



**CSIR-NATIONAL GEOPHYSICAL RESEARCH INSTITUTE**  
**(Council of Scientific & Industrial Research)**  
**Uppal Road, Hyderabad – 500 007, (Telangana), India**  
**Phone Nos. 27012000/2369, 2355**

No: NGRI-23/01/2015-GL

Dated: 14.04.2015

**TENDER FOR PROVIDING ROUND THE CLOCK  
SECURITY SERVICES AT NGRI MAIN CAMPUS AND  
ITS UNIT AT CHOUTUPPAL, HYDERABAD**

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TENDER ISSUED TO:

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.....

SIGNATURE OF THE OFFICER  
ISSUING TENDER

SIGNATURE OF THE TENDERER



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**Phone Nos. 27012000/2369, 2355**

No: NGRI-23/01/2015-GL

Dated: 14-04-2015

**NOTICE INVITING TENDER**

Sealed tenders are invited by the Director, National Geophysical Research Institute, Hyderabad from reputed, experienced & registered Contractors/ Security Agencies/ Organisations/Cooperative Societies having valid license under Contract Labour Regulation & Abolition Act, 1970 for providing Round the Clock Security Services in NGRI main campus, Hyderabad and its unit at Choutuppal Observatory, Hyderabad preferably through Ex-servicemen only on contract basis. The detailed tender can be downloaded from website [www.ngri.org.in](http://www.ngri.org.in) under the head "Tenders".

**Estimated cost:** Rs.92,97,200/- per annum. **Tender cost:** Rs. 1000/- to be paid by DD/ BC/PO in favour of Director, NGRI (non-refundable) to be enclosed with technical bid. **Earnest Money Deposit:** Rs. 1,86,000/- in the form of DD/BC from a Nationalised/Scheduled Bank and drawn in favour of Director, NGRI, Hyderabad and payable at Hyderabad to be enclosed with technical bid. **Date for downloading of tender documents:** 15-04-2015 to 29-04-2015 upto 5pm. **Last Date & Time for submission of tenders:** 30-04-2015 by 5pm. **Date for opening of Technical Bids:** 01-05-2015 at 4:30 P.M.

Sd/-  
Administrative Officer

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**TENDER DOCUMENT**

Sealed tenders are invited by the Director, CSIR-National Geophysical Research Institute, Hyderabad from reputed, experienced & registered Contractors/ Security Agencies/ Organizations/Cooperative Societies having valid license under Contract Labour Regulation & Abolition Act, 1970 for providing Round the Clock Security Services in NGRI and its unit at Choutuppal Observatory, Hyderabad preferably through all ex-servicemen or trained security guards having a certificate of training in security, first-aid & fire fighting training on job contract basis. The estimated cost is Rs. 92,97,200/- per annum. The Institute conducts Research & Development activities in the field of Earth Sciences, wherein a high standard of security is absolutely essential.

The tender can be downloaded from website [www.ngri.org.in](http://www.ngri.org.in) under the head "Tenders". If the tender form is downloaded from website then bank draft of Rs.1000/- in favour of the Director, NGRI payable at Hyderabad, may invariably be attached with the tender at the time of submission. The tender documents with complete details of tender including experience required, scope of work and terms and conditions can also be obtained in person from General Section, Extension Block, NGRI during 15.04.2015 to 29.04.2015 on all working days EXCEPT Saturday and Sunday between 10.00 AM and 5.00 PM on payment of Rs. 1000/- (Rupees One Thousand only) (non refundable) by means of Demand Draft in favour of Director, NGRI, Hyderabad. The last date for submission of Sealed Tender is 30-04-2015 by 5.00 PM. Date of Opening of Technical Bid is 01-05-2015 at 4.30.P.M.

EMD of Rs. 1,86,000/- is to be submitted in the form of Demand Draft/ Bankers Cheque payable at Hyderabad, drawn in favour of Director, NGRI from any one of the Scheduled/Nationalised Banks. EMD in any other form is not acceptable. Please note that tender received without EMD will be summarily rejected.

No firm / organization is exempted from furnishing the EMD under any circumstances. Exemptions from Govt. if any, shall be accepted only subject to approval of Competent Authority.

Late and delayed tenders will not be opened and summarily rejected. The detailed NIT and tender document is available on our website: [www.ngri.org.in](http://www.ngri.org.in) under 'Tenders'.

Director, CSIR-NGRI, reserves the right to accept or reject the lowest tender or any tender in part of full without assigning any reason and his decision on all matters in this regard shall be final and binding.

Administrative Officer

## **I. INSTRUCTIONS/GUIDELINES FOR TENDERERS**

1. Contractors/ Security agencies meeting the requirements will submit tender under two-bid system. Tenders in the prescribed format duly completed in all respects and supported by relevant documents/proofs should be submitted in two separate sealed envelopes duly superscribed as " Technical bid " & " Price bid " put together in a single large envelope superscribed as "Tender for Round the clock Security Services at NGRI, Hyderabad and its unit at Choutuppal, Hyderabad-Due Date: 30.04.2015 By 5:00 PM" addressed to Director, NGRI, Uppal Road, Hyderabad – 500 007, and should reach by registered/speed post or be dropped in the tender box located in AO-II office on or before 30-04-2015 by 5.00 PM.
2. The Technical bid will be opened on 01-05-2015 at 4.30P.M. by the NGRI Tender Opening Committee in the presence of the Tenderers or their Authorized Representatives, present if any.
3. A demand draft for Rs.1,86,000/- (One Lakh Eighty Six Thousand only) as earnest money deposit (EMD) is required to be submitted along with technical bid.
4. The Price bids of only those agencies who qualify in the technical bid will be opened on stipulated date and time to be communicated at a later date.
5. All tenderers are advised to contact Security Officer, NGRI who would coordinate, for visiting the site and inspect the duty points and also for acquainting themselves with the proposed work to be carried out before submission of their tenders during office hours with prior appointment.
6. If any information furnished by the agency is found to be incorrect/false at a later stage, the tender will be rejected and the firm will be liable to be debarred from tendering.
7. The Director, NGRI reserves the right to accept or reject any or all the prospective applications in full or part thereof without assigning any reason whatsoever.
8. The tender form along with necessary enclosures duly filled in should be submitted in original on or before the due date and time. Deviation of this condition shall render the tender liable to rejection.

9. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
10. Unsealed, conditional/telegraphic/fax tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
11. Tenders submitted without EMD shall be rejected summarily.
12. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. The tender will be valid for a minimum of 90 days from the date of its opening.
13. The technical Bid shall be opened at 4.30 P.M on 01.05.2015 in the presence of tenderers or their authorized representative who may wish to be present at that time.
14. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be received/ opened on the next working day at the same time.
15. The tenderer may inspect the areas where the services are to be provided for assessing the work involved during office working hours with prior appointment.
16. The Director, NGRI, Hyderabad in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/relax any terms and conditions of the tender.

## **II.SCOPE OF WORK/ CONTRACT**

The security agency will provide security services preferably through Ex-servicemen only, on contract basis. The contractor shall himself/or through his authorized supervisor, supervise the work of the guards deployed by him under the contract. He will be responsible for maintaining the attendance and wage register of the guards deployed and shall report to the Security Officer of NGRI as per requirement to guard NGRI round the clock throughout the year as detailed under. The tentative security points, working hours of staff, timings of shifts are enclosed at Annexure – A.

- i) Protection of land, buildings, fittings and fixtures therein; plant & machineries, equipments installed (including outdoor), office records, movable and immovable properties from theft, pilferage, trespassing etc., within the NGRI Campus, and its unit at Choutuppal, Hyd.
- ii) Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. and fresh additions/installations from time to time during the contract period.
- iii) To maintain security check-points/vigil to allow the entry of Officers and Staff of the NGRI only after verifying their identity.
  - To permit the entry of visitors/ staff of other departments only after confirming from the designated Officers of NGRI that the entry is for the official purpose and to ensure issue of visitors pass by maintaining the necessary records thereof.
  - To permit entry of the Official vehicles of the NGRI and Private vehicles of the officers and staff of the NGRI after ensuring that only the authorized persons are inside the vehicle.
  - To permit private vehicles only after check and the necessary permissions under which material is being brought to or taken out of NGRI and accordingly allow its entry/exit.
  - To issue a temporary visitors pass for the Officers/staff not having the Identity Cards after necessary approval of the designated officers of the NGRI.

- iv) Entry of Officers/Staff during the Holidays and before/ after working Hours:
  - a. Officers/Staff may not be permitted to enter on Holidays or before a specified time in the morning and remain in office premises up to a specified time after working hours unless a special permission is available from the designated officers. The presence of officers/staff during such period would be restricted to official purposes.
  - b. Security persons will be responsible to maintain a record of the incoming and outgoing staff cars in working days and in holidays. A register would be maintained for entry of the officers/staff who are coming to office during holidays.
  - c. Entry would also be made in a register about the details of the official vehicles and their timings of entry/exit during holidays and before and after working hours.
  
- v) Issue of Gate passes for stores/material coming in and going out of the premises based on verification of permissions granted by authorized officers/Scientists for the same.
  - i. No. of Ex-servicemen Security Guards /Supervisors will be deployed on eight hours shift on round the clock basis.
  - ii. No part of the Government land measuring about 144 acres at Uppal Road Campus, 104 acres in Choutuppal,Hyd. is trespassed encroached or squatted upon or suffer from any unauthorized occupation or use.
  - iii. The Institute gets a number of distinguished visitors from within India and abroad who are to be handled very carefully/ courteously.
  - iv. The contractor will be required to provide total security and vigilance to the entire campus, to the properties of the Institute including valuable and delicate instruments worth crores of rupees and to the employees.

**Security points at NGRI, Hyderabad**

S.No.	Location	Number of security points To be manned (approx.)
1.	Cyber Computer Building	1 X 3 Shifts
2.	Gate No. 1	4 X 3 Shifts
3.	Gate No. 2	1 X 3 Shifts
4.	Gate No. 3	1 X 3 Shifts
5.	Gate No. 4	1 X 3 Shifts
6.	Magnetic Observatory	1 X 3 Shifts
7.	Geoelectric Observatory Choutuppal	2 X 3 Shifts
8.	Stores area	1 X 3 Shifts
9.	Gas Hydrate Building	1 X 3 Shifts
10.	Seismology Building	1 X 3 Shifts
11.	Director's Bungalow	1 X 3 Shifts

Note 1: Ist Shift – 6.00 A.M. to 2.00 P.M. IIInd Shift -2.00 P.M. to 10.00PM III Shift – 10.00 P.M. to 6.00 A.M. (Next Day)

Note 2: The locations are subject to change as per requirement of the lab.

Note 3: The above mentioned points may be increased or decreased during the course of the contract subject to need.



(Annexure – B)

**TECHNICAL BID**

**Tender for providing Round-the Clock Security Services at  
NGRI, Hyderabad and its unit at Choutuppal, Hyd.**

1.	Name of the Organization/Firm, location of Registered Office with complete address with Telephone/Fax Nos. and e-mail address. For outstation Agencies Address of Registered local branch office and contact Nos.	
2.	Does the firm have experience of providing satisfactory security services in Central Government /Autonomous bodies/Research organizations/reputed private sector companies with at least 3 satisfactorily executed contracts where 50 or more than 50 Security personnel preferably ex-serviceman were deployed in a single contract at a single site or location and of these, atleast one contract should have been executed and completed during the last five years and atleast one should be a running contract? If yes, then firm should attach with the technical bid, experience certificates in original or a certified copy (duly attested by a gazetted officer with name and designation) issued by such Organisations not earlier than 3 months from the date of this Tender.	
3.	Details of present contracts, clientele list with performance certificate for past 5 years	
4.	Financial resources, assets in terms of firm's property (fixed and movable) held.	
5.	Service Tax and Professional Tax Registration. (Copy of the same may be attached.)	
6.	Registration with the Labour Dept. of the Central Govt. (attach a copy of the registration certificate.)	
7.	Registration with local EPF authorities (Enclose the copy of same)	
8.	Registration under Shops & Estt. Act (Attach a copy of same)	
9.	Registration under ESI Act (Attach a copy of same)	

10.	Has the firm attached acceptance to the scope of work, terms and conditions etc. duly signed on all pages?	
11.	Registration/Licence under PSARA ACT Attach Copy of the same	
12.	Details of EMD of Rs.1,86,000/- in the form of Demand Draft/Banker's cheque from a Scheduled/Nationalised Bank.	
13.	Annual turnover (Attach a copy of latest audited Balance Sheet). Agency's annual turnover must be minimum <u>Rs 2.00 crores</u> consistently <u>for at least past 3 years</u> . (please attach proof in support)	
14.	TAN & PAN of the firm	
15.	Solvency certificate of an amount not less than Rs. 10 Lakhs issued by a national bank within the last <u>six months</u> to be attached.	
16.	Income Tax returns for past 5 years.	
17.	Has the firm attached an affidavit in the prescribed format to the effect that it has never been blacklisted (Annexure D)	
18.	Any other information	

Place :

Signature of Tenderer

Date:

Address.

**PRICE BID**

The Contractor has to quote only the Service Charges/Profit **in Percentage Per Person Per month** in the table below:-

Sl. No.	WORKER	Supervisor ( Skilled)	Security Guard (Semi-skilled)
1.	Minimum Basic wage payable to the worker per month (including Sundays and paid holidays) as per the Minimum Wages Act at present rates prescribed by Central Govt.	10,504=00	9,542=00
2.	ESI Contribution @ 4.75% per month (Employer's)	499=00	453=00
3.	EPF Contribution @13.61% per month (Employer's)	1,430=00	1,299=00
4.	Bonus @ 8.33% subject to a maximum basic wage of Rs.3500/- per year.	292=00	292=00
5A	Gross wage (add Sl. No. 1 to 4)	12,725=00	11,586=00
5B	Relieving charges 1/6 <sup>th</sup> of Gross wage. (Sl. No.5)	2,121=00	1,931=00
6	Total Wage Component	14,846=00	13,517=00
7.	Contractor's Administrative/Service charges <b>in percentage of SI No. 6</b> (per person per month) (In figures and in words)	<i>(to be filled by Contractor)</i>	<i>(to be filled by Contractor)</i>
8.	Gross value (SI No.6+SI No. 7)	<i>(to be filled by Contractor)</i>	<i>(to be filled by Contractor)</i>
9.	TDS@2% on SI No. 8	<i>(to be filled by Contractor)</i>	<i>(to be filled by Contractor)</i>
10.	Service Tax as applicable	As applicable	As applicable
11.	Grand Total	Sum total	Sum total

- The rates quoted above are as per the rates fixed by the Chief Labour Commissioner (Central) Delhi vide Notification No. S.O.2288(E)dated 29.09.2014, as circulated by office of the RLC(Central) Vidyanagar, Hyderabad for Watch & Ward currently in force and is **subject to revision from time to time by the Govt.**
- IT will be deducted at source. S.T as applicable shall be reimbursed to the contractor on production of proof of having deposited the same with the S.T Department.
- Bonus amount will be reimbursable /payable by NGRI at the end of the contract period subject to eligibility/fulfillment of conditions laid down under Labour Laws/ Bonus Act, for such payment.

Pls. Note: **The Contractor's profit/service charges at SI no. 7 should not be less than or equal to the TDS at SI No. 9 failing which the bid shall be disqualified/summarily rejected. The Bid should be reasonable as defined in clause No. 24 of the General Terms and Conditions of this tender document and should not be less than that fixed by the Competent Authority NGRI.**

Date:

SIGNATURE OF THE TENDERER

## GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. The contractor has to give an undertaking to the Security Officer that he will not appoint any worker who has worked under any such contract in the past in NGRI. The contractor should provide passport size photographs of the workers working in this Institute along with their Bio-data and police clearance certificate.
2. All tenderers are advised to contact Security Officer, NGRI who is the Coordinating Officer, for visiting the site and inspect the duty points and also acquainting themselves with the proposed work to be carried out before submission of their tenders.
3. SECURITY SUPERVISORS & GUARDS: They should be **preferably through all EX- SERVICEMEN but in case of shortage of ex-servicemen the contractor may fulfill upto 50% of the required strength from trained security guards having a certificate of training in security, first-aid & fire fighting or experience in para-military.** All the Security guards should have minimum qualification of VIII class or equivalent and age below 50 years. Character assessment, the discharge certificate should indicate good to exemplary character.
4. All the guards provided by the contractor should have also been trained in Fire Fighting.
5. No accommodation or departmental transport will be provided by this Institute for the contractor's staff.
6. The entire administration of the security personnel will be the responsibility of the Contractor. The contractor will provide them the uniforms, liveries etc. at his own cost. The security personnel should wear uniform as approved by the Institute while on duty, compulsorily. The contractor will conform to all norms applicable to him under the ESI Act, EPF Act and Minimum Wages Act etc. and make payment of wages as per agreed rates.
7. NGRI, however, expect that the contractor's personnel while working in our campus will be totally loyal to the Management of NGRI and will not give any room for complaint. And they should wear uniform as approved by the Institute while on duty compulsorily.
8. NGRI has a skeleton Security staff consisting of a Security Officer, Security Guards, which will be integrated with the contractor's staff and help and co-ordinate security arrangements day-to-day.

9. The names, parentage, residential address, age, etc. of the persons deployed should be submitted to this office before deployment.
10. For purpose of proper identification of these employees of the contractors deployed at various points, all the Guards/Supervisor should wear name badges at the time of performing duty.
11. The Director, NGRI or his nominee or the Security Officer of NGRI 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 assigned duties.
12. The contractor is required to provide a field supervisor for monitoring and supervising the contractual staff and maintain the attendance register of the contractual guards deployed under the contract. He will also take instructions from the Security Officer or Administrative Officer and accordingly issue necessary instructions to his workmen to carry out the work efficiently and smoothly without creating any problems.
13. The tenderer shall declare in writing that neither he nor any of his associates is in any way related to any Officer of the rank of Under Secretary or above in the Laboratory.
14. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractors who resorts to canvassing will be liable for rejection.
15. If the contractor(s) selected for the work fails to sign the formal agreement within 15 days from the date of receipt of award of work or fails to take up the assignment or fails to commence the work on the date specified in the Award Letter, the Earnest Money Deposit amount of **Rs.1,86,000/-** is liable to be forfeited.
16. The tenders will be valid for a minimum period of 90 days from the date of its opening.
17. The contractor shall pay the minimum monthly wages (Central) fixed by the Chief Labour Commissioner (Central), Delhi, Govt. of India, Ministry of Labour & Employment, vide Order No. 1/17(7)/2014-LS-II, dt. 29-09-2014 notified under S.O 2288(E), for skilled supervisor guards and semi-skilled guards engaged in "**Employment of Watch and Ward**" subject to revision from time to time, under the Minimum Wages Act as applicable in Hyderabad.
18. **PAYMENT: The contractor should pay the wages to the contractual staff before expiry of 7<sup>th</sup> day of every month and**

**claim for reimbursement. The bill/invoice should be submitted in duplicate supported by the Electronic Challans for ESI, EPF (duly certified by the contractor) and Bank details/statement duly certified by the bank for payment of wages along with the attendance register copy in proof of attendance, attested by the contractor in Original and countersigned by the Security Officer, NGRI on each page alongwith a certification of satisfactory performance, unless otherwise. Service Tax challan of the month for proof of remittance should be submitted for reimbursement in the following month bill.**

**19. The contractor should submit the wage bill/invoice for reimbursement as per details/table given below on his letter head by 10<sup>th</sup> of following month.:-**

- a. Bill No. \_\_\_\_\_ Date \_\_\_\_\_
- b. Name of the company: \_\_\_\_\_
- b. Contract for \_\_\_\_\_
- c. Award letter Number & Date: \_\_\_\_\_
- d. Date of commencement of the contract: \_\_\_\_\_
- e. Wage bill for the month \_\_\_\_\_ date \_\_\_\_\_

Sl. No.	Name of worker	Empl. Code No.	EPF NO.	ESI No.	@ Basic/ Minimum Wage. As per GOI (C )	No. of days Work ed.	Total Wage	Employee's contribution		Take home Salary	Employer's contribution		
								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.61 %	ESI 4.75 %

Note: Deduction Schedule showing the individual details of deductions of EPF and ESI should tally with the wage bill.

- 20. The contract will be awarded for a period of one year which may be extended on such terms and conditions as are mutually agreed upon.
- 21. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract.
- 22. The contractor will be responsible for the administration of persons deployed by him.
- 23. The Supervisors/Guards engaged by the contractor should strictly follow the discipline/security rules of this Institute.

24. **Contractor should quote reasonable service charges in percentage per person per month taking into consideration the TDS deducted as applicable and not 'Zero' or 'Nil'. The bid should be reasonable in terms of execution of the contract and the service charges quoted should take this fact into consideration. The reasonableness of the service charge will be decided by the Director, NGRI after closing of the bid submission and before opening of the Technical bid following a sealed cover procedure. If the service charges are found unreasonable the tender will be rejected without assigning any reason.**
25. The successful contractor shall issue identity cards/name badges to his workers duly signed by him. The identity card shall bear
- i) Contractor's name and address
  - ii) Name of the worker
  - iii) Validity period etc
  - iv) Photograph of employee
26. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful activities, riot, or disorderly conduct, the contractor shall withdraw such person from the campus within 24 hours and he has to deploy new Labour in his place.
27. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the 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 liability pay to the Director, NGRI, Hyderabad, a sum as may be claimed by CSIR-NGRI.
28. The contractor shall keep the NGRI/CSIR indemnified against all claims of whatsoever nature in respect of the employees deployed by the contractor and any financial or any other liability. In case any Labour of the contractor so deployed either during performance of the duty or removal, enters into dispute of any nature whatsoever, it will be the responsibility of the Contractor to contest the same. In case the NGRI/CSIR is made party and is supposed to contest the case, the NGRI /CSIR will be reimbursed for the actual expenses incurred towards Lawyer fee and other expenses which shall be paid in advance by the contractor to NGRI/CSIR on demand.
29. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the

Minimum Wages Act, P.F. Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The contractor shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his own level and maintenance such record as per rules. He will be required to submit a copy of ECR (Electronic Challan Receipt) of the amount deposited on account of the statutory contributions along with the bill of subsequent month for reimbursement, failing which the payment of service charges of the following month will be withheld. The payment will be released to him towards his service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedules and other statements in the required formats for all employees, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of the wages bill of staff is claimed. The contractor shall ensure that the cheques issued by him should not be dishonored under any circumstances. He will also arrange to open such EPF/ESI accounts of all the employees deployed by him. The successful Contractor if operating from outside of Hyderabad but having branch office in the city will have to obtain EPF/ESI sub-codes in Hyderabad within 2 months of award of Contract for administrative convenience.

Any breach of the compliance of such formalities on more than two occasions during the currency of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Contractor.

30. The contract can be terminated on any of the following contingencies:

- a) On expiry of the contract period.
- b) By giving one month advance notice by NGRI/CSIR on account of:
  - i) Losses suffered by NGRI/CSIR due to lapse on the part of the contractor/his supervisor/workers
  - ii) For committing breach by the contractor of any of the terms and conditions of contract;
  - iii) On assigning the contractor or any part thereof or any benefit or interest therein or there under by the contractor to any third person for sub-contracting whole or part of the contract.
  - iv) On violation of any Labour laws as per Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time.



- v) On contractors being declared insolvent by the competent Court of Law.
  - vi) The contractor provides unsatisfactory services.
31. During the notice period of termination of the contract in the contingencies contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
  32. It shall be the duty of the contractor to withdraw all the persons deployed by him on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to NGRI/CSIR.
  33. SECURITY DEPOSIT: The successful tenderer will have to pay an amount of Rs. 9,30,000/- (Rupees Nine lakhs Thirty Thousand only) as a security deposit by way of FDR pledged in favour of Director, NGRI, Hyd., valid for a period of sixteen months from the date of commencement of Contract and would be released only after one month from the date of satisfactory completion of the contract.
  34. EMD: EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD of the successful tenderer shall be returned to him on receipt of the Security Deposit.
  35. All payments will be reimbursed to the contractor by E- payment mode namely Electronic Clearance System (ECS); National Electronic Fund Transfer (NEFT), Real Time Gross Settlement (RTGS); net Banking by direct credit to the account of the beneficiaries, after completion of every month on submission of bills along with pre-receipt by the contractor. Any additional conditions incorporated by the contractor in the tenders are liable to be rejected.
  36. Income Tax will be recovered from the contractor's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.
  37. The contractor should not allow his workers to conduct any union activities in the campus of NGRI.
  38. The manpower deployed by the contractor are solely employees of the contractor and they have no right to claim for any compensation or regular appointment in NGRI/CSIR. NGRI/CSIR does not own any responsibility/liability whatsoever either for absorption/continuation or for regularization or compensation etc on whatsoever grounds and/or reasons. The contractor should provide a copy of appointment order issued by him to the workers.

39. All disputes arising from this contract in respect of personnel posted at NGRI concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Contractor. The NGRI will be free from all encumbrances either from the Government or from any other sources.
40. In the event of any question, difference/dispute arising under this agreement or in connection herewith (except as to matters the decision of which is specially provide under this contract) the same shall be referred for sole arbitration of Director General, CSIR, New Delhi or his nominee.
41. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom, the matter is or 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 shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
42. 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.
43. The arbitrator from time to time with the consent of all the parties enlarge the time for making (and publishing) the award.

44. The arbitrator may give interim award(s) or direction(s) as may be required.
45. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made hereunder with any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
46. The NGRI will reimburse service tax, payable, if any on the bill by the contractor to the authorities concerned and it will be the responsibility of the contractor to pay such an amount only if he is liable to pay service tax under the relevant Act/Rule/Orders of Govt. of India/State Govt.
47. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by the following on such terms and conditions, Director, CSIR-NGRI may think proper in public interest:
  - Legal heirs in case of sole proprietor
  - The surviving partners in the case of a partnership firm otherwise, Director, CSIR-NGRI shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.
48. 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 signature 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 Security Officer NGRI shall take necessary steps to ensure compliance and necessary action in this respect.
49. That if the contractor violates any of the terms and conditions of this agreement or commits any de-fault or their services are not to the entire satisfaction of officer 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 may be imposed.
50. All the bills should be submitted on his letter heads, duly signed and pre-receipted.

51. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit shall be forfeited without any claim whatsoever on NGRI and the contractor is liable for action as appropriate under the extant laws.
52. No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
53. The Contractor shall provide replacement in case the security personnel engaged by the contractor are proceeding on leave. This will be at no additional expense to the Institute.
54. None of the security personnel engaged by the of the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty will be imposed as per rules. The employees should not be put in different shifts at other locations & they should not be employed by other agencies to do so also.
55. The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. No Security Guard/Supervisor will be allowed to perform double duty/on continuous basis unless authorized by the Officer/s of the Institute. No security personnel of the Contractor/Agency shall work for more than 26/27 days in a month or as specified by Labor Laws. Weekly off is mandatory.
56. These General Terms and Conditions of the Contract shall be a part of the contract Agreement signed with the contractor.

### **DECLARATION**

I/We, .....have fully read the terms and conditions of the Tender and I/We, fully agree for the same.

**Name & Address of the Tenderer**

**Signature of the Tenderer**

### **FORMAT OF AGREEMENT FOR ROUND THE CLOCK SECURITY SERVICES AT NGRI AND ITS UNIT AT CHOUTUPPAL, HYDERABAD**

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 provision 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 the tender document.

AND WHEREAS the contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by way of FDR pledged in favour of Director, NGRI, Hyderabad

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./Instit. or his nominee. Subsequently, the contractor shall review the security arrangement from time to time and advise the Director of the Lab./Instit., 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.
3. That the Director of the Lab./Instit. Or any other persons 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./Instit./CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instit./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 Tender Document 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 dishonestly 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 movable 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 framed there-under, as amended from time to time.
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. The contractor will ensure that payment of wages to the contractual employees is made by the 7<sup>th</sup> of every month and wage slips are issued to every employee. The contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts and submit the bank details to the office duly certified by the bank with the bill for verification. 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 unauthorisedly 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 Bush-shirt, 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, NGRI.
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 provision of Contract Labour (Regulation Abolitions) 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 liability pay to the Director, NGRI a sum as may be claimed by the Director, NGRI.

#### C. CSIR-NGRI OBLIGATIONS

1. That in consideration of the service rendered by the contract or as stated above he shall be paid a lumpsum of Rs. \_\_\_\_\_ on \_\_\_\_\_ basis. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the contractor and duly certified by the office designated by Director, NGRI in this regard.
2. That the aforesaid lumpsum amount has been agreed to be paid by CSIR-NGRI 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 Defense (Govt. of India) from time to time shall be payable by the CSIR-NGRI to the contractor.
4. That the CSIR-NGRI shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

#### D. INDEMNIFICATION

1. That the contractor shall keep the CSIR-NGRI 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-NGRI is made party and is supposed to contest the case, the CSIR-NGRI 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-NGRI on demand. Further, the contractor will ensure that no financial or any other liability comes on CSIR-NGRI in this respect of any nature whatsoever and shall keep CSIR-NGRI indemnified in this respect.
2. The contractor shall further keep the CSIR-NGRI indemnified against any loss to the CSIR-NGRI property and assets. The CSIR-NGRI 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, NGRI 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.
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-NGRI on account of
    - i) for committing breach by the contractor or 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 Director, NGRI.
  - c) On contractor being declared insolvent by the 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 the 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 CSIR-NGRI.

#### 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 especially 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 their 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 and Scientific & Industrial Research  
Anusandhan Bhawan,  
Rafi Marg, New Delhi – 110001

For and on behalf of the  
Contractor.

WITNESS

1.

2.

AFFIDAVIT

I/We, (Name) \_\_\_\_\_

Contractor/ Partner/Sole Proprietor (Strike out word which is not  
Applicable) of the (Firm)

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do hereby solemnly affirm and declare that the individual  
firm/companies are neither blacklisted by the Union or State  
Government nor any Partner/Shareholder thereof is directly or  
indirectly connected with or has any subsisting interest in business of  
my/our firm.

DEPONENT:

Address: \_\_\_\_\_

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VERIFICATION:

Verified that the contents of above affidavit are true and correct to the  
best of my knowledge and beliefs. No part of it is false and nothing  
has been kept concealed there from.

DEPONENT:

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

Dated: \_\_\_\_\_

(Note: To be furnished on non-judicial stamp paper duly attested by  
the Oath Commissioner)