



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



No: NGRI-23/01/2017-GL

Dated: 09.02.2017

**TENDER DOCUMENT**  
**FOR PROVIDING ROUND THE CLOCK**  
**SECURITY SERVICES IN CSIR-NGRI, HYD.**  
**AND ITS UNIT AT CHOUTUPPAL**  
**OBSERVATORY.**

**Last Date & Time for submission of tenders 03.03.2017 at 12.00 Noon**

**Tender cost Rs. 1000/- by way of DD/BC/PO in favour of Director, CSIR-NGRI**

**Sale/downloading of tender documents from 10.02.2017 to 02.03.2017 up to 6.00pm**

**Date of opening on 03.03.2017 at 2.30 pm**

<b>Sl. No.</b>	<b>Contents</b>	<b>Page Nos.</b>
1.	Certificate of tender issued to	1
2.	Notice Inviting Tender	2
3.	Tender document	3-4
4.	Instructions & Guidelines for Tenderers (Annexure - A)	5-6
5.	Scope of work (Annexure – B & B1)	7-9
6.	Technical Bid ( Annexure – C)	10-11
7.	Price – Bid ( Annexure – D )	12
8.	General Terms and Conditions	13-21
9.	Model Agreement (copy attached)	22-33
10.	Affidavit ( Annexure –E)	34

No: NGRI-23/01/2017-GL

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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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No: NGRI-23/01/2017-GL

Dated: 09.02.2017

### NOTICE INVITING TENDER

Sealed tenders are invited by the Director, CSIR-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 CSIR-NGRI and its unit at Choutuppal Observatory preferably through ex-servicemen** on job contract basis. The **estimated cost is Rs. 1,11,59,893/- 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 documents with complete details of tender including experience required, scope of work and terms and conditions can be obtained in person from the Administrative Office during **10.02.2017 to 02.03.2017** on all working days EXCEPT Saturday and Sunday between 10.00 AM and 5.00PM on payment of Rs 1000/- (Rupees One Thousand only) by means of Demand Draft in favour of Director, CSIR-NGRI, Hyderabad. The tender can also 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, CSIR-NGRI payable at Hyderabad, may invariably be attached with the tender at the time of submission. **The last date for submission of Sealed Tender is 03.03.2017 by 12.00 Noon. Date of Opening on 03.03.2017 at 2.30 P.M.**

EMD of Rs 2,24,000/- is to be submitted in the form of Demand Draft/ Bankers Cheque payable at Hyderabad, drawn in favour of Director, CSIR-NGRI from any one of the scheduled banks. EMD in any other form is not acceptable. **Please note that tender received without EMD will be summarily rejected. The earnest money deposit shall be refunded to all the unsuccessful Tenderers, without any interest after finalization of the contract. EMD shall be refunded to the successful Tenderer on receipt of Security Deposit. No interest is payable on the EMD to either the successful Tenderer or the unsuccessful Tenderer. Exemption from payment of EMD is applicable as per the existing law if accompanied by the relevant orders/instructions issued by the appropriate authorities.**

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 or full without assigning any reason.

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/ Organisations/Cooperative Societies having valid license under Contract Labour Regulation & Abolition Act, 1970 for providing Round the Clock Security Services in CSIR-NGRI and its unit at Choutuppal Observatory preferably Ex-servicemen on contract basis. The details of the security services to be provided are as follows:-

Sl. No.	Description of the work	Estimated cost	Tender cost	EMD in Rs.
1.	Providing Round the Clock Security Services to CSIR-NGRI, Uppal Road, Hyderabad, and its unit at Choutuppal Observatory preferably ex-servicemen ( 24 hrs x 365 days)	Rs 1,11,59,893.00 per annum	Rs 1000/- To be paid by DD/ BC/ PO in favour of Director, CSIR-NGRI, HYD.	Rs 2,24,000/-

- Note: 1) Security Supervisors - Skilled  
 2) Trained Security Guards -Semi-Skilled

### **How to apply:**

Contractors/ Security agencies meeting the requirements will submit both technical as well as price bids simultaneously in the separate application forms prescribed for Technical & Price bid. A demand draft for Rs 2,24,000/- (Rupees Two Lakhs twenty four thousand only) as earnest money deposit (EMD) is required to be submitted along with technical bid. The price bids of only those agencies who qualify in the technical bid will be opened on stipulated date and time to be communicated later.

All tenderers are advised to contact Sr. Security Officer, CSIR-NGRI who would coordinate, 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 during office hours with prior appointment.

Tenders in the prescribed format duly completed in all respects and supported by relevant documents should be submitted in two separate sealed envelope duly superscribed as " Technical bid " & " Price bid " put together in a single envelope addressed to Director, CSIR-NGRI, Uppal Road, Hyderabad – 500 007, and **should reach him on or before 03.03.2017 up to 12.00 Noon**. The Technical bid will be **opened on 03.03.2017 at 2.30 P.M.** by the CSIR-NGRI Tender Opening Committee in the presence of the Tenderers or their Authorized Representatives, present if any.

If any information furnished by the agency is found to be incorrect at a later stage, it will be liable to be debarred from tendering.

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

(Annexure – A)

## **INSTRUCTIONS/GUIDELINES FOR TENDERERS**

1. The tender form along with necessary enclosures duly filled in should be submitted in original on or before the due date and time. The tender should be sealed in two separate cover for Technical Bid and Price Bid and submitted both placing in a main cover mentioning tender for Round the clock security services **due on 03.03.2017 at 12.00 Noon** to the Director, CSIR-NGRI, Hyderabad attention to Administrative Officer. Deviation of this condition shall render the tender liable to rejection.
2. **Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.**
3. Unsealed, conditional/telegraphic/fax tenders and tenders without Earnest Money Deposit or not in the prescribed form shall not be entertained.
4. Tenders must be accompanied with Earnest Money Deposit ( EMD) of a sum of Rs. 2,24,000/- (Rupees Two lakhs Twenty four thousand only) in the form of Demand Draft/Pay order from a nationalized bank and drawn in favour of Director, CSIR-NGRI, and payable at Hyderabad to be enclosed along with Technical Bid.
5. Tenders submitted without EMD shall be rejected summarily.

6. 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.
7. The **last date and time** of receipt of tenders is up to **12.00 Noon on 03.03.2017**. Tenders received after the due date and time will not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects and the same should be sent by Registered/Speed post of India Post only. Tender sent through private couriers will not be accepted. The tenders can also be submitted in person at CSIR-NGRI on or before due date and time. Further, the tender can be downloaded from the CSIR-NGRI website [www.ngri.org.in](http://www.ngri.org.in) under the head "Tenders". In this case the tender cost of Rs 1,000/- in the form of DD/BC/PO in favour of Director, CSIR-NGRI, Hyderabad may be attached along Technical Bid and submitted with the tender on the due date with the requisite EMD.
8. The Technical Bid shall be opened at 2.30 P.M on 03.03.2017 in the presence of bidding tenderes(s) or their authorized representatives who may wish to be present at that time.
9. 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.
10. 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.
11. The Director, CSIR-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.

## **I. 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 Sr.Security Officer of CSIR-NGRI as per requirement to guard CSIR-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 – B1.

- 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 CSIR-NGRI Campus, and its unit at Choutuppal Observatory.
- 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-ups/vigilance to allow the entry of Officers and Staff of the CSIR-NGRI only after verifying their identity.
  - To permit the entry of visitors/ staff of other departments only after confirming from the designated Officers of CSIR-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 CSIR-NGRI and Private vehicles of the officers and staff of the CSIR-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 CSIR-NGRI and 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 CSIR-NGRI.



- iv) Entry of Officers/Staff during the Holidays and before/ after working Hours:
- 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.
  - 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.
  - 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.
- vi) No. of Ex-servicemen Security Guards /Supervisors will be deployed on eight hours shift on round the clock basis.
- vii) No part of the Government land measuring about 144 acres at Uppal Road Campus, 104 acres in Choutuppal Observatory is trespassed encroached or squatted upon or suffer from any unauthorized occupation or use.
- viii) The Institute gets a number of distinguished visitors from within India and abroad who are to be handled very carefully/ courteously.
- ix) 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 CSIR-NGRI, Hyderabad**

S.No.	Location	Number of security points To be manned (approx.)
1.	Cyber Computer	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	1 X 3 Shifts
11.	Director's Bungalow	1 X 3 Shifts
12.	Girls Hostel	1 X 3 Shifts

Note 1: Ist Shift – 6.00 A.M. to 2.00 P.M. IInd 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.

Note3: The above mentioned points may be increased or decreased during the course of the contract subject to need.

**TECHNICAL BID**

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

1.	Name of the Organization/Firm, location of 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 an experience of providing security services in a single contract with any Autonomous Body/ Government Organization/ Private sector where the minimum number of persons deployed was more than 50 in the last five years? If yes, submit names of minimum three (3) Organisation(s) along with a certificate certifying that the applicant firm has executed a contract satisfactorily, where 50 or more than 50 Security personnel were deployed.	
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 under Telangana/ A.P. Private Security Guard Board Act, (attach registration Copy)	
7.	Registration with the Labour Dept. Of the Central Govt. (attach a copy of the registration certificate.)	
8.	Registration with EPF authorities (Enclose the copy of same)	
9.	Registration under Shops & Estt. Act (Attach a copy of same)	
10.	Registration under ESI Act (Attach a copy of same)	

11.	Has the firm attached scope of work, terms, etc, duly signed on all pages?	
12.	Details of EMD of Rs 2,24,000/- in the form of Demand Draft/Banker's cheque from a Nationalized Bank.	
13.	Annual turnover (Attach a copy of latest audited Balance Sheet). Agency's annual turnover must be minimum Rs 2.00 crores consistently for at least past 3 years. (Please attach proof in support)	
14.	TAN & PAN of the firm	
15.	Solvency certificate of an amount not less than Rs Ten Lakhs issued by a national bank within the last six months 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 not been blacklisted (Annexure E)	
18.	Any other information	

Place :

Seal with Signature of Tenderer

Date:

Address.

(Annexure – D)

### PRICE BID

The Contractor has to quote only the Service Charges/Profit **in Rupees per person per month** in the table below:-

Sl. No.	WORKER	Supervisor (Skilled) in Rs.	Security Guard (Semi-skilled) in Rs
1.	Basic Wage per month	11,856=00 (@456/-x26days)	10,764=00 (@414x26days)
2.	ESI Contribution @ 4.75% P.M.	563=16	511=29
3.	EPF Contribution @ 13.36% P.M.	1,583=96	1,438=07
4.	Bonus @ 8.33% of Rs. 7,000/- or minimum wages whichever is higher.	583=10	583=10
5.	Gross wage ( Sl. No. 1 to 4)	14,586=22	13,296=46
6.	Relieving charges 1/6 <sup>th</sup> of Gross wage. ( Sl. No.5)	2,431=03	2,216=07
7.	<b>Contractor's administrative /Service charges in Rupees per person per month.</b>		
8.	Service Tax as applicable		
9.	Grand Total		

1. The rates quoted are as per the rates fixed by the Chief Labour Commissioner (Central) New Delhi vide order No. 1/43(7)/2016-LS-II dated 30.09.2016 and Notification No.2288(E) dated 18<sup>th</sup> September, 2012 of Ministry of Labour & Employment for Watch & Ward currently in force and is subject to revision from time to time by the Govt. of India.
2. IT will be deducted at source. Service Tax (ST) as applicable shall be reimbursed to the contractor on production of proof of having deposited the same with the S.T Department.
3. Bonus amount will be reimbursable /payable by CSIR-NGRI at the end of Financial Year subject to eligibility/fulfillment of conditions laid down under Labour Laws/ Bonus Act, for such payment.

SIGNATURE OF THE TENDERER

Date:

## **GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

- i. The contractor has to give an undertaking that he will not appoint any worker who has worked under any such contract in the past in CSIR-NGRI. The contractor should provide passport size photographs of the workers working in this Institute along with their Bio-data and police clearance certificate.
- ii. All tenderers are advised to contact Sr. Security Officer, CSIR-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.
- iii. The rate of wages and allowances should be in full conformity with the latest rates notified by the Central Government for the services of security and other relevant statuaries. Any tender which is not in such conformity will be summarily rejected.
- iv. **SECURITY GUARDS:** They should be **preferably all EX-SERVICEMEN but in case of shortage of ex-servicemen the contractor may fulfill at least 50% of the required strength from trained security guards having a certificate of training in security, first-aid & fire fighting.** 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.
- v. Persons provided by the contractor should have also been trained in Fire Fighting.
- vi. No accommodation, food or departmental transport will be provided by this Institute for the contractor's staff.
- vii. The entire administration of security personnel (deployed by the contractor) will be the responsibility of the contractor. The contractor will provide them the uniforms, liveries etc. at his own cost. The contractor will pay their ESI/EPF etc. and make payment of their salaries, allowances bonus etc. as per agreed rates but not less than minimum wage fixed by the Central Government in the form of bank account remittance only.

- viii. CSIR-NGRI, however, expect that the contractor's personnel while working in our campus will be totally loyal to the Management of CSIR-NGRI and will not give any room for complaint. And they should wear uniform and valid ID cards as approved by the Institute while on duty compulsorily.
- ix. As and when PSARA ACT is implemented, the Contractor is expected to conform to such statutory regulations, such as registration and training, etc.
- x. The contractor will be responsible for their leave, replacement and other welfare measures.
- xi. CSIR-NGRI has a skeleton Security staff consisting of a Sr. Security Officer, Security Guards, which will be integrated with the contractor's staff and help and co-ordinate security arrangements day-to-day.
- xii. The names, parentage, residential address, age, etc. of the persons deployed should be submitted to this office before deployment.
- xiii. For the purpose of proper identification of these employees of the contractors deployed at various points, all the Guards/Supervisors should wear name badges at the time of performing duty.
- xiv. The Director, CSIR-NGRI or his nominee or the Sr. Security Officer of CSIR-NGRI or his authorized persons shall be at liberty to carryout surprise check on the persons so deployed by the contractor in order to ensure that required number of persons is deployed and that they are doing their assigned duties.

**ADDITIONAL TERMS AND CONDITIONS:**

1. 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.
2. 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.

3. 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.2,24,000/- is liable to be forfeited.
4. The tenders will be valid for a minimum period of 90 days from the date of its opening.
5. The contractor shall pay the minimum monthly wages (Central) fixed by the Chief Labour Commissioner (Central) New Delhi vide order No. 1/43(7)/2016-LS-II dated 30.09.2016 and Notification No.2288(E) dated 18<sup>th</sup> September ,2012 of Ministry of Labour & Employment for Watch & Ward currently in force and is subject to revision from time to time by the Govt. of India under the Minimum Wages Act as applicable in Hyderabad.
- 6. 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 and reimbursement.**
7. The contract will be awarded for a period of one year and may be extended on such terms and conditions as are mutually agreed upon.
8. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract.
9. The contractor will be responsible for the administration of persons deployed by him.
10. The Labourers/Supervisors engaged by the contractor should strictly follow the discipline/security rules of this Institute.
- 11. Contractor should quote a reasonable service charges in Rupees per person per month and should not be ` Zero ' or ` Nil '. If the service charges quoted are ` Zero ' or ` Nil ' the said tender will be summarily rejected.**
- 12. Besides any amount to be quoted at L1 level should not be unreasonable. If found unreasonable the tender will be rejected without assigning any reason.**



13. 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
  
14. 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.
  
15. 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, CSIR-NGRI, Hyderabad, a sum as may be claimed by CSIR-NGRI.
  
16. The contractor shall keep the CSIR-NGRI 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 CSIR-NGRI is made party and is supposed to contest the case, the CSIR-NGRI will be reimbursed for the actual expenses incurred towards Lawyer fee and other expenses which shall be paid in advance by the contractor to CSIR-NGRI on demand.
  
17. 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 of such record as per rules.

He will be required to submit a copy of Challan/ abstract/ ECR (Electronic Challan Receipt) statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, failing which the payment of service charges of the following month will be with-held. 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.

18. 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 CSIR-NGRI on account of:
  - i) Losses suffered by CSIR-NGRI 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

19. 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.
20. 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 CSIR-NGRI.
21. The successful tenderer will have to pay an amount of Rs.8,92,000/- (Rupees Eight Lakhs Ninety Two Thousand only) over and above the EMD of Rs 2,24,000/- (Rupees Two Lakhs Twenty Four Thousand only) which amounts to total Security Deposit of Rs 11,16,000/- in the form of FDR in favour of Director, CSIR-NGRI, Hyderabad valid for a period of sixteen months from the date of commencement and will be retained as security deposit and it would be released one month from the date of satisfactory completion of contract of work.
22. The contractor shall pay/disburse the wages and other benefits to his workers in accordance with Labour rules.
23. All payments will be made 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 beneficiary (Vendors/Service Providers), 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.
24. Income Tax will be recovered from the contractor's monthly bill as per the Govt. of India's order and necessary TD certificate will be issued to him as a proof of having deducted the tax.
25. The contractor should not allow his workers to conduct any union activities in the campus of CSIR-NGRI.
26. 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 CSIR-NGRI. CSIR-NGRI 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.

27. All disputes arising from this contract in respect of personnel posted at CSIR-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 CSIR-NGRI will be free from all encumbrances either from the Government or from any other sources.
28. 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 Director General, CSIR, New Delhi or acting/officiating Director General CSIR, or such other Officer holding the Office of the Director General in that capacity or his nominee.
29. 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/Acting Officiating Director General CSIR in that capacity shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with terms and 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.
30. 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.

31. The arbitrator from time to time with the consent of all the parties enlarge the time for making (and publishing) the award.
32. The arbitrator may give interim award(s) or direction(s) as may be required.
33. 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.
34. The CSIR-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.
35. 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 he may think proper.
36. 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 CSIR-NGRI. 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 Controller of Administration/ AO of the CSIR-NGRI shall make suitable arrangement to ensure compliance.

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

DECLARATION

I/we ..... have fully read the terms and condition given in the Tender and I/We fully agree for the same.

Name & Address of the Tenderer

Signature of the Tenderer

## **AGREEMENT FOR ROUND THE CLOCK SECURITY SERVICES**

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 CSIR-National Geophysical Research Institute  
(CSIR-NGRI) which is a constituent unit of CSIR (hereinafter referred to  
as CSIR-NGRI) and whereas the Contractor has offered to provide the  
security arrangement on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor  
under the provisions of Contract Labour (Regulation and Abolition Act.),  
1970 and registered with DG (Resettlement) and has further represented  
that he is eligible to get this contract and there is no legal or any other  
bar for him in this respect. Any obligations and/or formalities which are  
required to be fulfilled under the said Act or any amendment thereto for  
the purpose of entering into and/or execution of this contract shall be  
carried out by the contractor at his own expenses, etc. and the contractor  
shall report the compliance thereof to the CSIR.

The contractor shall be solely liable for any violation of the provisions of  
the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work of security arrangements and to 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 CSIR-NGRI a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by way of Demand Draft/ FDR in favour of Director CSIR-NGRI.

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 CSIR-NGRI or his nominee. Subsequently, the contractor shall review the security arrangement from time to time and advise the Director of the CSIR-NGRI 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 CSIR-NGRI or the officer designated by the Director in this respect from time to time.
3. That the Director of the CSIR-NGRI 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 CSIR-NGRI in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-NGRI in case of any of the aforesaid acts on the part of the said person.

## B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall provide security and keep watch and ward of the land and properties as detailed in Annexure-B & B1 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 CSIR-NGRI 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 CSIR-NGRI. 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 CSIR-NGRI shall make suitable arrangement to ensure compliance.
5. The contractor shall report promptly to Director/designated Officer of the CSIR-NGRI 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 CSIR-NGRI and if there is any loss to the CSIR-NGRI 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-NGRI.
6. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-NGRI 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 expenses 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-NGRI 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 will be withheld till submission of required documents.
8. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government.
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-NGRI.

10. That the contractor will ensure that payment of wages to the contractual persons so deployed 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 of the CSIR-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 of the CSIR-NGRI a sum as may be claimed by the CSIR-NGRI.

C. CSIR'S OBLIGATIONS

1. That in consideration of the service rendered by the contract 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 CSIR-NGRI in this regard.
2. That the aforesaid lumpsum amount has been agreed to be paid by CSIR to the contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages fixed by the Central Government 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.
5. The security deposit will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

#### D. INDEMNIFICATION

1. That the contractor shall keep the CSIR Indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor will ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
2. The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES/LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
  
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of office authorized by the Director of CSIR-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 CSIR-NGRI 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 condition of this agreement.
  - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the CSIR-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 specially provided under this agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.

2. The award of the arbitrator shall be final binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf of  
Council 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)

---

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)