

**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
ANUSANDHAN BHAWAN, 2 RAMI MARG,
NEW DELHI - 110 001**

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed tenders are invited under Two-Bid system from reputed registered agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide ex-servicemen for security services of CSIR Hqrs. located at Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110 001 for a period of one year on contract basis which can be extended on same or mutually agreed terms and conditions.

The security agencies holding valid labour licence under Contract Labour (Regulation & Abolition), Act 1970, registered with ESIC and EPF authorities and have successfully carried out at least three security contracts each amounting to Rs. 20 lakhs or above per annum under a single contract during last five years in National Laboratories/Institutes of CSIR / Govt. / Semi Govt. / Autonomous Bodies / Public Sector of repute are eligible to apply.

The security agency will deploy ex-servicemen of integrity and good conduct for round the clock security services. Agency selected for the work will have to ensure compliance of Minimum wages fixed by the Central/State Government & other statutory payments as laid down under the Contract Labour (R&A) Act, 1970 & Rules thereunder.

Security agencies fulfilling above conditions may apply in writing to Joint Secretary (Admin), CSIR, New Delhi with copies of valid labour licence, ESIC, EPF registration & performance certificates alongwith Pay Order of Rs.500/- (non refundable tender cost) drawn in favour of Joint Secretary (Admin), CSIR, New Delhi for purchase of tender document on all working days from 05.01.2009 to 16.01.2009 between 10.00A.M to 4.00 P.M.

Duly filled in sealed tenders in separate envelopes “**Technical & Financial bid**” superscribed with “**SECURITY ARRANGEMENTS AT CSIR HQRS. PREMISES**” addressed to Joint Secretary (Admin), CSIR, Rafi Marg, New Delhi alongwith Pay order of Rs.50,000/- towards Earnest Money Deposit drawn in favour of Joint Secretary (Admin), CSIR, New Delhi shall be dropped in tender box upto 2.30 P.M on or before 19.01.2009.

Tenders received upto last date/time will be opened at 3.00 P.M by the Tender Opening Committee on the same day in the presence of the tenderers or their authorized representatives, who may like to be present. Tenders received after due date/time or without EMD shall not be considered. Tenders received by FAX will not be entertained.

Joint Secretary (Admin), CSIR reserves the right with himself to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof. NIT & detailed tender document is also available on website www.csir.res.in.

Under Secretary (CO)

INSTRUCTIONS TO BIDDERS:-

1. GENERAL:-

1.1 The present tender is being invited for Security Services under which the contractor shall provide ex-servicemen and will use its best endeavour's to provide security of building, equipments, materials and staff working in CSIR Hqrs., Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110 001 including monitoring and surveillance of the premises.

2. ELIGIBLE BIDDERS:-

2.1. The security agencies holding valid Labour Licence under Contract Labour (Regulation & Abolition), Act 1970, registered with ESIC and EPF authorities and have successfully carried out at least three security contracts each amounting to Rs. 20 lakhs or above per annum under a single contract during last five years in National Laboratories/Institutes of CSIR / Govt. / Semi Govt. / Autonomous Bodies / Public Sector of repute are eligible to apply.

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3. The bidder shall submit full details of his ownership and control, bidder shall submit the certificate of incorporation alongwith its Memorandum of Articles of Association, if it is a Company or Society etc.

3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.5. Bidder must submit duly self attested copies of all documents required along with technical bid of the tender.

3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the CSIR subsequently finds to the contrary, the CSIR reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract if already awarded to the Bidder to be null and void.

3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the CSIR will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO CSIR:-

The bidder is required to provide security services to CSIR and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the CSIR and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender invitation document has been prepared for the purpose of inviting tenders for providing security services. The tender document comprises of:

- (a) Notice of Invitation of Tender. (Page No. 1)
- (b) Terms and Conditions. (Page No. 9 to 14)
- (c) Tender form for providing security services (Annexure-I) (Page No. 15)
- (d) Scope of Work (Annexure-II) (Page No. 16 to 17)
- (e) Details of Manpower required (Annexure-III) (Page No. 18)
- (f) Check list for Pre-qualification Bid (Annexure-IV) (Page No. 19)
- (g) Price Bid for Security Services (Annexure-V) (Page No. 20 to 21)
- (h) Details of quote (Wages & statutory payments) Annexure V (A) (Page No. 22)
- (i) Form of Agreement (Annexure-VI) (Page No. 23 to 31)

7.1.2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Central Office Administration (General Section).

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Central Office Administration (General Section), CSIR not later than two weeks before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the CSIR shall be carried out in writing.

7.2.3. Except for any such written clarification issued by the Central Office Administration (General Section), CSIR which is expressly stated to be an addendum to the tender document issued by the CSIR, no written or oral communication, presentation

or explanation by any other employee of the CSIR shall be taken to bind or fetter the CSIR under the contract.

8. PREPARATION OF BIDS

8.1. Language

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The english version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid:-

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2. One copy of the tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.50,000/-in the form of an Account Payee Demand Draft from a commercial bank in favour of Joint Secretary (Admin), CSIR payable at New Delhi along with the tender document. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.2.4. These shall be addressed to the Joint Secretary (Admin), CSIR, New Delhi and submitted in the Central Office Administration (General Section), CSIR at the address given in the tender document.

8.2.5. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding five years, which were similar in nature and complexity as in the present contract requiring supply of ex-servicemen to provide security services.

8.3. BID PRICES:-

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the Security Services at CSIR Hqrs. Bldg. This includes all the liabilities of the contractor such as cost of providing uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESIC, EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates and prices quoted by the Bidder shall be exclusive of Service Tax and the same may be indicated separately.

8.3.3. The rate quoted shall be responsive and the same should be in accordance with the Statutory obligations such as Minimum Wages, ESIC, EPF contributions etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

8.3.5. The Service Tax shall be reimbursed only on production of proof of deposit.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract may be valid initially for one year and the CSIR reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually.

8.7. BID SECURITY:-

8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.50,000/- in the form of an Account Payee Demand Draft from a commercial bank in an acceptable form in favour of Joint Secretary (Admin), CSIR, New Delhi along with the tender document. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period.

8.7.2. Tender not accompanied by Bid Security shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid security (Earnest money deposit of Rs.50,000/-) of the successful bidder shall remain with the CSIR in addition to the Performance Security.

8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of tender validity.

8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the CSIR.

8.8. Format and Signing of Bid:-

8.8.1. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by the CSIR, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids:-

9.1.1. The bidder shall submit the Pre-qualification Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.1.2. The sealed cover of Pre-qualification Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs.50,000/- in the form of an Account Payee Demand Draft from a commercial bank in an acceptable form in favour of Joint Secretary (Admin), CSIR, New Delhi
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of Service Tax Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Employees Provident Fund Registration Number;
- (g) Self attested copy of valid ESIC Registration Number;
- (h) Self attested copy of valid Licence and Number under Contract Labour Act or under any other Acts/Rules;
- (i) Proof of agency being run by Ex-serviceman/ex-Para-Military personnel;
- (j) Proof of Average Annual turnover supported by audited Balance Sheet;
- (k) Proof of experience supported by documents from the concerned organizations; and
- (l) Duly filled and signed Annexures- I, IV.

9.1.3. The sealed cover of Financial Bid should contain Annexure- V & V - A i.e. Financial bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the Joint Secretary (Admin), CSIR, Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110 001 and will be put in the Tender Box which is available at CSIR Reception Counter.

9.1.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

ADDRESS OF THE DEPARTMENT

Council of Scientific & Industrial Research.
Anusandhan Bhawan, 2, Rafi Marg,
New Delhi – 110 001

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the CSIR at the address specified above but not later than the date and time stipulated in the NIT. The CSIR may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the CSIR and the Bidder will be the same.

9.2.2. Any bid received by the CSIR after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid Opening and Evaluation:-

10.1.1. The authorized representatives of the Tender Opening Committee of the CSIR will open the Prequalification Technical Bids in the presence of the Bidders or of their authorized representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated by the CSIR.

10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids:-

10.2.1. CSIR is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. CSIR may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings etc.

10.2.3. CSIR may terminate the contract and forfeit the EMD in the event of the successful bidder fails to furnish the Performance Security within seven days from the date of issue of award letter or fails to commence the work within stipulated period as indicated in the award letter.

11.1 Award of Contract:-

11.1.1. CSIR will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. CSIR will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award Letter") shall prescribe the amount which CSIR will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure- VI within a period of 30 days from the date of issue of Award Letter.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 7 days of receipt of Award Letter for an appropriate amount in the form of an Account Payee Demand Draft from a commercial bank in favour of Joint Secretary (Admin), CSIR, New Delhi. The Performance Security shall remain valid for a period of sixty days

beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESIC, EPF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the CSIR and if any change is required on part of the CSIR, fresh list of staff shall be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF, ESIC etc. with regard to the security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the CSIR and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code numbers allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the CSIR works, is required to be submitted to the CSIR. In any eventuality, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, CSIR is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the CSIR.
4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the CSIR and CSIR shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the CSIR. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the CSIR and shall not knowingly lend to any person or company any of the effects of the CSIR under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13. That in the event of any loss occasioned to the CSIR, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Joint Secretary (Admin), CSIR will be final and binding on the agency.

14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the CSIR may issue from time to time and which have been mutually agreed upon between the two parties.

15. The CSIR shall inform the contractor if any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly, the Contractor reserves the right to change the staff with prior intimation to the CSIR.

16. The contractor shall be responsible to maintain all property and equipment of the CSIR entrusted to it.

17. The contractor will not be held responsible for the damages/sabotage caused to the property of the CSIR due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

18. The contractor will deploy Supervisors (Ex-Servicemen) as per the requirement given by the CSIR. The Contractor will be bound to carry out the instruction given by the CSIR from time to time.

19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the CSIR. The penalty on this account shall be deducted from the Contractor's bills.

20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors and should project an image of utmost discipline. The CSIR shall have right to have any person removed in case of staff /visitors complaints or as decided by representative of the CSIR if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

21. The eight hours shift generally starts from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shifts are changeable and shall be fixed by the CSIR from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the CSIR for double duty, if any.

22. The personnel will have to report to the CSIR security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the CSIR.

23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESIC and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the CSIR.

24. The payment would be made on monthly basis based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the CSIR and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the CSIR.

25. Any damage or loss caused by contractor's persons to the CSIR in whatever from would be recovered from the contractor.

26. The CSIR will allow familiarization of the security arrangements required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

27. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the CSIR and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the CSIR premises immediately.

(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, CSIR reserves the right to impose the penalty as detailed below:-

i) That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by CSIR in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

ii) After four weeks delay, CSIR reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from any other security agency/other contractor(s). The difference if any will be recovered from the defaulter contractor's bill and also shall be black listed for a period of 4 years to participate in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

28. The contractor shall ensure that its personnel shall not at any time, without the consent of the CSIR in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the CSIR and shall not disclose to any information about the affairs of CSIR. This clause does not apply to the information, which becomes public knowledge.

29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

30. The contractor shall deploy his personnel only after obtaining the CSIR approval duly submitting curriculum vitae (CV) of these personnel, the CSIR shall be informed at least one week in advance and contractor shall be required to obtain the CSIR approval for all such changes along with their CVs.

31. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

32. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

33. "NOTICE TO PROCEED" means the notice issued by the CSIR to the contractor communicating the date on which the work/services under the contract are to be commenced.

34. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the CSIR for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR.

35. The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed).

36. During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue to the CSIR shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.

37. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the CSIR may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the CSIR from the contractor.

38. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR, such money shall be deemed to be payable by the contractor to the CSIR within seven days. The CSIR shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

39. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

40. The contractor shall indemnify and hold the CSIR harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

41. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).

42. The contracting agency shall not employ any person below the age of 18 yrs. and above the age of 50 yrs. Manpower so engaged shall be from amongst ex-servicemen for providing security services.

43. The contracting agency shall employ the security personnel from amongst Ex-Servicemen not above the age of 50 years. The contractor shall provide proof of Ex-Servicemen and CSIR shall get it verified on its own.

44. The contractor shall ensure to provide at least one female security guard during General Shift.

45. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.

46. Security staff engaged by the contractor shall not take part in any staff union and association activities.

47. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams, Guns and ammunition and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

48. The CSIR shall not be responsible for providing residential accommodation to any of the employee of the contractor.

49. The CSIR shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The CSIR does not recognize any employee-employer relationship with any of the workers of the contractor.

50. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the CSIR from the agency.

51. If any underpayment is discovered, the amount shall be duly paid to the agency by the CSIR.

52. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the CSIR.

53. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESIC etc. of each employee.

54. The contractor shall disburse the wages to its staff deployed in the CSIR every month through ECS or by Cheque in the presence of representative of the CSIR.

55. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.

OBLIGATION OF THE CONTRACTOR

56. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the CSIR fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

57. **Dispute Resolution**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to the sole Arbitration to DG CSIR or his nominee.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

Arbitration proceedings will be held at Delhi/New Delhi only.

58. **JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Cost of tender : Rs 500/-

Affix duly Attested P.P.
Size recent photograph of
the authorized representative
of the prospective bidder.

2. Due date for tender _____

3. Opening time and date of tender _____

4. Name, address of firm/Agency
and Telephone numbers. _____

5. Registration No. of the Firm/Agency _____

6. Name, Designation, Address & Tel. No. _____
Of Authorised person of firm/
Agency to deal with _____

7. Please specify as to whether tenderer
is sole proprietor/Partnership firm/
Company or any other establishment. _____

8. Name, Address and Telephone No. of
Directors/partners etc. be specified _____

9. Copy of PAN card issued by Income
Tax Dept. & Copy of previous
Financial Year's Income Tax Return. _____

10. Provident Fund Account No. _____

11. ESIC Number _____

12. Licence number under
Contract Labour (R&A) Act. _____

13. Details of Bid Security deposited:
(a) Amount : DD No. _____
(b) Date of issue: _____
(d) Name of issuing Bank _____

14. Authorisation/Power of Attorney _____

15. Any other information: _____

16. Declaration by the bidder: _____

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

**(Signature of the bidder)
Name and Address
(with seal)**

SCOPE OF WORK OF THE CONTRACT

The contractor shall have to provide the security services at CSIR Hqrs. premises located at Anussandhan Bhawan, 2, Rafi Marg, New Delhi – 110 001.

The contractor shall ensure protection of the personnel & property of the CSIR, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray animals and anti-social elements, unauthorized persons and vehicle into the campus of the CSIR building.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangements of the CSIR covered in the contract.
2. Security Supervisor will ensure that all the instructions of the CSIR are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the CSIR.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available with the Security personnel.
5. The officers and staff of the CSIR will keep the Identity cards with them for checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the CSIR and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the CSIR.
8. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the CSIR.
9. Entry of the street-dogs and stray animals into the premises is to be prevented. They should be at once driven out.
10. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
12. The Security Guards/Supervisors 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.
13. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the CSIR. Security personnel /Supervisors should be sensitized for their role in such situations.

14. The Security Supervisor/Guards are required to display mature behaviour, especially towards staff and visitors.
15. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
16. Any other provisions as advised by the CSIR may be incorporated in the agreement. The same shall also be binding on the contractor.

Details of Manpower Required

LIST OF SECURITY POINTS AT CSIR HQRS. BLDG. AND MANPOWER REQUIRED :

<u>Security point</u>	<u>1st shift</u>	<u>2nd shift</u>	<u>3rd shift</u>
<u>Main entrance</u>	<u>02 nos.</u>	<u>01 no.</u>	<u>01 no.</u>
<u>Main Exit</u>	<u>02 nos.</u>	<u>01 no.</u>	<u>01 no.</u>
<u>Back Gate</u>	<u>01 no.</u>	<u>01 no.</u>	<u>01 no.</u>
<u>Reception</u>	<u>01 no.</u>	<u>01 no.</u>	<u>--</u>
<u>Golden Jubilee Block</u>	<u>01 no.</u>	<u>01 no.</u>	<u>--</u>
<u>O/o Minister of State</u> <u>(2nd floor)</u>	<u>01 no.</u>	<u>--</u>	<u>--</u>
<u>O/o DG CSIR (1st</u> <u>floor)</u>	<u>01 no.</u>	<u>--</u>	<u>--</u>
<u>1st, 2nd, 3rd and 4th</u> <u>floor (Main Bldg)</u> <u>To regulate and check</u> <u>entries of visitor's</u>	<u>01 no. on every floor</u>	<u>--</u>	<u>--</u>
<u>Night Patrolling</u>	<u>--</u>	<u>--</u>	<u>02 nos.</u>
<u>Security Supervisor</u>	<u>01 no.</u>	<u>01 no.</u>	<u>01 no.</u>

NOTE : 02 nos. Gunmen are essentially required to be deployed in each shift out of the strength of Security Guard shown above.

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

Sl. No.	Documents asked for	Page number at which document is placed
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1. Bid Security (EMD) of Rs. _____ (Rupees in words) in the form of DD issued by any scheduled commercial bank in favour of _____
valid for 90 days beyond the Tender validity period.
2. One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.
3. Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.
4. Self attested copy of Service Tax Registration No.
5. Self attested copy of valid Registration number of the firm/agency.
6. Self attested copy of valid Employee Provident Fund Registration number.
7. Self attested copy of valid ESIC Registration No.
8. Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.
9. Proof of agency being run by an Ex-Serviceman/ Ex-Paramilitary man.
10. Proof of experiences of last five financial years Along with satisfactory performance certificates from the concerned employers.
11. Annual returns of previous three years supported by audited balance sheet
12. Any other documents, if required.

**Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.**

PRICE BID FOR SECURITY SERVICES

Sl. No.	Designation	Number of personnel required per day	Rate per person per shift per day (In words & in figures)	Monthly amount (In words & in figures)	Yearly amount (In words & in figures)
1.	Security Guard	17			
2.	Gunmen	06			
3.	Security Supervisor	03			

Note:-

1. The Security Guard will be considered under the Semi-skilled category. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Department for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, 1970 weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.

2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.

3. The contract is initially for one year.

4. The number of manpower required shown above is indicative and the actual quantity may vary.

5. The bidders may quote the rates in Indian Rupees and provide details of various elements included in their quote on a separate sheet duly signed and dated and may be shown as **Annexure V (A)**.

6. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.**

**Signature of the bidder
Name & Address of the bidder
Telephone No.
With date and seal**

Annexure – V (A)

**Council of Scientific and Industrial Research
Anusandhan Bhawan, Rafi Marg,
New Delhi – 110 001**

**Name of the work: SECURITY ARRANGEMENTS AT CSIR Hqrs.
premises at Anusandhan Bhawan, 2, Rafi Marg, New
Delhi – 110 001.**

Details of Monthly wages to be paid under the contract to the security personnel shall be in accordance with the Minimum Wages Act, 1948.

Details of payments admissible	Security Supervisor	Security Guards	Gunmen
Minimum Wages			
Leave Reserve			
EPF @ 13.61% (including Admin Charges).			
ESIC @ 4.75%			
Bonus 8.33%			
Service Charges on Minimum Wages (In %)			
Total :			
Service Tax _____ %			
<u>(Nett Per person per month)</u>			
Total :			

**SIGNATURE OF THE BIDDER
Name & Address of the Bidder
Telephone No.
With date and seal**

Guidelines to have an effective and accountable Security System in Laboratories/Institutes and CSIR Headquarters

Annexure-I

1. The Security of the Laboratory/Institute will be the responsibility of the Director of the Laboratory/Institute., however, where two Laboratories/ Institutes are housed in the same campus, the responsibility for managing the Security will be of the Laboratory to which campus belongs;
2. Director of the Laboratory/Institute may constitute a Security Committee under the Chairmanship of Senior Scientist with Controller of Administration/ Administrative Officer, Controller of Finance & Accounts/ Finance & Accounts Officer and Security Officer/Security Assistant as Member-Convener, which may review the Security arrangements of the Laboratory/Institute from time to time and based on its recommendations the Director may take suitable action to strengthen the Security system. In the absence of Security Officer/Security Assistant one of the Section Officer (Gen.) looking after the work of Security may be included as Member-Convener in the Security committee.
3. Security points may be identified keeping in view the Security aspect, actual requirements, economy instructions issued by the Government from time to time.
4. During the office hours, Security duty points may be reduced to bare minimum to curtail expenditure.
5. After the office hours Security points may be identified and some of the gates/buildings could be closed to ensure economy in expenditure, at the same time keeping in view the safety of the campus and its property, with a provision for night patrolling. Ministry of Home Affairs instructions contained in circular No. I-25016/15/2006-SSD circulated vide CSIR letter No. 14(6)/1/86-EII dated 7.8.2006 (copy enclosed for ready reference) regarding entry of visitors after office hours may be strictly followed.
6. Security Guards may be deployed in the colonies for vital installations such as power house, water tanks/pumps etc. specifically during night, when the operators are not on duty;
7. The Security Contractor may be given freedom to bring his own Security Guards or re-appoint the Security Guards deployed by the earlier Contractor on his own terms & conditions. and it will be the responsibility of the Contractor to ensure that no liability on this count should come on CSIR in respect of workers deployed by him.
8. Duty points will be specified for security contract to ensure deployment of Security Guards by the Contractor. It is necessary to specify the number of Security Guards/Security Supervisor to be deployed by the Contractor in the award letter and agreement so as to keep a check on statutory provisions of Labour Laws such as remittance of ESI & EPF etc. in respect of workers deployed by the Contractor. The Contractor should ensure that Security Guards/Security Supervisors are deployed for eight hours duty with provision for weekly off.

9. The Labs./Instts should ensure that expenditure should not exceed the budget allocated by CSIR.
10. As far as possible, it should be ensured that only Ex-Servicemen retired employees of para military forces or properly trained Security personnel are deployed by Security Contractor. This should be specified in the NIT and the contract agreement.
11. It shall be specifically provided in the NIT that the monthly rates payable to the workers of the Contractor should be the one fixed by the Central Government or the State Government, whichever is higher and that the contractor shall provide uniform etc to the Security Guards/Security Supervisors.
12. The work of the Contractor shall be supervised by the Contractor himself or his authorized representative/Security Supervisor. The Contractor shall review the Security arrangements of the Lab./Instt in consultation with the Director or his nominee or Security Committee from time to time.
13. The Laboratory/Institute shall also get itself registered under Contract Labour (Regulation & Abolition)Act, 1970.
14. The contract shall be awarded only to registered Contractors holding valid license under Contract Labour (Regulation & Abolition) Act, 1970. Certificate in form V may be issued to the Contractor for obtaining license as provided under Contract Labour (Registration and Abolition) Central Rules, 1971.
15. The wages to the workers deployed by the Contractor shall to be disbursed by the Contractor himself or his nominee in the presence of representative of Director, who will sign the payment register in token of having disbursed the salary in his presence by the Contractor.
16. The Contractor shall maintain all records of the workers deployed by him in the Laboratory/Institute as required under the various Labour Laws and the Laboratory/Institute should not intervene in such matters.
17. It may be ensured that the Contractor has his own code number under the EPF & ESI Act, and the amount recovered on this account is deposited by Contractor with the respective authorities.
18. The Lab./Instt. shall ensure that agreement as per draft agreement is executed by the Contractor immediately after the award of the work.
19. For evaluation of the bids for security contracts, L-1 may be decided keeping in view the component of profit margin in the form of service charges quoted by the prospective bidders, as the Contractor is liable to pay minimum wages as fixed by Central Government or State Government, whichever is higher, plus the statutory dues like ESI, EPF, Bonus, Service Tax etc.
20. As it is mandatory for the Contractor to pay minimum wages as fixed by Central Government or State Government, whichever is higher, plus the statutory dues like ESI, EPF, Bonus, Service Tax etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evaluation.

AGREEMENT FOR SECURITY

This AGREEMENT made on this _____ day of _____ between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at "Anusandhan Bhawan," Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

And

M/s _____ at _____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing the security arrangement at _____ (Name of the Lab./Instt.) which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt.) and whereas the Contractor has offered to provide the security arrangement on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act,), 1970 and registered with DG (Resettlement) 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. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the CSIR. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work of security arrangements and keep a strict watch and ward of the land and properties as mentioned in Annexure A

AND WHEREAS the contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs. _____ (Rupees _____) by way of Bank Guarantee of Fixed Deposit Receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing security arrangements, the contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with Director of the Lab./Instt. or his nominee. Subsequently, the contractor shall review the security arrangement from time to time and advise the Director of the Lab./Instt. for further streamlining their security system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Instt. or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab./Instt./CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the

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Lab./Instt./CSIR in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall provide security and keep watch and ward of the land and properties as detailed in Annexure-A as deemed fit by him in consultation with the Lab.
2. That for performing security duties, the contractor shall deploy persons round the clock in eight hours shifts only. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 50 years for security duties. Only Ex-Servicemen, retired employees of para military forces or properly trained Security personnel of integrity and good conduct are to be deployed by the contractor.
3. That the contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab./Instt./CSIR for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab./Instt. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any. The Controller of Administration/AO of the Lab./Instt. shall make suitable arrangement to ensure compliance.
5. The contractor shall report promptly to Director/designated officer of the Lab./Instt. any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor

to ensure security and safety of all the property and assets moveable and immovable of the Lab./Instt and if there is any loss to the Lab./Instt. on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the Lab./Instt.

6. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/ regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
7. That the contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI &EPF towards the persons deployed at CSIR Lab/Instt. buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
8. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.
9. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of CSIR/Lab./Instt.

10. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the Lab./Instt. CSIR and shall on demand furnish copies of wages register/muster roll, etc. to the Lab./Instt. for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employments, inspection and submission of periodical returns.
11. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include armycut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc. The seasonal equipment such as Jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab./Instt.
12. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
13. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other

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liability pay to the Director of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR

C. CSIR'S OBLIGATIONS

1. That in consideration of the service rendered by the contractor as stated above, he shall be paid a lump sum of Rs. _____ on _____ basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the office designated by Lab./Instt. in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Director General of Resettlement, Ministry of Defence (Govt. of India) from time to time shall be payable by the CSIR to the contractor.
4. That the CSIR/Lab./Instt. shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account to the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
5. The security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

1. That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee

and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor will ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

2. The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES/LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of office authorized by the Director of the Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Laboratory/Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.

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2. That this agreement may be terminated on any of the following contingencies:-

- a) On the expiry of the contract period as stated above
- b) By giving one month's notice by CSIR on account of:
 - i) for committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Lab./Instt.
- c) On contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for Lab./Instt./CSIR.

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the

persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of
Council of Scientific & Industrial Research
Anusandhan Bhawan
Rafi Marg, New Delhi-110001

For and on behalf of
the contractor

WITNESS

1.

2.

