

## **(24) Sub        Departmental Security Instructions.**

**(24.1.1)            The problem affecting the safeguarding of Secret and Confidential information and documents has been engaging the attention of. the Government for sometime and various measures have been adopted for this purpose. I suppose some measures suited to your special needs must have also been taken by you for tackling this problem. In recent months, quite a few cases have come to the notice of the Government regarding leakage of the contents of Secret and Confidential documents and in order to avoid recurrence of such instances it has become all the more necessary to tighten security measures.**

Rule 8 of the Central Civil Services (Conduct) Rules, 1955, prohibits a Government servant from communicating, without authority, to any one, including a fellow Government servant, any information acquired by him in the course of his official duties. Such wrongful communication of information as well as the retention or removal of any documents containing such information, is punishable under the official Secrets Act, (Act NO. XIX of 1923). Under Bye Law 74 of the C.S.I.R.. the Central Civil Services (Conduct) Rules, 1955, for the time being in force, apply so far as may be, to the officers and establishments in the service of the Council, subject to the modification that references to 'Government' and 'Government Servant' in the rules should be construed as references to the "Society" and "Officers" and establishments in the service of the Society respectively. I am sure, the provisions contained in the Central Civil Services (Conduct) Rules, 1955, must have been brought by you to the notice of all officers and members of staff as requested in our letter No.O&NY49159 dated the 2nd November, 1959. If this has not been done already. I would request you to take necessary action immediately.

The Government of India, Ministry of Home Affairs, have prepared a set of Security Instructions. As laid down in Rule 8 of the Central Civil Services (Conduct) Rules, 1955, and as stated above it is the responsibility and the direct concern of every Council Servant, in whatever capacity he is employed, to safeguard the security of all classified papers to which he has access in the course of his official duties and of which he comes in possession in any other way. It is also the duty of the superior officers to ensure, by frequent surprise checks of and visits to office rooms and by all other means in their power, that the Security Instructions are fully understood and complied with all persons working under them. The Officers should also keep themselves acquainted with the, morale and conduct of the staff under them.

**It is necessary that all papers; the unauthorised disclosure of which while 'NOT' endangering the National security would be prejudicial to the interests of the Nation, any activity of the Council or individual or would cause administrative embarrassment or difficulty or be of an advantage to a foreign nation, should be classified as 'Confidential'.**

**'Confidential' correspondence should be addressed to an officer by name and should be opened by the addressee or in his absence by an officer so authorised. Further, it is also necessary that the supervisory staff and officers should observe the following security instructions in their day to day work : -**

- 1. Persons not concerned in any way should not be given access to confidential papers.**
- 2. Typing and despatch of such papers should be done confidentially.**
- 3. Under no circumstances such documents should be carried loose in the hands of the peons arrangements for proper custody of such papers in a locked safe should be made: the key of the safe should remain in the personal custody of the section Officer or a superior officer.**
- 4. Proper arrangements should be made for guarding all such papers during lunch intervals.**
- 5. All drafts, rough notes, spare copies, used carbon papers and shorthand note books should be destroyed by burning them before they get into unauthorised hands.**
- 6. Such papers should not be sent and received without proper and careful check.**
- 7. Papers should be marked 'Secret' or 'Confidential' according to the importance.**

**The Security instructions issued by the Government of India also lay down that as far as possible only permanent staff should be posted for Secret and Confidential work, even in temporary vacancies or gaps, to avoid all chances of leakage of information. Persons, who are in the habit of absenting themselves unauthorisedly or remain on leave at certain regular intervals or have other bad habits such as drunkenness and living beyond means, should not normally be employed for work of Confidential and Secret nature. Cases of leakage of information should be dealt with and action against the persons concerned taken**

promptly. A report of such cases should also be made to the Council with full particulars.

(D.O.No. 1 1/1160-0&M, dated 23-1-1960)

**(24.1.2) Sub: Security measures in CSIR Headquarters and its National Laboratories/ Institutes.**

The problem of safeguarding the various projects of research, costly and sophisticated equipment and various documents relating to secret and classified projects has been engaging the attention of the CSIR. In early 1960, the need for tightening up the security measures was felt and instructions were issued to all the National Laboratories/ Institutes vide D.O. letter No. 1 11 1160-0&M dated 23/1/1960 for safeguarding secret and confidential documents. These instructions were on the lines of "Departmental Security Instructions" prepared by the Ministry of Home Affairs. Soon after, the gate pass system and carrying identity cards by bonafide employees was introduced at the headquarters and in various Laboratories/Institutes.

In order to ensure effective security of documents relating to secret and classified projects in the CSIR Headquarters and its National Laboratories/Institutes, certain guidelines have been framed in consultation with the Ministry of Defence and approved by the DGSIR. A set of the guidelines is enclosed for your information. These guidelines have been framed keeping in view the practical difficulties encountered in Research Institutions.

You are requested kindly to ensure that these guidelines are followed scrupulously in addition to those already issued by this office from time to time.

(No. 1/37/70-vig., dated 8-1-1971)

Secret

**Proposed Guidelines for Security for Secret Projects**

To ensure the necessary security, the following rules and regulations have been drawn up. They should be followed strictly by all personnel associated with secret projects

**(a) Security of Information**

1. The character and antecedents of all individuals engaged in Defence Projects should be verified by the Police according to the standing instructions BEFORE assigning him to work on a Defence Project. Cases of all existing personnel already engaged in Defence Projects should be carefully screened to ensure that proper verification of character and antecedents has been duly made in each case according to the prescribed procedure.
2. Following certificate may be obtained from each individual engaged in Defence Project; if not done already :-

"I certify that I have read the Indian Official Secrets Act, 1923 as amended from time to time and that I hereby solemnly affirm that I would abide by its provisions".

For fresh appointments, the following clause may be added in the appointment letter:

- i. He/ She shall abide by the provisions of the Indian Official Secrets Act, 1923 and shall have to furnish, at the time of joining duties, a certificate to this effect in the prescribed form.
- ii. No one shall discuss such projects with any unauthorised individual inside or outside the Laboratory without the specific written permission of the competent authority.
- iii. No visitors should be allowed in the Defence Cell(s).
- iv. Documents, specifications and drawings of the secret projects should be under the personal custody of an officer and should be kept in locked steel Almirahs / Cabinets. All documents should be numbered, register maintained for them and occasional check should be carried out of such documents by the said officer and a certificate of such verification recorded in the register under his signature.

- v. Drawings and specifications given to CSIR to guide manufacture will not be copied or duplicated without prior approval in writing of the issuing authorities.

**(b) Security of Materials**

- i. No items of the project(s) should be exhibited to any unauthorised individual especially foreigners without the specific written instructions of the competent authority.
- ii. While sub-contracting any parts of the equipment to any outside agency the identity of the project should not be divulged; instead a code name may be used to maintain the secrecy of the equipment.
- iii. The area earmarked for secret/top secret projects should be declared as secret area.
- iv. Unclassified projects given to CSIR may be handled in the ordinary manner.
- v. "Competent authority" referred to in the above instructions shall be specified by the Head of the Laboratory/Institute.
- vi. Head of the Laboratory/Institute may issue such further additional instructions as may be considered necessary.

**(24.1.3) Subject.. Departmental Security.**

The Cabinet Secretary has conveyed to me, as well as to other Secretaries of the Govt. of India, Prime Minister's concern at leakage of classified or highly sensitive information to press and unauthorised persons. It is needless to say that she has taken a very serious view of the matter and has directed that strict measures be taken to stop such leakages.

In the above background it is essential that you should immediately undertake a review of the security system in ,our Laboratory. Many of our Laboratories are engaged in research which has strategic importance. We have also projects which should be kept secret in the national interest. Therefore, in my opinion the following principles should be observed to ensure that classified information does not leak out to press and authorised persons:-

- i. Only a few selected personnel should have access to secret and top secret documents, the distribution list of such documents should be

carefully reviewed so as to limit their circulation to the minimum. If necessary, the character and antecedents of such personnel could be got verified periodically. Persons who are not considered completely reliable and disgruntled elements should not be allowed to handle confidential documents.

- ii. You should be careful in picking up the team who would be associated with work in the Laboratory having strategic importance. The need to maintain utmost security should be emphasised on them from time to time. No public display of the work done by any Laboratory for the Defence should be made without clearance from the Defence authorities.

ii) No scientist or any other employee below the Director is permitted to give information to the press. Utmost caution should be exercised in this regard lest casual remarks and scraps of information collected piecemeal should unwittingly lead to publication of stories containing confidential matters. Any leakage or suspected case of leakage should be investigated thoroughly and appropriate action taken, if necessary by invoking the provisions of the Official Secret Act.

- iii. All classified documents should be numbered and accounts kept of their distribution.

I would once again emphasise that on receipt of this letter you should quickly review the total security system in the Laboratory and plug any loophole which you may find as a result of the review. I would also like a report to be sent to me before the end of the month confirming that action has been taken as indicated.

(CSIR Letter No: 1121/75-0&M, dated: 18th August, 1981 addressed by DGCSIR to the heads of all National Labs./Instts.)

**(24.1.4) It has been noted that there is no proper check of the visitors at the reception and sometimes visitors from outside go to the seats/officer(s) without a proper gate pass. This tendency needs to be curbed immediately. Accordingly, the following instructions should be strictly observed by all concerned.**

- i. All visitors from Laboratories/Institutes should bring their identity cards with them. These will be checked at the entrance before they are

permitted inside the office of CSIR. All visitors from outside the system of CSIR should be made to report at the reception and indicate the name (s) of officers whom they have to meet. After satisfying herself of the genuineness of the visitor, the Receptionist will issue the gate pass and the necessary details recorded in the register maintained for the purpose. If necessary, the officer concerned may be contacted over intercom before a visitor is issued a gate pass. Visitors desirous of meeting officers below the level of under secretary should not be allowed and requested to wait in the reception hall and the staff/ officers requested to meet the visitor there. All gate passes issued to the visitors should be collected at the gate and the signature of the officer visited verified.

- ii. No visitor shall be allowed to use the back gate of the building and only the main entrance will be used by them.
- iii. Caretaker/Head Security Guard should ensure that after the close of office, all rooms are properly locked and the lights/fans and other appliances are switched off.
- iv. Surprise inspection of rooms, corridors, lavatories etc. should be carried out by the Caretaker/Civil Engineer (Building Maintenance) to ensure proper cleanliness.
- v. Confidential Sections such as Vigilance Section should be swept in the presence of the staff member of the section at the close of the working hours.
- vi. A proper key register should be maintained and any loss of key should immediately be reported to the Security Officer.
- vii. No rooms should be opened on holidays/sundays unless a proper requisition is obtained from the Branch Officer.
- viii. Civil Engineer/Caretaker should ensure that all necessary steps to safeguard the buildings are taken and fire-fighting equipments are in good order.
- ix. No material should be allowed to be taken out of the building without a proper gate pass issued under the signature of the Sectional Head.
- x. Civil Engineer/Caretaker will be personally held responsible for any lapse in strict observance of the above instructions.

(No. 1(58)/85-0&M, dated 24-5-1985)

## **(24.2) Security & Cleanliness through contractors,**

### **(24.2.1) Sub: Employment of contract Labour for Sweeping, cleaning dusting and watching of buildings.**

Some of our Labs./Instts. had awarded contracts for their Security and Cleaning work to private agencies which could not be renewed further or had to be stopped due to the issue of a Notification by the Govt. of India prohibiting employment of contract labour on and from 1- 3-77 for sweeping, cleaning, dusting and watching of buildings owned or occupied by Central Govt. establishments. The matter regarding the applicability of the above Notification to the CSIR and its National Laboratories and Institutes was taken up with the Ministries of Labour and Law & it has been held that the said Notification is not applicable to the CSIR and its National Labs./Instts.

(CSIR Letter No: 17(97)177-E.H, dated: 30th June, 77.)

**(24.2.2) The question of engaging private contractors for security and house keeping functions in the Laboratories has been considered from time to time. Some time back Vice- President, CSIR, was informed that security of some of the laboratories had been given on contract to private persons. He asked the Directors to discontinue this method of providing security. He was further informed that the task of cleaning and gardening in the laboratories was also given on contract to private parties, and he had asked that practice to be discontinued too.**

This issue also came up for discussion during the last Directors' Conference where the Vice-President clearly expressed a view that since the Laboratories were sensitive to security matters. there would be no control on unauthorised access to sensitive places/material, in case private contractors were brought in for security and house- keeping functions.

I shall be grateful if you would let us know whether you have acted upon the directions of the Vice-President and discontinued the practice of contracting the security and house-keeping work to private contractors in case such a system was being followed. If it has not been done, necessary steps may now kindly be taken for discontinuing after the current contracts are over. Termination of the existing



system may necessitate alternate arrangements for carrying out the security and house-keeping functions. You are requested kindly to consider the matter in detail and send your proposals immediately.

The above instructions may kindly be noted and complied with strictly.

(DO.NO.14 (6)/1/83-E.II, dated 24-4-1986)

**(24.2.3) Sub : Security and House Keeping arrangements in the Laboratories/Institutes.**

The instructions contained in D.O.letter of even number dated 24/4/1986 from the Joint Secretary (Admn.), CSIR on the above subject, have been under review for some time past taking into account the suggestions made by various Laboratories/Institutes: Accordingly, the matter was also placed before the Governing Body of CSIR at its last meeting held on 15/12/86 which have decided as under :-

1. In laboratories where there is high security risk, security and cleaning functions should either be done departmentally or through the organisation created by Director-General, Resettlement;
2. In all other laboratories, core areas should be identified where high security is required and in such areas security should be done either by departmental staff or through the organisation created by Director-General, Resettlement;
3. In all other cases, the laboratory Director should have the discretion to get these functions performed either through the DG, Resettlement or through the competitive contractors or departmentally.

In this connection, it may be pointed that during discussions with DG, Resettlement, Ministry of Defence, Maulana Azad Road, New Delhi, it was confirmed by them that they will be in a position to provide security arrangements through their agency for all National Laboratories/Institutes, located in different parts of the country. You are, therefore, requested kindly to intimate this office in case you intend to get your security problems looked after by the above office so that the office of the Director-General, Resettlement is suitably informed to get in touch with you.

**(No. 14(6)/1/86-E-II, dated 9-2-1987)**

**(24.2.4) Subject.. Security and house keeping arrangements in the Labs.1Instb. of CSIR .**

**With reference to your letter No.2667/DGR/SA/87/Res-3 dated 9th June 1987 on the above subject, I am directed to convey the acceptance of CSIR to the following rates for engagement of Ex- servicemen in different**

**categories:-**

- |                                 |                |
|---------------------------------|----------------|
| i) Security Guard/Working hand. | Rs. 900/- P.M. |
| ii) Supervisor (Nco)            | Rs. 1150/- P.M |
| iii) Security Officer (Jco)     | Rs. 1150/- P.M |

**We have also no objection to your charging service charges 15 to 20% depending upon the situation of particular Lab./Instt.**

**It is requested that immediate action may kindly be taken to 'Provide Security arrangements to the Labs./Instts. for whom we have already made a reference to your Organisation. The matter may kindly be accorded top Priority.**

**(CSIR Letter No: 14(6)1/87-E.H, dated: 11th June, 1987 addressed to Director General Resettlement, Min. of Defence)**

**(24.2.5) For the past sometime, we have been receiving staff proposals from the various National Laboratories/ Institutes. Action on these proposals are held up due to impending budget discussion with DGSIR on the one hand and Cadre Review of various categories of Administrative Staff both at CSIR Headquarters and in the National Laboratories/Institutes on the other.**

**This exercise of Budget Discussions with DGSIR is almost over for all the National Laboratories/Institutes except two or three. Similarly, the Cadre Review have also been done and orders are under issue. In the Cadre review, major requirements of the Laboratories/Institutes for various categories of Administrative staff have been duly taken care of except in the following areas**

1. Security;
1. Cleanliness;
2. Guest Houses;
3. Operation of Vehicles;

So far as these areas are concerned, each Laboratory/ Institute is expected to deal with them as under

#### 1. Security

CSIR have communicated Governing Body decision where the Laboratories/Institutes are authorised to entrust their security arrangements either through Director-General (Resettlement), Ministry of Defence or by inviting competitive tenders, as they may deem fit, Therefore, any additional requirement of security staff will have to be taken care of in operating these instructions and by internal adjustments only because it may not be possible for CSIR to sanction additional posts for security any more;,

#### 2. Cleanliness

Similarly for cleanliness, each laboratory/ Institute is free to get this work done through Private agencies on the basis of open competition or by arranging it departmentally within the manpower available as it is not possible for CSIR to sanction any more posts on this account:

#### 3. Guest Houses

There are two types of proposals being received by CSIR for running of these Guest Houses. One relates to the operation of guest houses constructed many years back and the other for operating new guest houses. So far as the first category is concerned, there are reasons to assume that these guest houses are functioning with minimum requisite staff strength and if any marginal increase is required, each laboratory/Institute may manage the same within the total manpower available with them. For new guest houses, every effort should be made by the Laboratory/Institute to contract out the service. The minimum manpower necessary may be found within the total sanctioned strength of the

Laboratory/Institute. The main emphasis being to eliminate the need for creation of these non-plan posts;

#### 4. Operation of Vehicles

For existing vehicles, a one-time census may be taken and minimum additional staff intimated to the Headquarter for necessary action.

For additional vehicles in future, DG's sanction for a Driver will be incorporated with every such sanction.

In view of the above position, no action is now being taken on any staff proposals received by CSIR. However, if you still feel that there are certain areas where additional manpower may be necessary, you may kindly send only one proposal in a year along with complete justification for further appropriate action. In any case the practice of sending proposals in piecemeal may kindly be avoided in future.

(DO NO. 1/1/87/E-II, dated 23-7-1987)

#### **(24.2.6) Sub: Engaging of contractors on works like security, cleaning. etc.**

CSIR Labs./Instts. have been engaging contractors for work relating to security and cleaning. Recently, some references have been received from Labs./Instts. for engaging contractors for other items of work like typing and other allied matters.

The position has been reviewed with reference to the contract Labour (Regulation & Abolition) Act, 1970 and with the Labour Commissioner (Central). During the discussions, it has emerged that the Contract Labour (Regulation & Abolition) Act, 1970 is applicable to CSIR and its Labs./ Instts. The implications of the provisions of the said Act are that if CSIR or any of its Lab./Instt. engages 20 or more persons on contract, it has to get itself registered under the Act with the registering authority under Section 7 of the Act. The Registering Officer shall register the establishment and issue to the principal employer of the establishment a certificate of registration. The effect of non-registration would be that CSIR/ its Labs./Instts. would not employ contract labour. Therefore, it is

necessary to get all those Labs/Instts. registered under the Contract Labour (Regulation & Abolition) Act, 1970 which are engaging 20 or more workmen on contract through contractor or which intend to do so in future. The form of application for registration is attached with the Act. The contractor who is given the work of security, cleaning or any other contract shall also have to obtain a licence from the Registering Authority. The effect of registration and award of work only to the licensed contractor as aforesaid would be:-

- a. The contract labour employed through the contractor cannot claim regularisation and other benefits of pay and allowances from CSIR;
- b. Payment to the labour engaged through contractor shall be the contractor's responsibility; and
- c. It will be presumed that CSIR can engage labour on contract for work like security, cleaning, typing etc. and it would not amount to violation of any of the provisions of the Act.

You are, therefore, requested to please take action to get your Laboratory/Institute registered under the Contract Labour (Regulation & Abolition) Act, 1970 to enable you to engage labour on contract through licensed contractors only.

(No. 14125190-E.H, dated 1 I- I- 199 1)

**(24.2.7) Sub : Security arrangements in the Labs.1Instts.. Revision of rates thereof.**

In pursuance of instructions contained in this office circular letter of even number dated 11-6-1987. the matter regarding revision of rates for engagement of Ex-servicemen as Security Guards, Security Supervisors and Security Officers in various Labs./Instts. has been under review for some time past. The suggestions made by the D.G. (Resettlement), Ministry of Defence were considered by a Committee including a representative of the DG (Resettlement). On the recommendations of this Committee, it has been decided to revise the rates for engagement of Security Guards/Security Supervisors/ Security Officers by CSIR Labs./Instts. as given below:

1. **Total percentage of the statutory requirements i.e. 27.5% of the emoluments as given in Item-2 below may be deducted from the revised rates of emoluments now proposed by DGR in respect of Security Guards, Supervisors and Security Officers as under in the event of the contractors failing to produce documentary evidence of having discharged their liabilities for previous months(s) :-**

	<b>Revised Rates (including statutory charges)</b>	<b>Revised Rates (excluding statutory charges)</b>
Security Guards	Rs. 12251/-	Rs. 892/-
Security Supervisors	Rs.15101/-	Rs. 1095/-
Security Officers	Rs.2075/-	Rs. 15041/-
-		

2. **Statutory requirements as per details given below may be admitted for payment by the Labs./Instts. subject to production of supporting documents in token of having discharged these liabilities by the Contractor concerned for the previous months**

- a) CPF - 10%
- b) ESI - 05%
- c) Bonus - 08.33%
- d) Terminal Gratuity -04.160/0

**(i.e.27.5% of the basic salary)**

3. **Payment towards statutory requirements @ 27.5% of the emoluments for the current month will be paid to the contractor only on production of documentary evidence in support of having the payment made for the past month.**
4. **Leave relief will be payable by the Labs./Instts. on actual basis subject to maximum @ 25% of the staff agreed for engagement in each category.**

5. Service charges of the contractor will be subject to maximum, of 15 % of the amount of bill.
6. The revised rates for engaging Ex-servicemen will be effective from the date of issue of these orders. Revision of rates of emoluments now agreed upon will be made after two years, if necessary.
7. In case of any usual/abnormal escalation in the Minimum wages, a case for enhancement could, however, be taken up by DGR with CSIR Hqrs.
8. Above salient features will be duly inserted in the agreement entered between the Labs./Instts. and the Security Agency, duly sponsored by DG(R). These rates will be uniformly applicable in all CSIR Labs./Instts.
9. CSIR instructions regarding engagement of licensed contractor as notified vide CSIR letter No .14/25/90-E.11 dated 11-1 1991 may also be followed in these cases.

(No. 14(6)1/86-E.II, dated 20-2-1991

**(24.2.8) Sub: Security arrangements in the Labs.1Instts. on contract basis.**

Reference CSIR letter No. 1(1)187-E.II dated 23-7- 1987 with regard to security arrangements. it was

notified that. -

" CSIR have communicated Governing Body decision where the Laboratories/Institutes are authorised to entrust their security arrangements either through Director-General (Resettlement), Ministry of Defence or by inviting competitive tenders, as they may deem fit. Therefore, any additional requirement of security staff will have to be taken care of in operating these instructions and by internal adjustments only because it may not be possible for CSIR to sanction additional posts for security any more. "

It was also notified on 9-2-1987 that the areas of high security risk, arrangements should be done either through Director-General (Resettlement) or through a competitive contractors or departmentally. Subsequently, in consultation with Director- General (Resettlement), revised rates for Security Guards/Supervisors/Security Officers deployed through the agencies created by the Director- General (Resettlement) were notified on 20-2-1991.

From the above, it may be seen that there is hardly a need for creation of the posts of security officer and other security staff in the Labs./Instts. entailing permanent liability on the Labs. With this view point. It has been decided that .-

1) Security arrangements may as far as possible be made on contract basis through the agencies created by Director-General (Resettlement).

2) If security is manned departmentally, it should function under the direct control of AO/COA of the

respective Lab./Instt.

3) No position of security officer or security staff may be created on the regular strength of the Institute.

4) If services of a security officer are needed, instead of creating a regular post, an ex- serviceman officers rank may be engaged on lump-sum monthly consolidated amount roughly calculated on the basis of last pay drawn before his retirement minus pension, as is done in the case of engaging. a Consultant under GOI orders.

5) If security is needed at an out-post of a Lab./Instt. it may be done as a part of contract awarded for the main building of the Lab./Instt. to an agency of Director-General (Resettlement), as a package deal.

6) In case security at an out-post /Regional Centre is to be manned departmentally, persons may be



detailed from the Laboratory preferably on rotation basis to be kept under the charge of a Security Officer engaged on contract from ex- servicemen category as mentioned in para (2)1(4) above, as the case may be.

In case of any clarification matter may be referred to CSIR Hqrs. While giving factual details of the

Situation.

(No. 14(6)/1/86-E.II, dated 11-4-1991)

**(23.2.9) Sub: Security arrangements in Labs./Instts.- Revision of rates thereof.**

In pursuance of clauses 6 and 7 of CSIR circular of even number dated 20-2-1991, the wage structure proposed for payment of ex- servicemen engaged by the agencies sponsored by the DG(R) has been under consideration of CSIR on the request made by DG(R). On the recommendations of the Committee which looked into the matter, DGSIR with the concurrence of FA has been pleased to accord approval to the following revised rates payable to the ex- servicemen engaged by the agencies sponsored by DG(R) for security works as under:-

**REVISED RATES:**

	Salary	Statutory charges @ 28.30% & uniform charges @ 09.86%	
Total			
	1	2	3
Security Guard	11071-	4221-	
15291-			
Security Supervisor	13661-	5211-	
18871-			

Security Officer  
25921-

1876/-

7161-

**NOTE: 1. Percentage of leave relief will also be payable as given in Clause-3.**

- 2. Service Charges @ of 15% will also be payable on the total of column No.3 above +percentage of leave relief applicable, as given in Note-1 above.**

- 2. Statutory charges as per details given below may be admitted for payment by the Labs./Instts. subject to production of supporting documents in token of having discharged these liabilities by the contractor concerned in the previous months/year, as the case may be**

(a)	PF/PPS	10.00%
(b)	EDLI	00.50%
(c)	Admn. Charges payable to authority	00.66%
(d)	ESI	04.00%
(e)	Bonus	08.33%
(f)	Gratuity	04.81%

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**Total :- 28.30%**

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- 3. Leave relief will be payable by the Labs./Instts. at the following rates**

- a) Leave relief - in case of 7 days a week - 28.98%**
- b) Leave relief - in case of 6 days a week - 08.95%**
- c) Leave relief - in case of 5 days a week - No leave relief.**

- 4. Service charges of the contractor will be subject to maximum of 15% of the total amount of the monthly bill only.**

5. The revised rates for engaging ex-servicemen will be effective from the date of issue of these orders. Revision of rates of emoluments will be made after two years, if necessary.

6. In case of any usual/abnormal escalation in the minimum wages, a case for enhancement could, however, be taken up by DG(R) with CSIR Hqrs.

7. The above revised rates will be applicable only where the security work is awarded to an agency sponsored by DG(R) and ex- servicemen are engaged by the agency for actual deployment. The criteria for engaging an agency sponsored by DG(R) for security work will be as under:

i) Where there is high security risk, security and cleanliness should either be done departmentally or through the agency sponsored by DG(R) on the rates given by DG(R) as above subject to the minimum requirement. Wherever work is to be awarded through the agency of DG(R), it should be done with the prior approval of CSIR.

ii) Core areas of high security identified by the Labs. should be guarded either by departmental staff or through the agency duly sponsored by the DG(R) on the rates given above by DG(R). Wherever work is to be awarded through the agency of DG(R), it should be done with the prior approval of CSIR.

iii) In other cases where staff has not been provided for security work against the sanctioned posts, the work should be awarded after inviting competitive quotations from the agencies engaging ex- servicemen. In such cases, work will be awarded on 'job contract basis' in the enclosed prescribed proforma of agreement.

It may kindly be ensured that

(a) Security and cleanliness of area (s) of high security risk/high security should be awarded only to an agency sponsored by DG(R) after obtaining prior approval from CSIR; and

(b) in other cases, security work may be engaged on 'job contract basis' only after inviting competitive quotations from agencies engaging ex- servicemen only

in case security staff has not been provided to the Labs./Instts. against the sanctioned posts.

It may be ensured that the CSIR instructions regarding award of work to the Licensed Contractor as per instructions contained in CSIR circular No. 14(25) 90-E.H dated 11-1-91 and deduction of income tax at source under Section 194(c) of the Income tax Act 1961 in accordance with the instructions circulated vide CSIR letter No. 17(6)72-Engg. dated 28-4-1992 are followed scrupulously.

(No. 14(6)1/86-E.II(Vol.II/Pt.1, dated 23-4-1993)

This AGREEMENT made on this \_\_\_\_\_ day of One Thousand Nine

Hundred and Ninety Three 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/house-keeping \_\_\_\_\_ and \_\_\_\_\_ cleaning \_\_\_\_\_ arrangement at \_\_\_\_\_ (name of the Lab./Instt.) which is a constituent unit of CSIR (hereinafter referred to as the Lab./Instt.) and whereas the contractor has offered to provide the security/house-keeping and cleaning arrangement at on the terms and conditions hereinafter stated. AND WHEREAS Contractor has represented that he is registered as Contractor under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. NOW, THEREFORE, BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed as follows :-

## **I. Contractor's Obligations**

**A.I. That the contractor shall provide the following services :-**

- a)
    - i) Security at \_\_\_\_\_ points ( round the clock) as per Annexure - I (a) to this agreement.
    - ii) Security at \_\_\_\_\_Points (between \_\_\_\_\_ AM to \_\_\_\_\_PM as per Annexure- 1 (b) to this agreement.
    - iii) Security at \_\_\_\_\_Points (between \_\_\_\_\_ AM to \_\_\_\_\_PM as per Annexure- 1 (c) to this agreement.
  - b) Cleanliness of Agreement. \_\_\_\_\_ area as per plan annexed as Annexure-II to this Agreement.
  - c) Maintenance of lawns and garden, flower pots. etc. as per details specified in Annexure-III to this Agreement.
2. That for providing satisfactory services as per para 1 above under this contract, the Contractor has agreed to deploy a total of \_\_\_\_\_ persons on different points, the details of which are given in Annexure-1 (a), (b),(c), 11 and III respectively.
  3. That for performing security duties, the Contractor shall deploy persons round the clock in 8 hours shifts only. That the Contractor shall ensure that the persons are punctual and remain alert and vigilant in performance of their duty. It is further agreed that the Contractor shall engage physically fit persons and below the age of 50 years for security duties. Persons so engaged may preferably be ex-servicemen.
  4. That the Contractor shall communicate the names, parentage. residential address, age, etc. of the persons deployed at each point.
  5. That for purpose of proper identification of these employees of the Contractor deployed at various points, the Labs./Instts. shall issue identity Cards/Identification document of these security guards/cleaners, etc. and they shall be duty bound to display the identity cards at the time of duty.

6. That the Director of the Lab./Instit. or any other person authorised 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 required number of persons are deployed and that they are doing their duties.
  7. 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 official. The Lab./Instit. will intimate to the Contractor the specimen signatures of the officials designated and authorised to sign the Gate Pass. Any change will be intimated in writing. The COA/AO of the Lab./Instit. Shall make suitable arrangements to ensure compliance.
  8. That 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./Instit. and if there is any loss to the Lab./Instit. on account of dishonesty, connivance and/or due to any cause the Contractor shall make good on demand the loss to the Lab./Instit. the contractor shall report promptly to the Lab./Instit. any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any, shall be recovered from the Contractor.
  9. That on taking over the responsibility of providing security/house-keeping and cleaning arrangements, the Contractor shall formulate the mechanism and duty assignment of Security/House-Keeping and cleaning personnel in consultation with Director of the Lab./Instit. Subsequently, the contractor shall review the Security/ House-Keeping and cleaning arrangement from time to time and advise the Director of the Lab. in writing about additional measures 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./Instit. or the officer designated by the Director in this respect from time to time.
- B. 1. That it is expressly understood and agreed between the parties to this Agreement that the persons

deployed by the contractor for the work as per para \_\_\_\_\_ above shall be the

employees of the Contractor for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue simplicity or explicity.

2. That the persons so deployed shall remain under the control and supervision of the Contractor and the Contractor shall be liable for payment of their wages etc. and all other dues which the Contractor is liable to pay under various Labour Regulations and other statutory provisions.
3. That the Contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various Labour laws. The Contractor shall provide full information in respect of the wages etc. paid to its employees so deployed in conformity with the provisions of Contractor Labour (Regulation and Abolition) Act, 1970.
4. That the Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under Law, namely, under the Minimum Wages Act, P.P.Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, etc. as applicable and amended from time to time.
5. That the Contractor shall conform to the provisions of Central/State Act (s) or the Regulations on the subject as well as terms and conditions of this Agreement.
6. That the Contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the Lab./Instt. 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 the Contractor for the work under the Agreement. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of the CSIR in this respect as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The Contractor shall comply with or cause to be complied, with the contractor's Labour

Regulations made by CSIR from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book, wage slip publications of scale of wages and terms of employment inspection and submission of periodical returns.

- 7 . That the Contractor has represented that he is already registered under the Contract Labour (Regulation & Abolition) Act, 1970, as amended. Any obligations and/or formalities which are required to be fulfilled under the said Act or any other Act 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 provisions of the said Act or any other Act.
8. That the Uniforms supplied by the Contractor at his own cost. to the persons deployed for this work, shall include khaki bush- shirt, army cut pant, anklets, ankle boots, web belt (with baton strap), baton, beret with ceremonial headdress and line sash, whistle, loaded torches, etc. The seasonal equipment such as Jerseys. great coats in winters and rain-coats in monsoon shall also be provided by the Contractor at his cost and the CSIR shall have no liability whatsoever on this account. The Uniform shall be approved by the Director of the Lab/Instt.
9. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and for the preservations of peace and protection of persons and property of CSIR.
10. That in case any of the persons so deployed by the Contractor does not come upto the mark or performs his duties properly or indulges in any unlawful riots or disorderly conduct, the Contractor shall take suitable action against such employee on the report of Lab./Instt. and CSIR in this respect.
11. The Contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instt. CSIR in case of any of the aforesaid act on the part of the person so deployed or otherwise.



12. 12. That the Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognised 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 Contractor Labour (Regulation & Abolition) Act, 1970, as amended from time to time or furnishing any information, or submitting or filing any settlement under the provision of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of Lab./Instt., a sum not exceeding Rs \_\_\_\_\_ for every defaults, breach or furnishing, making, submitting, filing such materially incorrect statement and in the event of the Contractor defaulting continuously in this respect, he shall be liable to pay Rs. \_\_\_\_\_ per day for breach of default.

- C 1. That the Contractor shall keep the CSIR indemnified against all claims whatever in respect of the employees deployed by the Contractor at various points. In case any employee of the Contractor so deployed enters in dispute of any nature whatever , it will be the prior 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 shall 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. 2. The Contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets i.e. moveable and immovable as mentioned in para A-8 above
3. 3. The CSIR shall have further right to adjust and/or deduct any of the amounts as a fore said from the payments made to the Contractor under this Contract for providing security/cleaning services.

4. 4. That the Contractor shall furnish an indemnity bond from the General Insurance Corporating at its own cost to indemnify CSIR against any claim arising out of or connected with this agreement.

## **II. II. CSIR Obligations**

1. 1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lumpsum of Rs. \_\_\_\_\_ on \_\_\_\_\_ basis. Such payment shall we made on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab./Instt. In this regard.
2. 2. That the aforesaid lumpsum amount has been agreed to be paid by CSIR to the Contractor. The Contractor shall not increase any amount on any ground whatsoever during the period of this agreement.

## **III. III. Commencement and Termination**

1. 1. That this agreement will come into force with effect from \_\_\_\_\_ and shall remain in force for a period of one year. The agreement may be extended on such terms and conditions as are mutually agreed upon.
2. 2. That this agreement may be terminated on any of the following contingency:-

(a)(a) On the expiry of the contract period as stated above.

(b) (b) By giving one month's notice by CSIR on account of

(i) (i) Losses suffered by CSIR due to lapse of security

(ii) (ii) For committing breach by the Contractor of any of the terms & conditions of this agreement;

(iii) (iii) On assigning the contract or any part thereof or any benefit or interest therein or thereunder by the Contractor to any third person for sub-letting whole or part of the contract to any third person.

(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 create any disruption/hindrance/problem of any nature to CSIR.

#### **IV. Arbitration**

- 1 . In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically 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 from time to time, with the consent of all the parties enlarge the time for making (and publishing) the award.
5. The Arbitrator may give interim award(s) and/or directions, as may be required.

6. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

7. The venue of the arbitration shall be Delhi.

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 and Industrial Research

Anusandhan Bhavan

Rafi Marg,

New Delhi-110001.

For & on behalf of

The Contractor \_\_\_\_\_

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

(24.2.10) Reference CSIR letter No. 14(25)/90-E-II dated 11-1-91 containing the instructions for engaging of contractors for various type of works or any other contracts by the CSIR Labs./Instts., according to which if CSIR or any of its Labs./Instts., engages 20 or more persons on contract it has to get registered under the Contract Labour (Regulation and Abolition) Act, 1970 & the award of contract of engagement of labour for various type of works like security, cleaning, typing and other contracts should be given only to the

contractors licensed under the Contract Labour (Regulation and Abolition) Act, 1970.

However, it has been observed that the above instructions are not being followed strictly by some of the Labs./Instts. resulting in all kinds of problems including complaints of irregularity in making payments to the labourers engaged by the contractors and action for violations of contract Labour (Regulation & Abolition) Act, 1970 etc. It may further be mentioned that the contravention of any provisions of this Act entails a penal offence and shall be punishable with imprisonment or a fine or with both.

It is, therefore, requested that to avoid such penal consequences in future on this account. instructions issued by the CSIR vide its circular letter dated 11-1-91 referred to above, should be strictly followed. Award of contract/ engagement of labourers which have not been done in accordance with the above instructions should be reviewed immediately.

(No. 14(25)/90-E.II, dated 12-4-1994)

**(24.2.11) Subject:- Security and Cleanliness arrangements in the Labs.1Instts.**

Reference CSIR Circular 14(6)/86-E.II dated 09/02/1987 containing the guidelines regarding security and cleanliness arrangements in the Labs./Instts. and 14(6)1/86-E.11 dated 20.2.1991 regarding revision of rates for engagement of Ex- servicemen as Security Guards. With the approval of the Governing Body accorded at its 138th Meeting held on 26/05/1995, it has been decided to authorise the Labs./Instts. to award the work of security and cleanliness to the firms, preferably employing Ex-servicemen on the basis of competitive quotations.

It is requested that the job contracts for security/cleanliness work in your Lab./Instt. in future may kindly be awarded on the basis of the competitive quotations. as per above decision.

(CSIR Letter No: 14(6)1/86-E.II, dated: 14/06/1995.)

**(24.2.12) Reference CSIR letter No. 14(25)/90-E-11 dt. 12-4-94 regarding the necessity to have yourselves**

registered under the Contract Labour (Regulation and Abolition) Act, 1970, and to strictly follow the instructions contained in circular letter of even number, dated 11-1-91.

It has been observed that some Labs./Instts. are still not following the instructions strictly, with the result that the problems of the nature mentioned in CSIR circular letter dated 12-4-94 are still being faced.

You are, therefore, requested to kindly take action, if not already taken, to get your Lab./Instt. registered under the Contract Labour (Regulation and Abolition) Act, 1970 so that the desired effect of registration and award of work only to the licensed contractor, is discernible.

(No. 14(25)/90-E.II, dated 23-8-95)