

SI.No. 5

Date of issue \_\_\_\_\_

**INDIAN INSTITUTE OF PETROLEUM**  
**(Council of Scientific & Industrial Research)**  
**DEHRADUN – 248 005**  
**TENDER DOCUMENTS (Non-transferable)**  
**(NIT No.7/2007/IIP/FTL-SEC/Gen-08)**

**NAME OF WORK: JOB CONTRACT RELATING TO PROVIDING OF**  
**SECURITY SERVICES TO FUEL TESTING LABORATORY LOCATED AT**  
**PLOT NO.14-B, SECTOR-62 NOIDA 201301**  
**(NIT No. 7/2007/IIP/FTL-SEC/Gen-08)**  
**C\_O\_N\_T\_E\_N\_T\_S**

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- NOTE: 1. Tender documents are non-transferable and can be used only by the Contractor to whom these are issued.
2. While submitting the offer all these documents are to be returned, duly signed by the Tenderer on each page.
3. Tender should confirm that they have received all the above documents .

TENDER DOCUMENTS ISSUED TO:

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone/Mobile No. \_\_\_\_\_

\_\_\_\_\_

e.mail \_\_\_\_\_

SIGNATURE OF THE OFFICER ISSUING TENDER  
**INDIAN INSTITUTE OF PETROLEUM**  
**DEHRADUN – 248 005**

**NOTICE INVITING TENDER**  
(TenderNo/NITNo.7/2007/IIP/FTL-SEC/Gen-08)

- 1, As per the terms & conditions of the MOU signed by and between SFPL and CSIR/IIP for operation & maintenance of FTL by CSIR/IIP, Indian Institute of Petroleum , invites tenders from reputed licensed contractor sunder the provision of Contract Labour ( Regulation & Abolition) Act , 1970 for providing Security services for the Fuel Testing Laboratory, a constituent laboratory of SFPL located at 14-B Sector-62 NOIDA (UP) -201301 on job contract basis .
2. contract will be initially for a period of one year which may be extended on mutual consent.
3. Contractor with experience and presently handling similar contracts of Govt./ Semi – Govt./Autonomous Bodies may submit their tenders with following details :
  - a) Attested copy of certificate / License issued by the appropriate authority.
  - b) Proof of annual turnover .
  - c) Status : Whether proprietor/ firm/company.
  - d) Experience
  - e) Customers satisfaction proof
  - f) Monthly wages paid to the supervisors, gunman and security guards in accordance with the minimum wages act 1948 as amended from time to time.
  - g) Attested copies of Registration and account Nos. of EPF and ESI.
4. Tender documents alongwith detailed terms and conditions of the work can be obtained by the Contractors fulfilling the above mentioned conditions on payment of Rs.500/- (non-refundable/non-transferable) by cash, from the General Section of the Institute during office hours between 10.00 A.M. to 3.00 P.M .on any working day from 31.07..2008 to 14.08..2008.
5. Contractors may submit their tenders in a sealed cover superscribed with "Tender for Security services for FTL" addressed to " Controller of Administration" Indian Institute of Petroleum, Hardwar Road, Mohkampur, Dehradun alongwith EMD of Rs.11500=000 (Rupees Eleven thousand and five hundred only) in the form of Demand Draft in favour of Director, IIP, Dehradun up-to 3.00 PM on 18.08..2008 which will be opened on the

same day at 3.30 P.M. in the presence of the Contractors, or their representative if any.

6. Tenders received after due date/time and without EMD shall be rejected.
7. Canvassing in connection with the tenders is prohibited and the tenders submitted by the Contractor who resort to canvassing is liable for rejection.
8. The tenderers shall not be permitted to tender for works in the concerned unit of CSIR/IIP and SFPL/FTL in which, relative is posted in the grade between Controller of Administration and Junior Engineer (both inclusive). The contractor shall also intimate the name of the persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above. (Note : A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family (b) they are husband and wife (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter, (including step daughter), Father's father, Son's son, Son's son's wife, Son's Daughter, Son's Daughter's husband, Daughter's husband, Daughter's, son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband).
9. The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and write in both figures and words. On checking if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed :
  - i) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
  - ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
  - iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
10. The tenderer should inspect the site and quote the rates after assessing the work requirement.

11. Earnest money will be forfeited if the contractor fails to commence the work as per the award letter for the work.
12. Except writing rates and amount, the tenderer should not write any condition or make any changes, additions, alternations and modification in the printed form of tenders. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.
13. The firm should have telephone facilities round the clock.
14. The firm should have its own head office / branch office locally in NOIDA (UP).
15. The Director, IIP reserves the right to accept or reject any or all the offers without assigning any reasons.

**CONTROLLER OF ADMINISTRATION**

**INDIAN INSTITUTE OF PEROEUM**  
**(DEHRADUN – 248 005)**

**TERMS AND CONDITIONS**  
**(NIT No.7/2007/IIP/FTL-SEC/Gen-08).**

**NAME OF WORK : JOB CONTRACT RELATING TO PROVIDING OF SECURITY SERVICES TO SFPL'S FUEL TESTING LABORATORY LOCATED AT PLOT NO.14-B, SECTOR-62 NOIDA 201301 ( NIT No.7/2007/IIP/FTL-SEC/Gen-08).**

The Contractors registered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 are eligible to bid for this contract. It should be ensured that there should be no legal or any other bar for him in this respect. The contractor shall be solely liable for any violation of the provisions of the said Act or any other related Act.

**1.00 SCOPE OF WORK**

The contractor shall provide Security services arrangement and keep a strict watch and ward of the Buildings/premises of the laboratory as mentioned in the enclosed **Annexure-‘A’**. Before tendering, the Tenderer should inspect the site/location to fully acquaint himself with the condition in regard to accessibility of site/location, nature of work, working condition, conditions affecting accommodation and movement of labour etc. required for satisfactory execution of labour contract. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

**2.00 DURATION**

The duration of the contract shall be for a period of one year from the date of commencement of the work. The contract can be extended on such terms and **conditions as are mutually agreed upon.**

**3.00 QUOTATION**

3.01 The Contractor should quote monthly amount for the services to be provided as mentioned in the rate schedule(**Annexure-‘B’**).

3.2 Except writing rates and amount the Tenderer should not write any conditions or make any changes, additions alterations and modifications in the tender. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender. Conditional tender will be summarily rejected.

3.3 While quoting the amount, the Contractor must keep in view that –

- i) The Tenderer must ensure that the wages to be paid to the workers engaged against the contract should not be less than the minimum wages as per the **Minimum Wages Act, as amended from time to time and as applicable in NOIDA ; and**
- ii) IIP on behalf of SFPL shall reimburse the amount of Service Tax, EPF, ESI ,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 original deposit** of the same by the contractor.

#### **4.00 INCOME TAX**

Income Tax, as applicable, will be deducted from the monthly bill of the Contractor.

#### **5.00 SECURITY DEPOSIT**

The contractor shall furnish to the Laboratory a **Security Deposit equal to one-month wages** by way of Bank Guarantee or Fixed Deposit Receipt.

#### **6.00 INDEMNIFICATION**

6.01 The contractor shall keep the CSIR/IIP 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/IIP is made party and is supposed to contest the case, the **IIP/CSIR** will be reimbursed by the Contractor, the actual expenses incurred towards Counsel fee and other expenses. The contractor shall pay the amount in advance to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on **IIP/CSIR** in this respect and shall keep **IIP/CSIR** indemnified.

6.02 The contractor shall further keep the CSIR/IIP indemnified against any loss to the **FTL** property and assets. The CSIR/IIP on behalf of SFPL shall have the right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

#### **7.00 AGREEMENT**

The Contract agreement is to be signed by the contractor before commencement of the work. The Earnest money shall be forfeited if the

contractor fails to execute the agreement within the period specified in the award of work and start work accordingly.

## **8.00 CONTRACTOR'S OBLIGATIONS**

- 8.01 The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970 from Regional Labour Commissioner (Central) or Asstt. Labour Commissioner (Central), NOIDA. before the commencement of work and continue to have the same till completion of the contract. The contractor shall also maintain all statutory records as may be required from time to time under the said Act and furnish the same for verification by the Laboratory/Labour Authority as and when required. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall submit the proof of disbursement of bonus to the workers and only on receipt of the proof, the bonus component shall be released to the contractor.
- 8.02 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 IIP (CSIR) shall accrue/arise implicitly or explicitly.
- 8.03 **No worker deployed by the previous contractor will be re- deployed by the new contractor.**
- 8.4 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 riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Laboratory/CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Laboratory, in case of any of the aforesaid acts on the part of the said person.
- 8.5 For performing Security duties, the contractor shall deploy persons in eight hours shifts and as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. The contractor will provide only **Ex-serviceman** as guards and supervisors who are medically and physically fit preferably below the age of 50 years. Supervisory officers will be available round the clock. A copy of the fortnight duty roster of guards / supervisory staff will be made available to the officer in charge of the FTL by the contractor.

- 8.06 The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services 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; The 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 IIP 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 any of these, IIP/CSIR on behalf of SFPL shall be entitled to recover any 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.
- 8.07 The contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at FTL 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.
- 8.08 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 **IIP/FTL**
- 8.09 The contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for 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 provisions of Contract Labour (Regulation and 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, the contractor shall without prejudice to any other liability, pay to the Director of the Laboratory a sum as may be claimed by Laboratory.
- 8.10 That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include khaki bush-shirt, army cut,

anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial headdress, 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 IIP/CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab. / Instt.

## **9.00 PENALTIES/LIABILITIES**

- 9.01 The Contractor shall be responsible for faithful compliance of the terms and conditions of the agreement which the contractor has to sign before commencement of the work. In the event of any breach of 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.
- 9.02 In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or his services are not to the entire satisfaction of officer in charge of FTL authorized by the Director of the Lab 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.

## **10.00 TERMINATION OF CONTRACT**

10.01 The contract shall 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 **IIP/CSIR on behalf of SFPL** on account of :
  - i) committing breach by the Contractor of any of the terms and conditions of this agreement;
  - ii) assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Laboratory.
- (c) On Contractor being declared insolvent by competent Court of Law

10.2 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.

10.3 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 FTL/IIP/CSIR.

## **11.0 ARBITRATION**

- 11.01 In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration of Director-General, Council of Scientific & Industrial Research, or his nominee. The award of the arbitrator shall be final and binding on the parties.
- 11.02 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.

## **12.0 VALIDITY OF TENDER**

Tenders submitted by the contractor shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work and validity beyond 90 days from the date of opening shall be by mutual consent.

The Director, IIP, Dehradun does not bind himself to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractor/s who resort to canvassing are liable for rejection.

Controller of Administration

**ANNEXURE 'A'**

**(A)**

**Gate No.1 + Main Building**

**One Security Guard & One Security Supervisor 9.00 a.m. to 5.00 p.m.**

**(B)**

**Round the Building :**

**One Security Guard & One Gunman 5.00 p.m. to 1.00 a.m.**

**(C)**

**Round the Building : One Security Guard & One Gunman 1.00 a.m. to 9.00 a.m..**

**(D)**

**Round the Building:**

**10.00 p.m. to 6.00 a.m.**

**INDIAN INSTITUTE OF PETROLEUM**

**(Council of Scientific & Industrial Research)  
DEHRADUN 248 005**

**RATE SCHEDULE**

(NIT No--7/2007/IIP/FTL--SEC/Gen-08-).

**NAME OF WORK:** JOB CONTRACT RELATING TO PROVIDING OF SECURITY SERVICES TO FUEL TESTING LABORATORY LOCATED AT PLOT NO.14-B, SECTOR-62 NOIDA 201301 (NIT No.7/2007/IIP/FTL--SEC/Gen-08).

After having gone through the detailed terms and conditions and inspecting the entire campus for providing Security Services on contract basis to **FTL,NOIDA** we offer our services on the following rates.

1. Lump-sum monthly amount quoted for the job contract (excluding statutory charges)

Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)

2. Break-up of (1) above (viz. Number of Security Guards/ Supervisor to be deployed, charges etc. for evaluating the quotation with reference to minimum Wages Act.)

<b>S. N.</b>	<b><u>Particulars</u></b>	<b><u>Total Number of persons to be deputed</u></b>	<b><u>Monthly rate (per person)</u></b>	<b><u>Total Amount.</u></b>
1.	Security Guard (Ex-Servicemen only Semi Skilled)	04		
2.	Security Supervisor for round the clock vigil( Ex-Servicemen only Skilled)	01		
3.	Security Guard with Gun (Ex-service men only Skilled)	02		

3. Details and amount of statutory charges EPF, ESI etc.
4. Service charges %age basis.
5. Monthly amount (excluding statutory charges) for any additional requirement-
  - i) Security Supervisor  
Rs. \_\_\_\_\_
  - ii) Security Guard with Gun  
Rs. \_\_\_\_\_
  - iii) Security Guard  
Rs. \_\_\_\_\_
6. Enclosed Earnest Money Deposit (EMD) in the form of Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) of  
\_\_\_\_\_ (Bank) drawn in favour of Director,  
**Indian Institute of Petroleum, Dehradun** – 248 005.

Dated :

SIGNATURE OF THE  
TENDERER  
Full Address with Seal

**INDIAN INSTITUTE OF PETROLEUM , DEHRADUN**  
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)

NAME OF WORK: JOB CONTRACT RELATING TO PROVIDING OF SECURITY SERVICES TO FUEL TESTING LABORATORY LOCATED AT PLOT NO.14-B, SECTOR-62 NOIDA 201301

**DETAILED STATUS OF THE FIRM.**

1. Name of the firm \_\_\_\_\_
2. Registration No. \_\_\_\_\_  
(Attach. Copy)
3. Licence No. Issued by  
Labour Deptt. \_\_\_\_\_  
(Attach. Copy)
4. Valid upto \_\_\_\_\_  
(Attach. Copy)
5. EPF Account No. \_\_\_\_\_  
(Attach. Copy)
6. ESI Registration No. \_\_\_\_\_  
(Attach Copy)
7. Proof of Annual turnover \_\_\_\_\_  
(Attach. Copy)
8. Experience \_\_\_\_\_  
(Please specify the name of organization & no. of workers supplied, & cost of work)
9. Customers satisfaction certificate  
issued by the Deptt. Where the contractor \_\_\_\_\_  
is rendering services (Attach copies)

SIGNATURE OF THE CONTRACTOR  
WITH RUBBER STAMP

**AGREEMENT FOR SECURITY SERVICE**

(On non-judicial stamp paper of Rs.100/-)

This AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_, 2008, between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, (CSIR) 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 on behalf of SFPL is desirous of giving a job contract for providing the SECURITY SERVICES arrangement through its constituent laboratory Indian Institute of Petroleum, Dehradun 248 005 (herein after called IIP) at FUEL Testing **Laboratory, NOIDA (U.P)** which is a constituent unit of Society For Petroleum Laboratory (hereinafter referred to as FTL) in accordance with the terms and conditions of the MOU signed by and between CSIR / Indian Institute of Petroleum (IIP) and SFPL / FTL and whereas the Contractor has offered to provide the Security Services 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 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 SFPL/IIP. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR/ IIP on behalf of SFPL/**FTL, NOIDA** has agreed to award the contract of work of Security Services arrangement of the properties mentioned at Annexure 'A'.

AND WHEREAS the contractor has agreed to furnish to the Laboratory a security deposit of one month wages amounting **Rs. ----- (Rupees-----)** by way of Bank Guarantee of Fixed Deposit Receipt.

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 IIP (CSIR) on behalf of SFPL/FTL shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Security Services arrangements, the contractor shall formulate the mechanism and duty assignment of Security Services personnel in consultation with Director of the Laboratory or his nominee. Subsequently, the contractor shall review the Security Services arrangement from time to time and advise the Director of the Laboratory / his nominee 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 Laboratory or the officer Incharge of FTL designated by the Director in this respect from time to time.
3. That the Director of the Laboratory or the officer Incharge any other person 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 Laboratory in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Laboratory / officer Incharge of FTL 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 Services arrangement of the Buildings/premises mentioned at **Annexure 'A'** as deemed fit by him in consultation with the officer Incharge of FTL.

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 such as, names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the FTL 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 SFPL/FTL to be taken out of the premises without a Gate Pass signed by the designated officer of the SFPL/FTL. 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 officer Incharge of FTL shall made suitable arrangement to insure compliance.
5. The contractor shall report promptly to designated officer Incharge of the FTL any theft or pilferage that takes places 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 FTL and if there is any loss to the Laboratory on account of dishonesty, and/or due to any lapse on the part of the contractor or his workers, the contractor shall make good on demand the loss to the FTL.
6. That the contractor shall at their own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to FTL 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; The 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 IIP and FTL 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 by-laws the IIP/CSIR on behalf of SFPL/FTL 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 **FTL** buildings in their respective names before submitting the bill for payment 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 as applicable in Noida (UP) 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 will be open for inspection and checking by the authorized officers of FTL.
  10. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of officer Incharge of FTL shall on demand furnish copies of wages register/muster roll, etc. to the Laboratory 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 SFPL/FTL 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, publications 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 SFPL/FTL shall have no liability whatsoever on the account.

The uniform shall be approved by the Director, IIP or the officer Incharge of FTL.

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 IIP and FTL.
13. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave 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 provisions of Contract Labour (Regulation and 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, the contractor shall without prejudice to any other liability pay to the Director of the Laboratory a sum as may be claimed by Laboratory.

### **C. CSIR/IIPs' OBLIGATIONS**

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid a lump sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (excluding statutory charges) on monthly 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 Incharge designated of FTL in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR/ IIP on behalf of SFPL/FTL to the contractor.
3. That the payment on account of enhancement/escalation charges on account of revision in wages from time to time shall be payable by the CSIR/ IIP on behalf of the SFPL/FTL to the contractor.
4. That the IIP on behalf of SFPL/FTL 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. That the IIP on behalf of SFPL shall reimburse the amount of bonus, if any paid by the contractor on production of proof..

6. **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 and SFPL 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 /SFPL is made party and is supposed to contest the case, the CSIR / SFPL 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 /IIP on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR/IIP and SFPL/FTL in this respect of any nature whatsoever and shall keep IIP/CSIR and SFPL/FTL indemnified in this respect.
2. The contractor shall further keep the CSIR and SFPL indemnified against any loss to the FTL property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

#### **E. PENALTIES/LIABILITIES**

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the first contractor.
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 officer Incharge of FTL 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.
3. The security money so deposited shall be liable to be forfeited or appropriated inthe event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the FTL. on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by Contractor.

## **F. COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f. 1st July 2008 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;
  - (a) By giving one month notice by CSIR / IIP on behalf of SFPL/FTL on account of:
    - (i) for committing breach by the contractor of any of the terms and conditions of this agreement.
    - (ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Laboratory.
  - (c) On contractor being declared insolvent by competent Court of Law

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

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

## **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 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 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 OF SCIENTIFIC & INDUSTRIAL RESEARCH  
NEW DELHI-110001

For and on behalf of  
(Contractor)  
WITNESSES

- 1.
- 2.

Countersigned  
Finance & Accounts Officer