



सी.एस.आई.आर.-केन्द्रीय औषधि अनुसंधान संस्थान, लखनऊ
(बैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)
सेक्टर 10, जानकीपुरम विस्तार, सीतापुर रोड, लखनऊ - 226 031 (भारत)
CSIR - Central Drug Research Institute
(Council of Scientific & Industrial Research)
Sector 10, Janakipuram Extension, Sitapur Road, Lucknow - 226 031 (India)



No. CSIR-CDRI/Security/2020-21/Genl.

Dated: 06.11.2020

NOTICE INVITING E-TENDER

Name of Work: Providing of Security Services at CDRI and its premises

Bids are invited through GeM from the registered security agencies, having capacity to provide Ex-servicemen to perform the security duties of the premises of CSIR-Central Drug Research Institute, Lucknow on contract basis.

The Security Agency has to provide 31 Security Guards & 3 Supervisor.

1.	Estimated annual cost	Rs. 1.41Crore
2.	EMD, Should be deposited in Director, CSIR-CDRI, Lucknow; No. SB-30269374557 , IFSC code - SBIN0010174	2,82,000/- Relaxation of EMD will be as per Govt. of India rule to MSME etc.

These self attested Documents to be attached online with tender (PDF) Without these the bid will be cancelled /Technically disqualified.

Bids of those contractor's will be opened who will attach below listed documents.

- Private Security Agencies (Regulation) Act 2005 or UP Private Security Abhikaran Rules 2009
- Must have registered at Directorate General Resettlement at present or had registration during last 5 years from the date of publish of this bid/tender.
- Registered under Contract Labour (Regulation & Abolition) Act 1970,
- ESIC, EPF, PAN No. and GST registration
- Successfully carried out at least three security contracts (**by providing Ex-Serviceman only**) each amounting to 40% or **two security contract** each amounting to 60% or a single security contract amounting to 80% of estimated cost per annum during the **last five years** in CSIR National Laboratories/Govt./Semi Govt./Autonomous Bodies of repute are eligible to apply.
- Copy of **CHARACTER AND ANTECEDENT CERTIFICATE** of Contractor issued by District Magistrate and valid on the date of publishes of bid / tender and remain valid during whole tenure.
- Detail of EMD (online transferred) or exemption Certificate attached.
- Submitting bids mean, you are accepting all terms & conditions of Tender Document.

Administrative officer

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The Security Agencies will engage only 31 Ex-servicemen as Security Guard up to 55 years of age & 3 supervisors (not below the rank of JCO) & below 60 years of age, however 10 % trained civilian & ladies guard can be deployed with the approval of Director, CSIR-CDRI. Manpower may enhance or reduce any time by the orders of Director, CSIR-CDRI.

AWARD OF CONTRACT

1. The successful bidder shall be required to furnish a **Performance Guarantee/Security Deposit 10% of the bid/quoted amount within 15 days** of receipt of Award Letter in the form of Bank Guarantee/FDR from a bank in favor of Director, CSIR-Central Drug Research Institute, Lucknow. The Performance Guarantee/Security Deposit should remain valid for a period of 180 days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Guarantee/Security Deposit shall also be extended by the contractor accordingly.
2. **Experience Certificate for last 5 years only for Ex-Serviceman issued by concern authorized department should be attached**, in which period of contract, amount of contract should have been clearly mentioned, please also insure that signature & Designation of issuing authority & address of office should be clear & legible, only certificate related to Security contract and for Ex- Serviceman within last 5 years has to be attached. Those has to be produced in original at the time of verification., **un necessary experience certificate if Ex- Serviceman not mentioned & other then National Laboratories/Govt./Semi Govt./Autonomous Bodies should not be mentioned /attached.**
3. The bidder is advised visit the premises of CSIR-CDRI and acquaints himself/them with the operational system. However, it shall be deemed that the contractor has undertaken a visit to the CSIR-CDRI and is aware of the operational conditions prior to the submission of the tender documents. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employee of the Contractor and all statutory liabilities will be paid by the contractor such as ESIC, EPF, workmen's Compensation Act etc. The list of staff going to be deployed shall be made available to the CSIR-CDRI and if any change is required on part of the CSIR-CDRI, fresh list of staff be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970) EPF, ESIC etc. with regard to the security personnel engaged by him for works. It will be responsibility of the contractor to provide details of manpower deployed by him, in the CSIR-CDRI and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code numbers allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of the employee engaged for the CSIR-CDRI works, is required to be submitted to the CSIR-CDRI. In any eventually, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, CSIR-CDRI is entitled to recover the equal amount from any money

due to accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the CSIR-CDRI.

4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the CSIR-CDRI and CSIR-CDRI shall ensure that the contractor complied with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be counter signed by the authorized official of the CSIR-CDRI. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with CSIR-CDRI.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the CSIR-CDRI and shall not knowingly lend to any person or company any of the effects of the CSIR -CDRI under its control.
10. The Security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for on behalf of the Contractor.

13. That in the event of any loss occasioned to the CSIR-CDRI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR-CDRI, the said loss can be claimed from the contractor up to the value of the loss. The decision of Director, CSIR-CDRI will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the CSIR-CDRI may issue from time to time and which have been mutually agreed upon between the two parties.
15. The CSIR-CDRI shall inform the contractor if any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly, the Contractor reserves the right to change the staff with prior intimation to the CSIR-CDRI.
16. The contractor shall be responsible to maintain all property and equipment of the CSIR-CDRI entrusted to it.
17. The contractor will be held responsible for the damages/sabotage caused to the property of the CSIR-CDRI due to the riots/mobs attack/armed dacoit activities.
18. The contractor will deploy supervisors (Ex-servicemen) as per the requirement given by the CSIR-CDRI. The Contractor will be bound to carry out the instruction given by the CSIR-CDRI from time to time.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs. 500/- each

- occasions and habitual offenders in this regard shall be removed from CSIR-CDRI. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. The CSIR-CDRI shall have right to have any person removed in case of staff/visitors complaints or as decided by representative of the CSIR if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
 21. The eight hours shift generally starts from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the CSIR-CDRI from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No Payment shall be made by the CSIR for double duty, if any.
 22. The personnel will have to report to the CSIR-CDRI security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the CSIR-CDRI.
 23. The payment would be made on monthly basis based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the CSIR-CDRI and contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the CSIR-CDRI.
 24. Any damage or loss caused by contractor's persons to the CSIR-CDRI in whatever form would be recovered from the contractor.
 25. The CSIR -CDRI will allow familiarization of the security arrangements required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
 26. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the CSIR-CDRI and the same shall be deducted from the contractor's bills.
 - (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.
 - (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the CSIR-CDRI premises immediately.
 - (d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, CSIR-CDRI reserves the right to impose the penalty as detailed below: -
 - (i) That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by CSIR-CDRI in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
 - (ii) After four weeks' delay, CSIR-CDRI reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from any other security agency/other contractor(s). The difference if any will be recovered from the defaulter contractor's bill and also shall be black listed for a period of 4 years to participate in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

27. The contractor shall ensure that its personnel shall not at any time, without the consent of the CSIR-CDRI in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the CSIR-CDRI and shall not disclose to any information about the affairs of CSIR-CDRI. This clause does not apply to the information, which becomes public knowledge.
28. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
29. The contractor shall deploy his personnel only after obtaining the CSIR-CDRI approval duly submitting curriculum vitae (CV) of these personnel, the CSIR-CDRI shall be informed at least one week in advance and contractor shall be required to obtain the CSIR-CDRI approval for all such changes along with their CVs.

Force Majeure

30. In at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
31. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
32. "NOTICE TO PROCEED" means the notice issued by the CSIR-CDRI to the contractor communicating the date on which the work/services under the contract are to be commenced.
33. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the CSIR-CDRI for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR-CDRI.
34. The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
35. During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue to the CSIR-CDRI shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
36. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the CSIR-CDRI may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the CSIR-CDRI from the contractor.
37. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR-CDRI, such money shall be deemed to be payable by the contractor to the CSIR-CDRI

- within seven days. The CSIR-CDRI shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
38. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
 39. The contractor shall indemnify and hold the CSIR-CDRI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
 40. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
 41. The contracting agency shall not employ any person below the age of 18 yrs.
 42. The contractor shall provide proof of Ex-Servicemen and CSIR-CDRI shall get it verified on its own.
 43. The contractor shall ensure to provide at least one female security guard during General Shift.
 44. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.
 45. Security staff engaged by the contractor shall not take part in any staff union and association/political activities.
 46. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
 47. The CSIR-CDRI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
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48. The CSIR-CDRI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The CSIR-CDRI does not recognize any employee-employer relationship with any of the workers of the contractor.
 49. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the CSIR from the agency.
 50. If any underpayment is discovered, the amount shall be duly paid to the agency by the CSIR-CDRI.
 51. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the CSIR-CDRI.
 52. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESIC etc. of each employee.
 53. The contractor shall disburse the wages online to its staff deployed in the CSIR-CDRI every month through ECS CSIR-CDRI.
 54. The contractor should have round the clock control room service in Lucknow along with quick response teams to deal with emergent situations.

SCOPE OF WORK FOR PROVIDING SECURITY SERVICES

The contractor shall deploy Ex-Serviceman security personnel for providing security services at CSIR-CDRI premises located at Lucknow. The contractor shall ensure protection of the personnel & property of the CDRI, Lucknow, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray animals and anti-social elements, unauthorized persons and vehicle into the campus of the CDRI, Lucknow building. The duties and responsibilities of Security Supervisors & Security Guards are as under:

1. The Security Supervisor of the contractor shall be responsible for making overall security arrangements in the CSIR-CDRI campus located at Lucknow.
2. Security Supervisor will ensure that the instructions issued related to security arrangement by CSIR-CDRI, Lucknow are strictly followed and there should be no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer/Person of the CSIR-CDRI Lucknow at the main gate.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available to the contract or his Security Personnel.
5. The officers and staff of the CSIR-CDRI, Lucknow will keep the Identity cards with them for checking and allowing entry by the security personnel.
6. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the CSIR-CDRI, Lucknow and the same will be monitored personally by the concerned authorities from time to time for its optimum utilization.
7. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the CSIR-CDRI, Lucknow.
8. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the CSIR-CDRI, Lucknow.
9. Entry of the street-dogs and stray animals into the premises is to be prevented. They should be at once driven out
10. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open space all over the premises.
11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
12. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also take care of the fire fighting in extinguishing the fire or in any other natural calamities.
13. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the CSIR-CDRI, Lucknow. Security personnel/Supervisors should be sensitized for their role in such situations.
14. The Security Supervisor/Guards are required to display mature behavior, especially towards staff and visitors.
15. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
16. Any other provisions as advised by the CSIR-CDRI, Lucknow may be incorporated in the agreement. The same shall also be binding on the contractor.
17. The security agency is required to provide the following services:
 - i) Safeguard against trespass;
 - ii) Security to the life of staff at the campus and property/ assets of the Institute;

- iii) Screening and recording of all incoming and outgoing persons/goods/materials/the vehicles at the entrance/exit points of CSIR-CDRI;
- iv) Pursuance of cases registered by and against the campus residents with local police;
- v) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities;
- vi) Provide timely intelligence inputs to the CSIR-CDRI Administration, Maintenance of proper record of temporary/permanent pass-out details;
- vii) Issue of gate-pass to visitors and checking 'in' and 'out' passes for goods/materials;
- viii) Introduction and implementation of anti-theft measures;
- ix) Liaison with local police authorities;
- x) Liaison with local fire-brigade officials in emergency. Security covers to various official functions organized by the Institute;
- xi) Keep vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements;
- xii) Control of stray cattle&canine menace;
- xiii) Control of vehicles trafficetc.
- xiv) Carrying out any other related task as may be allotted by the competent authority.

ANNEXURE-I

DETAILS OF DUTY POINTS AND DEPLOYMENT OF MANPOWER FOR PROVIDING SECURITY SERVICES

(A) CSIR-CDRI main campus at Jankipuram Extension, Lucknow

Sl. No.	Jankipuram Extension	Manpower
	Duty Points	Security Guards
1	Shift In-charge per shift	03
2	Main Gate(01 guard in A- shift, 01 guard in B-shift, 02 guard in Night-shift & 01 guard in General-shift	05
3	Admn. Key issue 01 per shift	03
4	Lab. area patrolling 01 per shift	03
5	Colony Gate 01 per shift	03
6.	Gate No.2 (01 guard in Gen. Shift, 01 guard in night shift)	02
7.	01 lady guard for purpose in Genl. shift	01
8.	Entry material, pass section Gen.shift	01
9.	Knowledge Resource Center (KRC)	01
	Total A	03 Security Supervisors, 19 Security Guards

(B) Old campuses of CSIR-CDRI Lucknow

Sl. No.	CSIR Dispensary, Guest House at Aliganj, Animal House Gate at ChattarManzil Palace and Chemistry Block At M.G. Marg, Lucknow	Manpower
	Duty Points	Security Guards
1.	CSIR Dispensary, Nirala Nagar 01 per shift	03
2.	Old Chemistry Block 01 per shift	03
3.	Animal House (Old Campus) 01 per shift	03
4.	Guest House at sector 'K', Aliganj, Lucknow 01 per shift	03
	Total B	12 Security Guards

Total (A+B) 03 Security Supervisors and (19+ 12) =31 Security Guards.

Deployment of guards/points can be increased or decreased at any time by Director, CSIR-CDRI, above information are indicative. One lady guard (may be civilian) should also be deployed in General Shift at Security reception. (This strength is Inclusive in above guards).

Contractor has to ensure that total number of duty of single guard in a particular month should not increase above 26 days, for this at least 42 guards & 4 supervisor has to be kept on roll for CSIR-CDRI.

Guidelines to have an effective and accountable Security System in CSIR-CDRI

ANNEXURE-II

1. The Security of the Laboratory/Institute will be the responsibility of the Director of the Laboratory/Institute., however where two Laboratories/Institutes are housed in the same campus, the responsibility for managing the Security will be of the Laboratory to which campus belongs:
2. Details of all Security personals to be provided AO CSIR-CDRI / Security Officer before deployment, Contractor cannot deploy or remove any Security personals without informing Security Officer.
3. Director of the Laboratory/Institute may constitute a Security Committee under the Chairmanship of Senior Scientist with Controller of Administration/Administrative Officer, Controller of Finance & Accounts/Finance & Accounts Officer and Security Officer/Security Assistant as Member-Convener, which may review the Security arrangements of the Laboratory/Institute from time to time and based on its recommendations the Director may take suitable action to strengthen the Security system. In the absence of Security Officer/Security Assistant one of the Section Officer (Gen.) looking after the work of Security may be included as Member-Convener in the Security Committee.
4. Security points may be identified keeping in view the Security aspect, actual requirements, economy instructions issued by the Government from time to time.
5. During the office hours, Security duty points may be reduced to bare minimum to curtail expenditure.
6. After the office hours Security points may be identified and some of the gates/buildings could be closed to ensure economy in expenditure, at the same time keeping in view the safety of the campus and its property, with a provision for night patrolling. Ministry of Home Affairs instructions contained in circular No. I-25016/15/2006-SSD circulated vide CSIR letter No. 14(6)/1/86-EII dated 7.8.2006 regarding entry of visitors after office hours may be strictly followed.
7. Security Guards may be deployed in the colonies for vital installations such as power house, water tanks/pumps etc. specifically during night, when the operators are not on duty;
8. The Security Contractor may be given freedom to bring his own Security Guards or re-appoint the Security Guards deployed by the earlier Contractor on ensure that no liability on this count should come on CSIR-CDRI in respect of workers deployed by him.
9. Duty points will be specified for security contract to ensure deployment of Security Guards by the Contractor. It is necessary to specify the number of Security Guards/Security Supervisor to be deployed by the Contractor in the award letter and agreement so as to keep a check on statutory provisions of Labour Laws such as remittance of ESI & EPF etc. in respect of workers deployed by the Contractor. The Contractor should ensure that Security Guards/Security Supervisors are deployed for eight hours duty with provision for weekly off.
10. The Labs. /Instts. will ensure that expenditure should not exceed the budget allocated by CSIR.
11. AS far as possible, it should be ensured that only Ex-Servicemen to be deployed by Security Contractor. This should be specified in the NIT and the contract agreement.

12. The Wages for Security Supervisor & Security Guard will be payable as ;
Central govt. / State govt. or DGR minimum wages rates. (Whichever is higher) **Security Guard will be considered under the Semi-skilled category and Security Supervisor under the skilled category. Or rates of DGR.**
13. The work of the Contractor shall be supervised by the Contractor himself or his authorized representative/Security Supervisor. The Contractor shall review the Security arrangements of the Lab./Instt. in consultation with the Director or his nominee or Security Officer from time to time.
14. The wages to the workers deployed by the Contractor shall to be disbursed by the Contractor through online transaction only in the Bank account of Security guards/Supervisor.
15. The Contractor shall maintain all records of the workers deployed by him in the Laboratory/Institute as required under the various Labour Laws and the Laboratory/Institute should not intervene in such matters.
16. The Lab./Instt. shall ensure that agreement as per draft agreement is executed by the Contractor immediately after the award of the work.
17. As it mandatory for the Contractor to pay minimum wages as fixed by Central Government or State Government, whichever is higher, plus the statutory dues like ESI, EPF, Bonus, Service Tax etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evolution.
18. **In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the COA/ AO, CSIR-CDRI before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the CSIR-CDRI should be carried out in writing OR email so.general@cdri.res.in or coa@cdri.res.in**

Agreement for providing of Security Services in CSIR-CDRI, Lucknow

Agreement to be signed
(This agreement & tender document will be the part of agreement)

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

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
"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-CDRI is desirous of giving a job contract for "providing security services at CSIR-CDRI, Lucknow which is a constituent unit of Council of Scientific and Industrial Research, New Delhi (hereinafter referred to as Lab./Instt.) and whereas the Contractor has offered to "**Provide Security Services at CSIR-CDRI, Lucknow**" on the terms and conditions hereinafter stated.

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

WHEREAS CSIR-CDRI has agreed to award the contract of the work of Security Services at CSIR-CDRI, Lucknow hereinafter mentioned as work assigned details of which are given at Annexure 'A'

AND WHEREAS the Contractor has agreed to furnish CSIR-CDRI a Security deposit of **Rs.**by way Bank Guarantee or Fixed Deposit Receipt.

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

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-CDRI shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director CSIR-CDRI or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the CSIR-CDRI for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the CSIR-CDRI or the officer designated by the Director in this respect from time to time.
3. That the Director of the CSIR-CDRI or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as 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 up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-CDRI in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-CDRI in case of any of the aforesaid acts on the part of the said person.

A. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Director, CSIR-CDRI or his nominee.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. 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 55 Years for security duties only Ex-servicemen having integrity and good conduct are to be deployed by the contractor.
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the person deployed by him in the

- premises of the CSIR-CDRI. For the purpose of proper identification of the employees of the Contractor deployed for the work, 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-CDRI to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any. The controller of Administration/AO of the Lab shall make suitable arrangement to ensure compliance.
 5. The Contractor shall report promptly to Director/designated officer of the Lab. any theft of pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets moveable and immovable of the Lab and if there is any loss to the Lab 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.
 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, Maternity Benefit Act 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-CDRI 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-CDRI Lab building in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
 8. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.

9. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of Lab.

10. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-CDRI and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-CDRI for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour laws, having regard to the duties of CSIR-CDRI in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, 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 army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc. The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab.
12. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CDRI.
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 all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, CSIR-CDRI a sum as may be claimed by CSIR-CDRI.

B. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of **Rs.**on monthly basis. Such payment shall be made by the 10th day of the month on the

basis of the bills raised by the Contractor and duly certified by the officer designated by CSIR-CDRI in this regard.

2. That the aforesaid lump sum amount has been agreed to be paid by CSIR-CDRI to the Contractor.
3. That the payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Director General of Resettlement, Ministry of Defence (Govt. of India) from time to time shall be payable by the CSIR-CDRI to the Contractor.
4. That the CSIR-CDRI Lab shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account to the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
5. The security deposit will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

C. INDEMNIFICATION

1. That the contractor shall keep the CSIR-CDRI indemnified all claims whatsoever in respect of the employee 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 party and is supposed to contest the case, the CSIR-CDRI 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-CDRI in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
2. The contractor shall further keep the CSIR-CDRI indemnified against any lose to the CSIR-CDRI property and assets. The CSIR shall have further right to adjust and/or deduct any of the amount as aforesaid from the payments due to the contractor under this contact.

D. 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 his services are not to the entire satisfaction of officer authorized by the Director, CSIR-CDRI in this behalf, a penalty leading to a deduction **up to a maximum of 10% of the total amount of bill for a particular month will be imposed.**

3. The security money 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 expiry of the contract period as stated above
 - b) By giving one month's notice by the CSIR-CDRI on account of
 - i) Committing breach by the Contractor of any terms and conditions of this agreement
 - ii) Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the Director of CSIR-CDRI, Lucknow
- c) On Contractor being declared insolvent by competent Court of Law.

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

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

G.ARBITRATION

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Director-General, CSIR or his nominee.
2. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to 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, CSIR-CDRI shall mean and include an acting/officiating Director.

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 the clause.

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

For and on behalf of The Contractor

For and on behalf of
Council of Scientific & Industrial Research
AnusandhanBhavan, Rafi Marg, New Delhi

Witness

Witness

1.....

1.....

2.....

2.....

COUNTERSIGNED