

ISSUED TO:

Date:

## **TENDER DOCUMENT**

**ANNUAL CONTRACT FOR PROVIDING  
SECURITY SERVICE  
AT  
CSIR COMPLEX, PUSA, NEW DELHI-110012**

**DATE AND TIME FOR SALE OF  
TENDER DOCUMENTS:**

**30.12.2011 to (up to 1600 hrs)**

**LAST DATE AND TIME FOR SUBMISSION  
OF TENDER:**

**06.02.2012 (up to 1430 hrs.)**

**DATE AND TIME OF OPENING  
OF TENDER:**

**06.02.2012 (1500 hrs.)**



## **Council of Scientific & Industrial Research (CSIR Complex)**

Library Avenue, Opp. Institute of Hotel Management,  
Pusa, New Delhi-110012.



**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH**

CSIR Complex  
Pusa, New Delhi-110012

**CONTENTS OF TENDER DOCUMENT**

**ANNUAL CONTRACT FOR PROVIDING  
SECURITY SERVICE  
IN HRDG, CSIR COMPLEX LOCATED AT LIBRARY AVENUE,  
OPP. INSTITUTE OF HOTEL MANAGEMENT,  
PUSA, NEW DELHI – 110012**

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**Note:**

Tenderer should confirm that they have received all the above papers/ documents. The nature of jobs requirement can be seen personally at HRDG by the tenderer. Receipt No. of money deposited as tender fees with the office must be quoted.

Tender issued to:

M/S.....  
.....  
.....

(Signature of the officer issuing Tender)

**HUMAN RESOURCE DEVELOPMENT GROUP  
(CSIR COMPLEX)**

**OPP. Institute of Hotel Management,  
Library Avenue, PUSA, New Delhi- 110012**

**Advt. No. 05/Gen/2011  
NOTICE INVITING TENDER  
ANNUAL CONTRACT FOR SECURITY SERVICE**

Sealed Tenders are invited under Two Bid systems (Part- I: Technical Bid and Part –II : Price Bid) from Security Agencies with annual turnover of Rs. 25 Lakh and more holding valid license under Contract Labour (Regulation & Abolition) ACT, 1970, registered with EPFO, ESIC, having Service Tax registration and successfully carried out at least three security contracts of 20 or more security guards in each contract, consisting of only ex-servicemen or properly trained security personnel and security supervisors during the last 5 years in Govt. /Semi-Govt./Central Autonomous bodies and / or for CSIR or its Laboratories/Institutes.

Detailed Tender documents can be obtained against a written request quoting Advt. No. accompanied by a crossed demand draft for Rs. 500.00 from any scheduled bank drawn in favour of Under Secretary, CSIR Cx. New Delhi- 12, payable at New Delhi.

- i) Sale of Tender documents : 30.12.2011 to 27.01.2012**  
between 1000 hrs. to 1600 hrs. on all working days at Room No. 214)
- ii) Cost of Tender document : Rs. 500.00**
- iii) Last date and time for submission of Tenders: 06.02.2012(up to 1430 hrs.)**
- iv) Date & Time of Tender Opening (Only technical bid): 06.02.2012 (1500 hrs.)**
- v) Price Bid: Date and Time will be intimated at a later date.
- vi) Earnest Money Deposit (EMD) to be submitted along with the Technical Bid:**  
Rs. 10,000.00
- vii) Offer by Fax/E-mail will be summarily ignored.

**This advertisement and detailed tender documents are also available on HRDG website: [www.csirhrdg.res.in](http://www.csirhrdg.res.in). if the tender documents is downloaded from the website, please enclose the cost of the tender document in the form of a Demand Draft.**

**The Head, HRGD reserves the right to accept/reject any or all the Tenders without assigning any reason.**

**Deputy Secretary**



**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH**  
(CSIR Complex)

Opp. Institute of Hotel Management,  
Library Avenue, Pusa, New Delhi-110012.

**NOTICE INVITING TENDER**

1.	Council of Scientific and Industrial Research invites tenders under Two Bid Systems (Part-I: Technical Bid and Part-II : Price Bid) Security agency with annual turnover of Rs. 15 lakhs and more only for security work, holding valid license under Contract Labor (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having service Tax registration and successfully carried out at least three security contracts of 20 or more security guards in each contract, consisting of only ex-servicemen or properly trained security guards/ supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous bodies and /or for CSIR or its Laboratories/institutes.
2.	The contract will be initially for a period of one year which may be extended further with mutual consent.
3.	Tender Documents along with detailed terms and conditions can be obtained by making an application for issue of tender document on payment of Rs.500/- in the form of demand draft drawn in favor of Under Secretary, CSIR Complex, New Delhi-12 on all working days from <b>30.12.2011 to 27.01.2012</b> between 1000 hrs. and 1600 hrs. from Room No. 214, 2 <sup>nd</sup> Floor. CSIR Complex, Pusa, New Delhi-12.
4.	<p>Security Agency may submit their tenders with following details in Part- I (Technical Bid):-</p> <ol style="list-style-type: none"><li>Attested registration certificate of Security Agency issued by the appropriate authority.</li><li>Attested copy of valid labour license from the Regional Labour Commissioner for specific number required for the contract under contract Labour (Regulation &amp; Abolition) Act, 1970.</li><li>Attested copy of valid Service Tax registration certificate.</li><li>Attested copy of registration under EPFO.</li><li>Attested copy of registration under ESI.</li><li>Status: whether Proprietor /Firm/Company.</li><li>Proof at least three successfully carried out security contracts of 20 or properly trained security guards/supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous Bodies and / or for CSIR or its Laboratories/ Institutes. (Please enclose satisfactory completion certificate of three contracts)</li><li>List of Clients.</li><li>Customer's satisfaction proof.</li><li>Copy of PAN &amp; SARAL of the last three years.</li></ol> <p>An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies, CSIR or any of its laboratories as on the date of submission of the bid.</p>
5.	The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

6.	The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Price Bid. The Part-I (Technical Bid) should contain the EMD of Rs. 10,000.00 and statement showing compliance with the criteria/ detailed technical specifications as per SI No. 4 above and NIT. The part-II (Price Bid) should contain only the price offered as per attached 'Rate Scheduled' format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes superscribed TECHNICAL BID and PRICE BID should again be sealed in a third bigger envelope superscribing the tender No. and ' <b>ANNUAL CONTRACT FOR SECURITY SERVICE</b> '. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives on the date of tender opening and the Part-II (Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
7.	The EMD of Rs.10, 000.00 in the form of Demand draft from any scheduled bank drawn in favor of Under Secretary, CSIR Complex, New Delhi-110012, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance within 15 days from the date of work order.
8.	Tenders received after due date/time and without EMD shall be rejected.
9.	Head, HRDG, CSIR Complex, New Delhi-12 reserves the right to accept or reject any or all the offers without assigning any reason.
10.	Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
11.	The tenderer shall not be permitted to tender for works in HRDG, CSIR Cx. if a relative is posted in the grade of Controller of Exam. / Deputy Secretary/Under Secretary/SO or Junior Engineer. He shall also intimate the name of the persons who are working with him in any capacity and are relatives as mentioned above.
12.	Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.
13.	The tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On check if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed :
	i) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
	ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
	iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

14	The tenderer should quote the rates after assessing the work requirement.
15	Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter for the work.
16	Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
17	The Tender submitted by the tenderer shall remain valid for acceptance for a period of three months from of last date of submission of tender. The tenderer shall not be entitled during the said period of three months to revoke or cancel his tender or to vary the tender or any terms thereof.
18	All notice, communications, reference and complaints made by the Security Agency or the Contractor concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
19	Bid must be received by the employer at the address specified above not later than the date and time specified date for the submission of bid being declared the holiday by the Govt. /Head, HRDG the bid will be received up to the appointed time on the next working day.
20	The "Security Agency shall indemnify the Head, HRDG, CSIR Cx. For all losses/damages, whatsoever and shall be solely responsible for consequences of any untoward, uncalled for and unforeseen circumstances including accidents, if any.
21	The Head, HRDG does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.

## SCOPE OF WORK:

To provide security services for the protection of life and property against theft, pilferage, fire etc, safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/salesmen and maintenance of visitor register. To prevent entry of stray animals like dogs etc. round the clock patrolling of the campuses. Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.

## TERMS AND CONDITIONS:

- 1) **Period of Contract:** The contract will be initially for a period of one year which may be extended further with mutual consent.
- 2) **Ernest Money Deposit (EMD):** The EMD of Rs.10,000.00 in the form of Demand Draft from any scheduled bank drawn in favor of Under Secretary, CSIR Complex, New Delhi-110012, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance within 15 days from the date of work order

- 3) **Bank Guarantee:** A Bank Guarantee of 10% of the total order value should be furnished by the successful bidder from any scheduled bank. The Bank Guarantee shall be kept with Head, HRDG for a period of ONE year and shall be released after the successful completion of the contract.
- 4) The offers submitted by downloading from HRDG website ([www.csirhrdg.res.in](http://www.csirhrdg.res.in)) shall be considered valid only when accompanied by a demand draft for Rs.500.00 in addition to drawn in favor of **Under Secretary, CSIR Complex, New Delhi-110012** payable at New Delhi towards the cost of tender documents indicated in the NIT.
- 5) All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
- 6) The requirement of security personnel will be purely need based. Therefore, the requirement may be increased or decreased as per requirement. The Head, HRDG will be under no obligation to hire any specific number of security personnel during the period of contract.
- 7) The Head, HRDG reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 8) The period of contract shall be initially for one year, and can be terminated by the Head, HRDG by giving one month notice to the agency.
- 9) The payment on account of enhancement/escalation charges on account of revision in minimum wages, statutory charges by the appropriate Govt. from time to time, shall be payable by the CSIR to the contractor.
- 10) Bonus under the Bonus Act 1965 will be paid to the contractor for further payment to its employees.
- 11) The pre-receipted bill shall be submitted by the Security Agency in duplicate duly supported by proof of attendance; payment of statutory charges/subscription payment will be made by cheque. Payment will be made against monthly bills supported by requisite documents.
- 12) The rates and prices toward the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 13) The tenderer should have the PAN number and should attach a photocopy of the same.
- 14) The tenderer shall have to execute an agreement with HRDG on a non judicial stamp paper of Rs.100/-.
- 15) The Agency shall have to provide Telephone numbers for 24 hours' contact.
- 16) The draft number of the EMD of Rs. 10,000.00 should be clearly mentioned in the tender document.
- 17) In case of any breach of the terms and conditions of the contract, the Head, HRDG may write to the issuing bank of the bank guarantee for revocation of the same, in addition to any other action which may be taken by the Competent Authority.
- 18) The agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.

- 19) The agency shall indemnify HRDG/CSIR against any liability due to noncompliance of statutory obligations by the agency for any reason whatsoever.
- 20) The tender form is not transferable.
- 21) The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 22) Any person who is in Govt. service or an employee of CSIR/HRDG shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
- 23) The agency shall provide statutory benefits to its Security Guards/Supervisors.
- 24) The contract will be initially for a period of three months trial basis which may be extended to one year including three months of trial period on satisfactory completion of the trial period.
- 25) Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.

### **QUALIFYING CONDITIONS:**

Security Agencies with annual turnover of Rs. 15 Lakhs and more only for security work, holding valid licence under contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having Service Tax registration and successfully carried out at least three security contracts of 20 or more security guards/supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes with following details in part-I (Technical Bid):-

- i) Attested registration certificate of the Security Agency issued by the appropriate authority.
- ii) Attested copy of valid labour license from the Regional Labour Commissioner for specific number required for the contract under Contract labour (Regulation & Abolition) At, 1970.
- iii) Attested copy of valid Service Tax registration certificate.
- iv) Attested copy of registration under EPFO.
- v) Attested copy of registration under ESI.
- vi) Status: Whether Proprietor/Firm/Company.
- vii) Proof : at least three successfully carried out security contract of 20 or more security guards in each contract, consisting of only ex-servicemen or properly trained

securityguards/supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes.  
(Pl. enclose satisfactory completion certificate of three contracts).

- Viii) list of clients.
- ix) Customers satisfaction proof.
- x) Copy of PAN & SARAL of the last three years.
- xi) An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies, CSIR or any of its laboratories as on the date of submission of the bid.

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**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH**  
**CSIR Complex**  
Pusa, New Delhi-110012.

Name of the work: **ANNUAL CONTRACT FOR SECURITY SERVICE IN CSIR COMPLEX  
LOCATED AT LIBRARY AVENUE, OPP. INSTITUTE  
OF HOTEL MANAGEMENT, PUSA, NEW DELHI – 110012**

**DETAILED STATUS OF THE FIRM**

1. Name of the firm \_\_\_\_\_
2. Address of the Firm \_\_\_\_\_
3. Licence No. issued by  
Office of the Labour Commissioner \_\_\_\_\_  
(Attach copy)
4. EPF Account No. \_\_\_\_\_  
(Attach copy)
5. ESI Registration No. \_\_\_\_\_  
(Attach copy)
6. Annual turnover \_\_\_\_\_
7. Proof of Annual turnover (2010-11) \_\_\_\_\_  
(Attach copy)
8. Experience (in years) \_\_\_\_\_  
(Attach copy)
9. Customer's satisfaction certificate  
issued by the Deppt. where the  
contractor is rendering services \_\_\_\_\_



# COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH

CSIR Complex  
Pusa, New Delhi-110012.

## **RATE SCHEDULE** **(to be submitted in Part-II (Price-Bid))**

Item No.	Item Description	Security Guards (Semi-skilled)	Security Supervisor (Skilled)
1.	Minimum wage per month		
2.	EPF (13.61%)		
3.	ESI (4.75%)		
4.	<b>Total</b>		
5.	Weekly off/Leave relief in lieu of Holiday/National Holidays (Subject to change on revision of minimum wages)		
6.	<b>Cost per head</b>		
7.	Service charge (to be quoted in % on SI No. 6 above)		
8.	Any other charges/tax etc.		
9.	<b>Total</b>		
10.	Service Tax (10.30%)		
11.	G. Total (per worker per month)		

## **AGREEMENT FOR SECURITY SERVICE**

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 "Council of Scientific Industrial Research CSIR Complex," Pusa New Delhi.

And

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

WHEREAS the CSIR Cx is desirous of giving a contract for providing Security Services (herein after referred to as Contractor's workers) 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 Security Guards 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 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 Cx. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR Cx has agreed to award the contract of work of security service and keep a strict watch and ward of the land and properties of CSIR Cx located at Pusa, New Delhi-110012.

And WHEREAS the contractor has agreed to furnish to the CSIR Complex a  
Security deposit of

Rs.....

..... by way of Bank Guarantee.

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 Cx shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with Head, HRDG or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the Head, HRDG for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Head, HRDG or the officer designated by the Head, HRDG in this respect from time to time.
3. That the Head, HRDG or any other person authorized by him 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 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 activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Head, HRDG. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Head, HRDG, in case of any of the aforesaid acts on the part of the said person.

5. That the requirement of Security guards or posts identified is subject to change.

The Head, HRDG shall be under no obligation to hire a particular number of gurards.

**B. CONTRACTOR'S OBLIGATIONS:**

1. That the contractor shall provide the number of Contractor's worker in HRDG, CSIR Complex, New Delhi-110012.
2. That for performing the duties, the contractor shall deploy persons in eight hours shifts or as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined 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.
3. That the contractor shall submit details like name, age, sex, parentage, residential address (present & permanent), etc, along with a copy of latest passport size photograph of the persons deployed by him in the premises of CSIR Complex. 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 guards so deployed shall be exclusively for duties is CSIR Complex. They should not be asked to do duty beyond eight hours duty in any other organization including NPL.
5. That the security posts in CSIR Complex shall not be guarded by any other substitute guard, who has already performed eight hours duty for the day.
6. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR Complex to be taken out of the premises without a valid Gate Pass signed by the designated officials of the CSIR Complex. As a safeguard, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor.

7. The contractor shall report promptly to Head, HRDG/designated officer of the CSIR Complex 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 CSIR Complex and if there is any loss to the Council, 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 CSIR Complex.
8. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to SIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 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' Liability Act, 1923, 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 Act's 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 of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
9. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR Complex 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.
10. **That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.**

11. that the contractor shall be required to maintain permanent attendance register/roll at the CSIR Complex premises which shall be open for inspection and checking by the authorized officers of CSIR Complex.
12. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of CSIR Complex and shall on demand furnish copies of wage register/muster roll,etc.
13. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include army cut, ankles, boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. the seasonal equipment such as jerseys, gray coats in winters and raincoats 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 Head. HRDG.
14. The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.
15. 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, don not violate relevant provision 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 filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Head, HRDG a sum as may be claimed by CSIR Complex.

**C. HRDG/ CSIR'S OBLIGATIONS:**

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Gratuity/Terminal benefits, bonus, Charges for weekly off /Holidays /National Holiday, Service charges & service Tax @ 12.30% on monthly basis.
2. That payment of account of enhancement/escalation charges on account of revision in wages or statutory payments by the appropriate Govt. (Govt. of India) from time to time shall be payable by the CSIR to the contractor.
3. That the Head, HRDG CSIR Complex shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by contractor.
4. 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 primarily responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, 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. The contractor shall further keep the CSIR indemnified against any loss to the CSIR Cx 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 the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Head, HRDG, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money 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 CSIR Complex on account of 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 initially for a period of three months, which may be extended, up to one year including the three months of trial period. This agreement may be extended on such terms and conditions as are mutually agreed upon on satisfactory completion of the trial period.
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) Committing breach by the contractor of any of the terms and conditions of this agreement.
  - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Head, HRDG.
  - c) The contractor being declared insolvent by Competent Court Court of Law.
3. 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.
  4. 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 CSIR Cx.

## **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 appointed by DG, CSIR shall be final and binding on both 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  
Human Resource Development Group  
(CSIR Complex), PUSA, New Delhi- 110012

For and on behalf of the contractor\_\_\_\_\_

WITNESS

- 1.
- 2.