equivalent to the average payment of one month salary, whichever is higher before the execution of the contract for the due performance of the contract during the contract period. The decision of the FTII for calculation of average monthly payment for the purpose of Performance Security will be accepted and executed.

We agree to abide by this tender offer for a period of 3 months and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated this ____ day of _____2013

Signature: _____

(In the Capacity of:) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure - B**DETAILS OF TENDERER**

FILM AND TELEVISION INSTITUTE OF INDIA
LAW COLLEGE ROAD, PUNE-411 004

1. Name of the Tenderer :
2. Name of the Company/Agency :
3. Address of the Company/Agency :
4. Name of the Partners (if any) :
5. Telephone Numbers :
6. Fax Number :
7. Year of Establishment :
8. Bankers :
9. Information about Regional Offices/Branches (if any) :
10. Work completed by the Tenderer : To be filled in Table during last three years
11. Details of work in hand : To be filled in Table
12. Labour Licence Number :
13. Registration Number under Bombay Shop & Establishment Act :
14. EPF Registration Number :
15. ESI Registration Number :
16. Service Tax Registration Number :
17. PAN from Income Tax Dept. :
18. Turnover for the last three years : Year Amount in of the Rupees of the Company/Agency

2010-2011
2011-2012
2012-2013

(Period ending 31st March 2013)

19. Nature of work : Supply of manpower
(Security Manpower)
20. Place of work : Office of the Film and Television
Institute of India, Law College
Road, Pune 411 004
21. Nature of manpower required :

Sr. No.	Specifications	No. of persons required
1	Security Manpower, Assistant Security Officer (Healthy and strong, between age group of 21 - 45)	Depending upon requirement from time to time.

List enclosed as per Annexure - F

22. Earnest Money Deposit : Rs. _____/-
(The Bank guarantee must be in the name of the FTII, drawn on any Nationalized Bank payable at Pune.)
23. Last date of submission of Tender : ____ Hrs. on _____ 2013.
24. Place of submission of Tender : Administrative Officer,
Film and Television Institute of India,
Law College Road,
Pune 411 004.
25. Validity Period of the Tender : 90 days from the date of opening of the tender

Place :

Date :

Signature of Tenderer/

Competent Authority of Company/Agency

Official Stamp & Seal

Annexure - C**Performance Statement**

Name of the Firm _____

Order Number & Date	Name & Address of the office placing order	Description of manpower supplied	Value of order in Rupees	Date of Completion		Remarks indicating for reasons for the late supply if any	Success/f ailure supply
				As per Contract	Actual		

Date: _____

Place: _____

Signature of the Tenderer

Annexure - D**PRICE SCHEDULE**

This is to be returned in original along with the Tender in ENVELOPE-II (Commercial Offer).

Serial No. _____ Price: Rs.2500/- _____

Tender Reference No. _____

Last Date and Time for receipts of tender offers: _____ Hrs _____ 2013

Time and Date of Opening of tender offers : _____ Hrs _____ 2013

Tender offer Validity till _____

Please note that the bidder shall quote the price in the following format

A	B	C
Sr.No.	Type of Manpower	Rate (Service charges as percentage of the wages) per month

***NOTE – Bidder may please quote their rates without Service Tax.**

Signature of Tenderer _____

Business Address _____

Place:

Date:

Annexure - E**BID SECURITY FORM**

Whereas _____ (hereinafter called "the Tenderer") has submitted its tender offer dated _____ 2013 for the supply of Manpower (hereinafter called "the tender")

Know all men by these presents that We _____ of _____ (hereinafter called the Bank:) are bound upto **FTII, Pune** (hereinafter called "the FTII, Pune ") in the sum of _____ for which payment well and truly to be made to the **FTII, Pune**, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____ 2013.

THE CONDITIONS of this obligation are :

1. If the tenderer withdraws its tender during the period of tender validity specified by the tenderer on the Tender Form ; or
2. If the Tenderer, having been notified of the acceptance of its tender by the **FTII, Pune** during the period of tender validity :
 - (a) fails or refuses to execute the DRAFT CONTRACT FORM if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document;

We undertake to pay the **FTII, Pune** up to the above amount upon receipt of its first written demand, without the **FTII, Pune** having to substantiate its demand, provided that in its demand the FTII, Pune will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ 2013 and any demand in respect thereof shall reach the Bank not later than the above date

(Signature of the Bank)

Annexure - F**Nature of Manpower
Security Manpower**

Sr. No.	Nature of Manpower	Required No. (Approx.)	Wage Payable
1.	Security Manpower	22 As per requirement from time to time. The number of person to be engaged may increase or decrease.	As per the minimum wage act as per Govt. orders time to time .
2.	Assistant Security Officer	Two	As per the minimum wages act

The required manpower shown for each category in this annexure is only indicative and the same is subject to change as per actual requirement of the FTII from time to time during the year. No claim can be made by any agency for supply of manpower as shown against 'Nature of Manpower' for each category.

The rates quoted should be the same for all types of manpower in each category as shown in Annexure F.

Film and Television Institute of India, Pune

Tender no. A-12034/1/2011-Est. (Security)

**Total area of the FTII Campus : Approx. 31,088.165 Sq. meters OR
3,67,431.30 sq Foot (Excluding the open space / area)**

Additional terms

Scope of Work:

1. The agency will be responsible for the discipline of the Security Personnel employed by them as per Conduct Rules and Regulations
2. Only able bodied, physically fit, well-trained disciplined and honest personal shall be appointed for duty. Persons so deployed shall not be below 21 years and above 45 years. They shall perform their duties to the satisfaction of the office.
3. A representative of security agency will report at least once in a week for co-ordination with the concerned officer-in-charge.
4. The contractor shall be fully responsible for the security of entire FTII, Pune campus including all structures, installations, fittings, equipment, vehicles, office and house hold appliances and materials, buildings materials and any other property owned by the Institute or inmates residing or working in or visiting the campus of the FTII,Pune. The contractor may visit the Institute's campus to see various locations on any working day before filling the tender document.
5. Security personnel deployed by the contractor shall check the material/property going out of the FTII Campus through the procedure of gate pass, etc as laid down by Institute's authority.
6. The Security guards shall ensure that all the electrical equipments / instruments / lights / Fans should be switched off at the time of closure of the office who are part of the office.

7. The Security guard on Patrol duty should also take round of all important and sensitive areas of the campus and should take care of all the water taps, valves, water hydrants, etc installed in open all over the premises.
8. The Security guards / Supervisor should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
9. The contractor shall compensate in full the loss sustained by Institute or its campus inmates on account of any theft, burglary and any other kind of intrusion in the campus entrusted to him for security. The amount of loss to be compensated by the contractor shall be determined by the Director of the Institute arrived at on the basis of or otherwise, on findings of a Joint Committee Enquiry including Representatives of both the Institute and the contractor, and the same shall be binding on the contractor. In case of any theft or burglary it will be the duty of the Security contractor or its representative to lodge an F.I.R. at the concerned Police Station under due intimation to the Institute. The matter may be referred to the Law Enforcement Authority if it doesn't get settled for recoveries. If the Institute does not have enough dues of the Company/Agency with it to recover such amount, legal remedies will be resorted to as per the prevailing Law of the Land.
10. The contractor shall also be fully responsible for any loss, of material and property of Institute attributable to the negligence or failure of the Security personnel in complying with the prescribed procedure. All losses suffered by Institute on this account shall be compensated in full by the contractor. The decision of Director of the Institute in this regard shall be final and binding on the contractor.
11. A complete list of the security personnel & staff engaged by the contractor for deployment in FTII shall be furnished by the contractor along with

- complete addresses and other antecedents. The contractor shall deploy only those, whose antecedents have been verified by the police authorities. Further, for safety and security reasons the contractor should ensure deployment of such personnel only who are not residing in the proximity/close vicinity of the Institute.
12. The number of security personnel required can vary subject to the requirements. However, rotation of the personnel so deployed/deputed by the contractor, will be at his discretion only.
 13. The contractor will only fix timings of the various duty shifts. However, the same may, in exceptional circumstances be subjected to change at the discretion of the Institute. A single duty shift will have a normal duration of 8 (eight) hours excluding rest intervals.
 14. The contractor will have to submit weekly duty chart of the man power deployed to Institute's authority prior to commencement of the week. The Contractor will also submit the list of personnel deployed by him.
 15. The contractor may have to replace/transfer the security and other personnel at random. This shall be done with the prior knowledge of the Institute's authority and full particulars of the security and other personnel so deployed shall be given to Institute's Authority. In case any of the security and other staff is found to be posted without the previous knowledge of the Institute's Authority, Institute's Authority shall not be liable to pay for such security and other personnel. The contractor will be at absolute liberty and discretion to rotate the deployment of staff/personnel so deputed among its various and different clients for ensuring better security prospects and for better utilization of energies of its personnel. The periodic rotation of the staff/personnel by the concerned Security agency shall be a mandatory requirement and may lead to preference being given to a security agency fulfilling this mandatory requirement.

16. No leave of any kind to the man power detailed by the contractor shall be sanctioned by Institute's authority. The contractor shall be liable to make substitute arrangements in case of the absence of the Staff. The contractor shall man all the security check posts and other locations as specified by Institute's authority on all the week days. No short leave or meal relief shall be permitted to the security and other personnel unless the contractor provides suitable substitute without any extra payment. The contractor will have to provide sufficient number of leave reserves.
17. The contractor shall ensure that at no time any security point is unmanned. A register shall be maintained at main gate where round the clock duty is performed, for the purpose of taking/handing over of the duty by the security personnel and staff for outdoor house keeping & upkeeping services.
18. A register will be maintained by the contractor at the Main gate to enter in coming and out going vehicles. Apart from this the contractor may have to maintain any such register as required from time to time. The contractor will have to abide to, with any other regulatory system as will be found necessary by the Institute.
Performance of duty in two shifts by the same guard on a day shall not be permitted in any case.
19. The contractor will have to arrange dress all the security personnel on duty smartly and neatly on the pattern of Uniformed Services and ensure their good behavior with the FTII establishment and visitors. They shall abstain from taking part in any staff union and association activities. The contractor will have to provide as a part of dress, appropriate woolens to the security personnel in winter season and raincoats/umbrella for the rainy season. The security personnel shall not be permitted to wear any odd wrappers. The dress shall be of uniform colour and design.
20. The Institute will not be liable to provide any residential accommodation to the security personnel or staff for house keeping services. No cooking or

- lodging shall be allowed to the contractor personnel at any place inside the campus.
21. The security personnel deployed by the contractor will be bound to observe all instructions issued by Institute's authority concerning general discipline and behavior.
 22. In case the security personnel deployed by the contractor commit any act of omission or commission constituting mis-conduct or indiscipline, the contractor will be liable and responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service etc. or removal from Institute's premises /campus.
 23. Institute shall not be responsible financially or otherwise for any injury to the security personnel caused in the course of their performing the duty as per payment of any compensation. The Institute will have a right to recover any sum indicated/claimed by Labour commissioner/Courts from the Contractor
 24. The contractor shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
 25. In the event of the contractor desiring an earlier termination of the contract, he shall have to give three months advance notice to the Institute.
 26. The contractor will ensure that no unauthorized entry is permitted and the guards at the entry points are able to categorize the legitimate residents and visitors without causing any embarrassment or discourtesy.
 27. Entry of any stray dogs and cattle into the campus is to be prevented.
 28. It should be ensured that trees, flowers, plants, and grassy lawns are not damaged either by the campus inmates or by outsiders.
 29. All personnel employed by the contractor shall be bound to provide full help in extinguishing any fire, that breaks out anywhere in the campus. In the event of any mal practice on the part of the contractor or his employees vis-a vis any staff of the Institute or otherwise, the right to terminate the Contract will vest with the Institute.

30. In case of the termination of this contract/agreement on its expiry or otherwise, the staff, or personnel engaged and deployed/deputed by the contractor, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the Institute. The personnel of the contractor will not claim and will not be entitled to pay, perks or otherwise any facilities as admissible to the regular/ confirmed employees of the Institute during the subsistence of the contract/agreement and even after the expiry of the Contract/Agreement.
31. In case of any difference of opinion or dispute arising between the Parties, regarding interpretation or implementation of any of the terms and conditions of the Contract which can not be resolved through mutual negotiation shall be referred to an Arbitrator appointed in accordance with the provision of relevant Indian Law. The venue of the proceeding & arbitration shall be Pune , Maharashtra, India
32. The contractor will have to bear expenses incurred on the followings:
- i) Providing torches and cells to the security guards/gunmen on night patrol.
 - ii) Providing Lathi/Ballam and other implements to the Security personnel.
 - iii) Stationery for writing duty charts and registers at the security check points and for making entries of the visitors.
 - iv) Provision of arms and ammunition to the Gunmen.
 - v) Provision of appropriate uniform including cap, belt, shoes & socks, umbrella, raincoat, walky talky, etc
33. **Security Guard should be**
- 1. Strong and healthy,**
 - 2. Age between 21-45 years only,**
 - 3. At least S.S.C. Passed,**
 - 4. Should be able read, write and speak Marathi, Hindi & English.**

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