



CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
(Council of Scientific & Industrial Research)
PO: CIMAP, Lucknow – 226015

**Name of Work: Job contractor for rendering the security arrangement at CSIR-
CIMAP, Lucknow**

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Note : Tenderer should confirm that they have received all the above papers

Tender Issued / Downloaded to:

M/s.....

Received Rs. _____ (Rupees _____) only in cash vide Challan
no. _____ dated _____ from M/s _____
_____ towards cost of the tender documents

Signature of the Tender Issuing Officer

Crossed Demand Draft/ Bankers cheque from a Nationalized Bank for Rs. _____ (Rupees
_____) drawn on _____ is enclosed with
the tender towards cost of Tender

Signature of the Tenderer
Name of the Tenderer
Seal of the Tenderer

:1:

**CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS**

(Council of Scientific & Industrial Research)

PO: CIMAP, Lucknow - 226015

NOTICE INVITING TENDERS

Sealed tenders IN TWO BID SYSTEM (Technical and Price Bid) are hereby invited for rendering security services at **Central Institute of Medicinal and Aromatic Plants, Lucknow** from the reputed and experienced firms/agencies/companies established, functioning and Registered with Assistant Labour Commissioner as Contractor under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 having at least 5 years experience of rendering similar jobs in Central/State Govt./Autonomous Bodies/Public Undertaking Institutions etc. The tenderers should have successfully completed at least two works of 50% value of estimated cost or above in single contract each during the last three years in Central/State Govt./Autonomous Bodies/ Public Undertaking Institutions etc. The area of the institute and required security guards and its rates are here under:

Institute/Place and Area	Manpower required	Rates as per minimum wages act as on 01.10.2013	Remarks
CIMAP, PO-CIMAP, Lucknow- 226015	3 Gunman 29 Security Guards	Gun Man Rs. 377/- per day Security Guards Rs. 342/- per day	Minimum wages as given in the left may be revised as per Govt. orders & to be paid by the contractor to the Security Guards and gun men. Contractor has to quote their Service Charges only in the price bid(in percentage only).

The Estimated cost is 67.08 Lakhs and earnest money is Rs 1,34,200.00 (Rupees one lakh thirty four thousand two hundred only). Tender documents shall be issued during office hours in the office of Controller of Administration, CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS , Post office CIMAP, Lucknow-226015 from 06.01.2015 to 16.01.2015 on cash payment of Rs 1000.00 (Rupees one thousand only).

The cost of tender papers is not refundable. The tenders will be issued to only those contractors who produce original certificates of the proof of their experience, PAN NO., valid License under the Contract Labour (Regulation and Abolition Act, 1970) and registration of EPF/ESI Act for the period of experience in earlier contracts and having local sub-code of EPF/ ESI while making request for issue of Tender Documents. The firm should have local office. Tenderers may submit the tender in the Tender Box kept in the office of Section Officer (P)/Room No.12, CIMAP, CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS, Post office CIMAP, Lucknow-226015 up to 2.30 P.M. on dated: 20.01.2015 and will be opened at 3.30 PM on the same day in the presence of the tenderers present.

The tender document can also be downloaded from CIMAP website www.cimap.res.in and the cost of tender Rs.1000/- to be paid through D.D/Pay order in favour of Director CIMAP, Lucknow along with technical bid.

The Director, CIMAP reserved the right to amend or withdraw any of the terms & conditions containing in the tender document or to reject any or all tenders without giving any notice or assigning any reason and not bound to accept the lowest tender. **Only workable rates will be accepted and the decision of the Director, CSIR-CIMAP would be final in deciding the minimum workable rates.**

Controller of Administration



CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
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APPENDIX

Mode of Payment	<p>Monthly payment will be made on the production of Bill, acquaintance rolls after payment to the labourers made by the Contractor positively before 10th of the month. Further, contractor will attach the copies of challan of EPF & ESI of previous month along with bills. Income Tax & other statutory deductions as applicable from time to time shall be made from the monthly bills as per Govt. rules.</p> <p>The employer part of ESI, Bonus, National Holidays and other statutory liabilities as applicable from time to time will be reimbursed by institute only after the proof of deposition/payment in the respective accounts of the beneficiaries/organization is produced by the contractor. Further, the employer part of EPF will be reimbursed by institute after verifying the acquaintance roll, challans with credit history, Bank statement as a proof that the employee and employer part of EPF have been deposited by contractor to EPFO and the same have been credited to beneficiaries account.</p>
Earnest Money	<p>The contractor shall deposit EMD for an amount of Rs. 01,34,200.00 in the form of an Account Payee Demand Draft from a Nationalized /commercial bank in favour of 'The Director, CIMAP, Lucknow' along with the Technical Bid. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period. EMD shall be forfeited, if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the Contract or fails to furnish the required performance Security within the time frame specified by the CIMAP. EMD can also be forfeited, if the tenderer submits false /fraud documents.</p>
Subsequent Retention	<p>Earnest Money deposited with the tender will be treated as a part of the security deposit on award of work.</p>
Security Deposit	<p>The contractor shall be required to deposit 10% of the estimated/contract value of the work awarded to him in the form of FDR/DD. This security money will be refunded after expiry of contract and submission of challans with credit history and form 23 ensuring that EPF, ESI, service tax, etc. have been deposited by the contractor. The security money will be forfeited in case the contractor fails to execute the works as per the terms & conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest</p>
Service Charges	<p>Percentage of service charges on minimum wages payable from time to time for providing the manpower for completion of works.</p>
Conditional bids	<p>Conditional bids will be summarily rejected</p>
Duration of Contract	<p>The Contract may be valid initially for a period of one year. However, the Director, CIMAP reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually.</p>
Jurisdiction	<p>The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.</p>

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
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TERMS AND CONDITIONS

1. Sealed tenders should be submitted in One Sealed envelope mentioning Tender for Job contract for rendering security services **CIMAP, Lucknow** due date of opening on **20.01.2015** on the top, which shall contain two envelopes one technical bid and one price bid.

Tender should be submitted in double cover as mentioned below:-

Envelope “A” (Technical Bid) should contain the following:-

- i. Particular of the Tenderer duly filled in the Form-II (attached to this Tender).
- ii. Copy of having at least 5 years experience for rendering security services in Central/State Govt./Autonomous Bodies/ Public Undertaking Institutions etc.
- iii. Copies of experience certificate(s) having successfully completed at least two works of 50% value of estimated cost or above in single contract each during the last three years in Central/State Govt./Autonomous Bodies/ Public Undertaking Institutions etc.as provided at Form-III
- iv. A copy of partnership deed, in case of partnership firms.
- v. Full particulars, in case of Co-operative society for satisfactory running of Co- operative for two years.
- vi. Copy of the income tax return filled for the preceding year & PAN No.
- vii. EPF & ESI, Service Tax registration Number(s).
- viii. Copy of having valid labour contract license for supply of labour in Central/ State Govts. /Autonomous Bodies /Public Sector Undertaking Institutions / CSIR under C.L. (R&A) Act. 1970.
- ix. Demand Draft for earnest money.
- x. Character Certificate issued from District Magistrate or in the form of an Affidavit on the stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt. deptt/CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.
- xi. The bidding contractor has to submit a written undertaking on the **letter pad** of the firm alongwith Technical Bid that he/she has cleared all the statutory liabilities viz. EPF, ESI, minimum wages etc. of the labour contract while he/his firm was dealing with any Govt./semi Govt./CSIR Institution for last three years.
- xii. Tender documents duly signed by Tenderers or by his/her authorized signatory with seal of the firm
- xiii. Any other certificate/Document, if required.

Envelope “B” (Price Bid) should contain the following :-

1. Service Charge(s) in Percentage (%) only on Minimum wages, in enclosed Proforma Form-I.
Each of the above envelopes should be sealed. Only workable rates will be accepted and the decision of the Director, CSIR-CIMAP would be final in deciding the minimum workable rates.
2. The Director, CIMAP has reserves the right to scrutinize credentials of all tenders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary. Issuing of tender form will not as such be accepted as proof of eligibility for the contract. A committee will first open envelope `A' in respect of Tenderers

and after the committee has satisfied itself that All documents/information required have been furnished and the Tenderer is found suitable and competent for performing the job, committee will open the envelope `B`. In case the Tenderer withholds information/documents or the party is not found suitable, envelope `B` shall not be opened and the Tender will be rejected out rightly.

3. Attested copies of performance/experience certificates given by organizations/ undertakings that the contractor has undertaken similar works during last five years must be attached. The certificate should be signed by the Head of Administration where he has provided services. If the signatures are not legible his name may be indicated alongwith telephone nos. The original certificate should be produced before award of the contract.
4. For partnership firms, a copy of the partnership deed may be furnished.
5. In case of Co-operative Society a copy of each of article of association and the latest certificate from the Registrar, Co-operative Societies mentioning that the Co-operative societies functioning satisfactorily for the last two years as per latest Audit Reports and other relevant record of the society.
6. The contractor shall furnish the indemnity bond from the General Insurance Company at his own cost to indemnify CIMAP/CSIR against any claim arising out of or connected with the Tender.
7. Copy of the Income Tax return of the preceding year in the prescribed proforma issued in the name of the firm/Co-operative society should be enclosed with the Tender.
8. Cost of tender document (in case of download) and Earnest money the form of DD/ Bankers Cheque drawn on a Nationalized Bank in favour of Director, CIMAP, Lucknow should be attached with the Tender in envelop `A`. Tender without these will not be considered.
9. Earnest money of Rs 01,34,200/- in the form of D.D / Bankers Cheque drawn on a Nationalized Bank/commercial bank in favour of Director, CIMAP, Lucknow, payable at Lucknow should be attached with the Tender. Tender without earnest money will not be entertained. The Tender money in any other form will not be accepted.
10. A Valid character Certificate issued by District Magistrate of the District to be submitted with the effect that the Tenderer on in case of partnership , any of the partners and in case of Co-operative society, the chairman or the secretary of the Co-operative society, whose name find place in the registration documents of the Co-operative society have no criminal record.
11. The workers provided by the contractor will work under the control and guidance of the in-charge of the work who has requisition for the work.
12. Monthly payment to the contractor will be released only after production of :
 - a. Self attested Photocopies of the EPF & ESI challan of previous month with the workers details and EPF/ESI Code.
 - b. Copy of the pay roll with the certificate that all labours have been paid according to minimum wages act in presence of CIMAP's Representative.

13. The Contractor must be registered under the Contract Labour (Regulation and Abolition) Act 1970 as amended. Any obligations and/or formalities which for the purpose of entering into, and/or execution of the contract shall be carried out by the Contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the CIMAP (CSIR). The contractor shall be solely liable for any violation of provisions of the said Act or any other Act. The contractor shall furnish an attested copy of Registration Certificate that he is registered under the provision of contract labour (Regulation & Abolition) Act.1970.
14. The contractor will make his own arrangement of accommodation for all security personnel deployed by him without any cost on the part of CIMAP.
15. The contractor shall engage only physically and mentally fit Gunmen/Security guards for the security at his sole and own risk.
16. The contractor will have to execute an agreement after the award of the work but before the commencement of work.
17. The contractor shall produce a license/permission from the Labour Commissioner within 15 days of the start of work from Ministry of Labour, Govt. of India, for undertaking the work. If the license/permission is not received by the stipulated time, the award of work to him shall be liable to be cancelled and security money will be forfeited.
18. Gunmen engaged by the contractor, should possess a functional weapon and a valid arms license.
19. Tender submitted shall remain valid for 90 days from the date of opening for purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
20. The contractor will ensure that some of the Security personnel deployed by him are trained in fire fighting. First-aid etc. and that they are proportionately distributed in each shift for fighting the possible fire hazard and arranging for rescue operation, if any. The contractor will also ensure that a few of the Guard employed by him have workable knowledge in English and stores identification so that may be possible for them to check the incoming and outgoing materials against the relevant gate passes.
21. Contractor or his representative should be present daily at all the sites for supervision.
22. Contractor will be wholly responsible for any loss or damage to the property of CIMAP done by him or his employees and all loss, if any will be deducted from contractor dues & security money.
23. The criteria of evaluation of lower bidder will be service charge (in percentage) as quoted by the tenderer.
24. The contractor has to submit an undertaking alongwith technical bid that he has cleared all statutory liabilities viz EPF & ESI etc. of the all previous labour contract with any Govt./Semi Govt/CSIR Institutions.
25. Earnest Money of Rs 01,34,200/- in the form of DD/Bankers Cheque drawn on a Nationalized Bank/ Commercial bank in favour of Director, CIMAP Lucknow, payable at Lucknow should be attached with the Tender. Tender without earnest money will not be entertained. The Tender money in any other form will not be accepted.

26. Tenderer has to submit a valid Character Certificate in the form of an Affidavit on the stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt.deptt/CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.
27. The bidding contractor has to submit a written undertaking alongwith Technical Bid that he has cleared all the statutory liabilities viz. EPF, ESI, minimum wages etc. of the labour contract while he/his firm was dealing with any Govt./semi Govt./CSIR Institution for last three years.
28. The contractor shall comply with all the provisions of Contract labour laws including Employees State Insurance Act and shall keep CIMAP absolved from all acts and omissions, faults breaches and/or claims, demands, loss, injury and expenses to which CIMAP may be put or involved as a result the contractor failure to fulfill any of the above obligations and CIMAP shall be entitled to recover any such losses and expenses which may have to suffer on account of such claims demands loss or injury from the contractors monthly bill or from security deposit or from any money due to contractor without prejudice to its any other rights under the law.
29. The contractor shall ensure that all the workers shall get minimum wages and other benefits as admissible under various Labour Laws. The contractor shall provide full information in respect of the wages, etc. paid to its employees so deployed in conformity with the provisions of Contract Labour (Regulation and Abolition) Act 1970.
30. The manpower engaged by the contractor shall remain under the control and supervision of the contractor and the contractor shall be liable for payment of their wages, etc. and all other dues as applicable and amended from time to time which the contractor is liable to pay under the Contract Labour (Regulation and Abolition) Act 1970 and other statutory provisions.
31. The Contractor will make payment to his employees before 10th of each month in presence of committee nominated by Director, CIMAP and the date of disbursement of wages has to be displayed well in advance on the notice board of contractor.
32. Contractor has to submit copy of payment slip showing name of the labour, nos. of attendance, EPF/ESI No., wages per day and all deductions like EPF/ESI etc. along with monthly bill duly certified by CIMAP representatives and copy of EPF & ESI Challan with proper proof that the money deducted towards EPF/ESI have been deposited for previous month; CIMAP will ensure to make payment to the contractor at the earliest. If the wages are not paid by the Contractor on time, the office shall have the right to deduct the amount from the dues of the Contractor and pay the wages itself. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitment towards his workers so deployed under various labour laws, having regard to the duties of CIMAP (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 contractors labour regulations made by CSIR from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorizedly made, maintenance of wage book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
33. Monthly/Six monthly/Yearly statements from EPF /ESI office showing details of amount credited in the account of each labour has to be displayed on the notice board and also copy of same to be submitted in CIMAP office.

34. In case any of the worker (s) so deployed by the Contractor does not come up to the mark or does not perform his duties properly or any report is received by the contractor about the said person's negligence or non-performance of duty or any unlawful activities or joining in union/ association activities of disorderly conduct, the contractor shall, take suitable action against such workers on the report of the authorized Representative of CIMAP. The Contractor shall immediately replace that particular person so deployed.
35. The Contractor must remove all workers deployed by him on termination of the contract or any ground whatsoever from the premises of the CIMAP and ensure that no person shall create any disruption/hindrance/problem of any nature to CIMAP (CSIR).
36. Workers provided by the Contractor for executing the work contracted out shall be employees of the Contractor and will be on his pay roll and shall receive instructions from him for the work to be carried out by them and for effective discharge of the work. The work will be supervised by the Representative of CIMAP and the contract workers shall abide by his instructions.
37. The contractor shall provide identity cards to the Gunmen/security guards employed by him bearing their photographs, name of the worker, father's name, date of birth and residential address etc. which shall be produced by the worker on demand of any officer or staff of CIMAP authorized for this purpose. Further, all the above shall also be submitted to the office.
38. The security will be refunded to the Contractor after the satisfactory performance of the contractor and expiry of the contract period, and submission of Form 3A, Form 6A and Form 23 ensuring that EPF, ESI etc. have been deposited by the contractor.
39. The last month payment of the contract will be paid only after receiving the satisfactory completion certificate.
40. The contractor shall have to maintain at his own expense attendance register throughout the contract period in which the daily attendance of the workers shall be recorded.
41. The Contractor or his authorized representative shall have to be present on the site of work and will be responsible for execution of contract.
42. Any alteration/modification in tender documents and giving/submitting wrong/forged information/document will be liable for legal action and the earnest money will be forfeited.
43. The Contractor shall be responsible for any loss or damage caused by him or any of his workers by theft or otherwise to the property of the CIMAP and shall pay to CIMAP on demand at the current value of such properties.
44. On award of contract the contractor shall deposit with the Institute FDR/DD issued by a Scheduled Bank in favour of the Director, CIMAP, Lucknow in specified form for a sum of Rs. 6,70,800/- (Rupees six lakh seventy thousand and eight hundred) only as security money which should be valid for the duration of the contract. The Security deposit shall be 10% of estimated/contract value of work.

45. The Security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the institute On account of failure or negligence on the part of employees of contractor.
46. The Contractor must be registered under the Contract Labour (Regulation and Abolition) Act 1970 as amended. Any obligations and/or formalities which for the purpose of entering into, and/or execution of the contract shall be carried out by the Contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the CIMAP (CSIR). The contractor shall be solely liable for any violation of provisions of the said Act or any other Act. The contractor shall furnish an attested copy of Registration Certificate that he is registered under the provision of contract labour (Regulation & Abolition) Act.1970.
47. The contract may be valid initially for a period of one year. However, the Director, CIMAP reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually.
48. In addition, all terms and conditions mentioned in the model agreement attached and marked as Annexure-B will be applicable.
49. Each page of the tender document submitted by the contractor should be signed by the contractor.

Signature of Contractor
(With seal)

To be kept in a sealed envelope and mentioned “Price Bid” on the top)

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Schedule of Contract Value

Job contractor for rendering the security arrangement at CSIR-CIMAP, Lucknow

1. Name of the Party/Firm :
2. Address in Full :
(with Phone no., if any)
3. Registration License No.(s) :
 - (a) Under C.L. (R&A) Act. 1970 :
 - (b) ESI. Act. :
 - (c) EPF Act. :
 - (d) Service Tax :
4. **Percentage of Workable Service Charge on minimum wages payable from time to time for providing labours:**
In Figures :
In word :
5. Earnest Money Rs...../- deposited vide DD No.
Dated..... of (Bank)

Note:

1. The Contractor may visit Farm/ Laboratory to see the site before quoting the rates for contract.
2. Tenderers are responsible for fulfilling all liabilities towards the persons deployed under law namely Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, service tax, etc. as applicable and amended from time to time.
3. Conditional bids will be summarily rejected.
4. Tenderers should sign all the papers attached with the Tender.

5. Details of work carried out must be indicated in the proforma attached.
6. Separate sheet may be enclosed if the space provided in this form is insufficient.
7. Service Charge will be paid on wages paid to labourers.
8. The criteria of evaluation of lowest bidders shall be the Service Charge(s) (in percentage) as quoted by the tenderer and only workable rates will be acceptable and the decision of the Director, CSIR-CIMAP would be final in deciding the minimum workable rates.

DECLARATION

I/We undertake to abide by the terms and conditions of the Security services arrangement. The persons to be deployed in CIMAP for Security Services shall be on the rolls of contractor and shall be the employees of the contractor. I/We also undertake to execute the necessary agreement before commencement of work, if awarded.

Signature of Contractor
(Seal)

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
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Particulars of the party

1. Name of Tenderer :
2. Name of Firm :
3. Address & Telephone No.& E- mail, if any :
4. In case of partnership Firm :

Sl. No.	Name of the partners	Address with Telephone Nos.
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1.

2.

3.

Note: Partnership deed must be enclosed in case of partnership firm:

5. In case of Co-operative Society:

Sl. No.	Name of the Chairman and Secretary	Address with Telephone Nos.
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1.

2.

6. Name of the Bankers with full address (where the party maintains the account)

7. Name and address of the person holding power of attorney in case of partnership firms/ Co-operative society

8. Labour license number provided by Labour Commissioner

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EXPERIENCE CERTIFICATE

As per NIT, tenderers should be having five years experience and successfully completed at least two works amounting to 50% value of estimated cost or above in single contract each during the last three years in Central/State Govt./Autonomous Bodies/ Public Undertaking Institutions etc.

Sl. no.	Name of the work*	Site of work	Period of work	Value of work/ Annual turnover	Name of the organization & Incharge under whom work got done
1					
2					
3					

*Certificate of satisfactory completion of work signed by Head of Office/Administrative Officer must be attached.

Agreement to be executed on award of Contract

AGREEMENT FOR Rendering Security Services at CIMAP, Lucknow

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) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

M/sat..... (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing Security at the CIMAP, Lucknow Which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt) and whereas the contractor has offered to provide the security arrangement on the terms and conditions hereinafter stated.

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

WHEREAS CSIR has agreed to award the contract of work Security Arrangements and keep a strict watch & ward of the land and properties of CIMAP, Lucknow.

AND WHEREAS the Contractor has agreed to furnish to the Lab./Instt. A security deposit of Rs..... (Rupees.....) By way of Fixed Deposit Receipt etc.

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 the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the Lab./Instt or his nominee, subsequently, the contractor shall review the security arrangement from time to time and advise the Director of the Institute, for further streamlining their security system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Instt. or 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 person on the report of the Lab./Instt./CSIR in this respect Further, contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab/Instt./CSIR. In case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned in the NIT as deemed fit by him in consultation with the Lab.
2. That for performing the Security duties, the Contractor shall deploy medically and physically fit 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-service man, retired employees of para military forces or properly trained security personnel of high integrity and good conduct are to be deployed by the contractor.
3. That the Contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab./Instt/CSIR. For the purpose of proper identification of the employees of the Contractor deployed at various points, he shall issued identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated

officials of the Lab./Instt. As a safeguard against any dishonesty, connivance and/ or ulterior motive, the specimen signature of the official designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any, the Contractor of Administration/Administrative officer of the Lab./Instt. shall make suitable arrangement to ensure compliance.

5. That the contractor shall report promptly to the Lab./Instt any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, movable and immovable , of the Lab./ Instt and if there is any loss of the lab./Instt. on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the contractor shall make good on demand the loss to the Lab./ Instt.
6. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of CSIR-CIMAP, Lucknow and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-CIMAP, Lucknow either explicitly or implicitly.
7. 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 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 provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act, 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, demand, loss or injury, from the Contractor's monthly payment.
8. That 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 CSIR Lab./Instt. Building in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
9. That the contractor shall particularly abide by the provisions of the 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 State Government whichever is higher.
10. 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 officer of CSIR/Lab./Instt.
11. That the Contractor shall make the payment of wages, etc, to the persons so deployed in the presence of representative of the Lab./Instt/CSIR and shall on demand furnish copies of

wage register/muster roll etc. to the Lab./Instt. 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 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 wage, and terms of employment, inspection and submission of periodical returns.

12. 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./Instt.
13. The contractor shall take all reasonable precautions to prevent unlawful riots or disorderly conduct or act of his employees so deployed and ensure preservation peace and protection of persons and property of CSIR.
14. 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 provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling 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 Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.

C. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid actual wages plus service charges of the manpower 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 Lab./Instt. in this regard.
2. That the aforesaid payment 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 by the appropriate Govt. from time to time shall be payable by the CSIR to the Contractor.
4. That the CSIR/Lab./Instt/ 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 the CSIR is made party and is supposed to contest the case, the CSR 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 their 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 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.
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 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 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 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 Lab./Instit.
- 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 Lab./Instit./CSIR.

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 DGCSIR 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 person 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 present on the date, month and year first above written.

For and on behalf of
The Contractor

For and on behalf of
Council of Scientific & Industrial Research
Anusandhan Bhawan,
Rafi Marg, New Delhi- 110 001

WITNESS:

1.

2.