



CSIR- NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE AND TECHNOLOGY  
**(COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH),**  
**INDUSTRIAL ESTATE P.O., THIRUVANANTHAPURAM -695 019**

## **TENDER DOCUMENT**

**FOR**

### **PROVIDING SECURITY SERVICES**

**VIZ."REGULATION OF MOVEMENT OF MEN, MATERIALS AND VEHICLES AT THE  
ENTRY AND EXIT POINTS OF THE INSTITUTE AND GUARDING OF VITAL  
INSTALLATIONS AT CSIR-NIIST, THIRUVANANTHAPURAM"**



No.8 (68)/2015-Gen/Pt-VI

06.11.2015

**TENDER DOCUMENT**

FOR

**CONTRACT FOR SECURITY SERVICES VIZ. "REGULATION OF MOVEMENT OF MEN, MATERIALS AND VEHICLES AT THE ENTRY AND EXIT POINTS OF THE INSTITUTE AND GUARDING OF VITAL INSTALLATIONS AT CSIR-NIIST, THIRUVANANTHAPURAM"**

Tender Document Issued to:

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

Tender Doc. Fee: ` 520/-

Paid by

Cash/DD (in favour of Director, CSIR-NIIST, Thiruvananthapuram)

CR/DD No.

Date:

Section Officer (G)



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No.8(68)/2015-Gen/Pt-VI

06.11.2015

**NOTICE INVITING TENDER No.GEN/03/15**

CSIR- NIIST is interested in engaging an agency for Providing Security Services viz., "Regulation of movement of men, materials and vehicles at the entry and exit points of the Institute and guarding of vital installations at CSIR-NIIST Thiruvananthapuram for one year at an estimated cost of Rs 35,00,000/-

Sealed Tenders are invited under **two bid system** viz. Part I -Technical Bid and Part II - Price-Bid from experienced Contractors / agencies that provide security services in sealed envelopes superscribing the Name of the Contract and Technical or Price Bid, as the case may be. EMD may be enclosed along with technical bid.

Tenders will be received up to **3.00 P.M. on 24.11.2015**. The Technical bid will be opened in the presence of the bidders or representatives who choose to attend at **3.30 P.M. on 24.11.2015**. In the event of the date specified for bid receipt and opening being declared a closed holiday for CSIR-NIIST, the due date for submission and opening of bids will be the following working day at the appointed time. Price bids of those bidders whose Technical bids are qualified will be opened subsequently after due notice to them over telephone /E-mail.

All price bids of technically rejected tenders will be returned unopened.

Tenderers are advised to download the TENDER documents from the website <http://www.niist.res.in/>. The tender Document fee of Rs.520/- and the **EMD of ` 70,000/-** must be submitted along with Part I Technical Bid by separate Demand Draft favouring Director, CSIR-NIIST payable at Thiruvananthapuram. Tender Documents can also be procured from the General Section, CSIR-NIIST against written request between 10 A.M to 3.30 P.M on any working day between **06.11.2015 to 23.11.2015** on payment of the tender document cost of ` 520/- by Demand Draft or Cash. Tender documents without Tender Document fee and EMD shall be rejected.

**Schedule of Issue and submission of Bids:**

Sl.No	Item	Time and Date
1.	Issue of tender documents	06.11.2015 to 23.11.2015 (10.00 A.M. - 3.30 P.M.)
2.	Last date for submission of tender	24.11.2015 upto 3.00 P.M.
3.	Tender Opening	24.11.2015 at 3.30 P.M.

The Director, CSIR-NIIST, Thiruvananthapuram, reserves the right to accept or reject any or all bids either in part or in full without assigning any reasons thereof.

**CONTROLLER OF ADMINISTRATION**



**TERMS & CONDITIONS & INSTRUCTIONS TO BIDDERS**

1. Tenders are invited from Security agencies/contractors registered under the Private Security Agencies(Regulation) Act 2005 . Proof of registration must be submitted along with the Technical - bid.
2. The Companies should have registered themselves with EPF / ESI / Service Tax / Income Tax authorities and submit proof of such registration.
3. The tenderer must have carried out one work of annual value of Rs.28,00,000/- or two works of annual value of Rs. 17,50,000/- or three works of annual value of Rs. 14,00,000/- in the last three years for providing security services .
4. The Security agency must have not less than 60 men on rolls and has a current contract with any major institutions like Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs / Large industrial / Educational campuses/ Reputed Companies. Copies of the contract with the contact numbers, addresses along with certificate of satisfactory performance must be attached with the Technical bid (see Sl.No.9 of Model Response Format for Technical Bid).
5. The agency should provide its personnel with seasonal and protective clothing, torches, lathies, rain coats, Gum boots, etc., as are required normally by security personnel.
6. Documents comprising the bid - The bids are to be submitted in two parts i.e. Technical bid and Price bid. Technical bid should be accompanied by EMD of ` 70,000/- (Rupees seventy thousand only) through Demand Draft drawn on nationalized / Scheduled bank in favour of Director, CSIR-NIIST payable at Thiruvananthapuram. Tenders without EMD will be summarily rejected.EMD will be refunded in respect of unsuccessful tenderers. The Technical bids should not contain the rates and should contain the details asked for in the model response format attached. **No Exemption from EMD is allowed.**
7. The prospective tenderers may satisfy themselves about the requirements by visiting the Institute on any working day (Monday to Friday) between 10.00 A.M to 3.30 P.M. Offers must be firm and no price revision will be accepted during the period of the contract. Any changes in statutory charges shall be payable at actuals.
8. Income-Tax (TDS) at the prevailing rate will be deducted from the monthly bill of the contractor.
9. The contract is initially for a trial period of THREE MONTHS which is likely to be extended for further period of NINE MONTHS subject to satisfactory performance of the work at the same tendered rate. The Tenderer shall execute an agreement on a Non-judicial stamp paper of appropriate value before taking up the contract.
10. Before signing the agreement, the contractor shall deposit 10% of the annual value of the contract after adjusting the EMD as Security Deposit in the form of Bank Guarantee / Fixed Deposit Receipt in favour of Director, CSIR-NIIST which would be released on expiry / termination of the contract and completing all contractual obligations.

11. The contractor shall have the necessary licence under the Contract Labour (Regulation and Abolition) Act 1970 from the competent authority and should obtain the same in relation to CSIR-NIIST within one month of award of contract.
12. Tenders shall remain valid for 90 days after the date of opening. In exceptional circumstances CSIR-NIIST may request the Tenderer to extend the period of validity.
13. The Tenders should be sealed and marked as follows. The Technical bid and price bid should be submitted in separate envelopes and marked clearly as "Technical Bid" and "Price Bid". **The outer envelope containing the Technical bid** along with EMD and price bid shall be addressed to " The Director, CSIR-National Institute for Interdisciplinary Science and Technology , Thiruvananthapuram " and shall indicate the tender number and due date. The tender may be sent by post or dropped in person in the Tender box kept for this purpose in the office of COA at CSIR-NIIST. If the outer envelope is not sealed and marked as required, CSIR- NIIST will assume no responsibility for the bid's misplacement or premature opening.
14. The Tender must be submitted as per the deadline detailed in the NIT. Any bid received in CSIR-NIIST after the deadline will be rejected and returned unopened to the bidder. CSIR-NIIST is not responsible for postal delay of any kind.
15. Before the award of work, if any tenderer withdraws his bid within the validity period (validity period = 90 days) or makes any modification in the terms and conditions of the bid which are not acceptable to the department, then the Council shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% (fifty per cent) of the earnest money absolutely. After award of work, if any bidder withdraws his bid or fails to take up the work, the EMD will stand forfeited fully.
16. During the technical evaluation of the bid, CSIR-NIIST may ask for any clarification relating to technical details. The request for clarification will be in writing and the response shall also be in writing. No other correspondence regarding the status of the bids will be entertained.
17. If any relative of the tenderer is an employee of CSIR-NIIST the name, designation and relationship of such employee shall be intimated to the Director, CSIR-NIIST, Thiruvananthapuram, in writing while submitting the tender.
18. The Technical bid and Price bid must be in the model response format as enclosed.
19. The rates quoted must not be less than the minimum wages prescribed by the State Govt. / Central Govt. whichever is higher. The contractor is free to quote higher than minimum wage to enable him to execute the work as per the terms and conditions of agreement/NIT.
20. The Director, CSIR-NIIST, Thiruvananthapuram reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding.
21. The Successful tenderer should open Local Office at Thiruvananthapuram if not existing for effective- coordination/ execution of the work.
22. Successful tenderer should complete the formalities like signing of agreement and payment of security deposit 15 days before the commencement of the work.
23. The contractor should parade the full strength of guards and supervisors in uniform.
24. The contractor has to deploy Ex.Serviceman/Ex- Para military forces personnel / fully trained civilian below the age of 50 years..



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(Council of Scientific & Industrial Research)  
THIRUVANANTHAPURAM – 695 019.

**TECHNICAL BID**

**Technical Bid for the work" Regulation of movement of men, materials and vehicles at the entry and exit points of the Institute and guarding of vital installations at CSIR-NIIST, Thiruvananthapuram**

(To be filled-up and signed by the Tenderer)

(This format is to be used in your letter head/stationery. The order in the format must be strictly adhered to. No rates must be quoted in the Technical bid. Bidder who quotes the rate in the Technical bid will be rejected as non-responsive. Tenderers are required to number **all the pages of the Technical Bid** in BLACK/BLUE INK and indicate the TOTAL page number below and append signature at the end of this response format. )

**TOTAL PAGES OF TECHNICAL BID: -----**

Sl. No.	Technical Requirement	Details of Compliance by the Agency	Please write the corresponding page number(s) of your technical bid for reference.
1.	Tender Document fee details (Rs.520/-)		
2.	EMD Details ( Rs.70,000/-)		
3.	Registration under Private Security Agencies(Regulation) Act, 2005		
4.	Licence issued under contract Labour (R&A) Act, 1970.		
5.	Service tax registration certificate		
6.	EPF Registration No		
7.	ESI Registration No.		
8.	Income Tax PAN card Copy		
9.	Clientele, background and reputation		
10.	More than 60 men on rolls having experience in security work with names.		
11.	At least three years experience in the field. Copies of the <b>balance sheet</b> for the last three years must be attached in the Technical bid.		
12.	<b>one work of annual value of Rs. 28,00,000/- or two works of annual value of Rs. 17,50,000/- or three works of annual value of Rs.14,00,000/-</b> in the last three years in Security Services in major Institutions like Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs / Large Industrial Educational Campuses / Reputed Companies		
13.	Capability to provide wireless communication equipment to the security personnel.		
14.	<b>Have your firm ever been debarred by any Court of law OR penalized by any Government/CSIR/Private organization?</b>		

Place:

Date:

Signature of the Tenderer  
Name & Address of the Tenderer with Office Stamp



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(Council of Scientific & Industrial Research)  
THIRUVANANTHAPURAM – 695 019.

**PRICE BID**

**Name of the work:** “Providing Security Services, Regulation of movement of men, materials and vehicles at the entry and exit points of the Institute and guarding of vital installation CSIR-NIIST, Thiruvananthapuram

Sl..No.	Description of work	No. of Security personnel in three shifts a day	Rate per person per month	
			Security Guard Rs.	Security Supervisor Rs.
1	Security Services at CSIR-NIIST, Thiruvananthapuram	1. Wage(Basic+DA)		
		2. 1/6 <sup>th</sup> of wages for weekly off/leave reserve		
		3. Wages for 3 national holidays in a year.		
		4. Bonus at 8.33% of Rs.3500.00 (maximum)		
		5. 1/6 of Bonus		
		6. Contractor's service Charges per month on Wage only ( in Percentage)		
		7. Uniform charges		
		Total		

NB: Statutory charges of EPF, ESI and Service Tax will be paid as per rates in force.

We confirm that:

The rates quoted are not less than the minimum wages prescribed by the State Govt/Central Govt. whichever is higher. (The contractor may quote higher than minimum wages, if required, so as to enable the contractor to execute the work as per the terms of conditions of NIT/agreement)

Place:

Date:

Signature of the Tenderer

Name & Address of the Tenderer with Office Stamp



# AGREEMENT FOR SECURITY SERVICES IN CSIR-NIIST, THIRUVANANTHAPURAM

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 Bhavan", 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-NIIST, Thiruvananthapuram is desirous of giving a job contract for "Providing security services, Regulation of movement of men, material and vehicles at entry points of the Institute and guarding of vital installations at CSIR-NIIST, Thiruvananthapuram., which is a constituent unit of CSIR (hereinafter referred to as INSTITUTE) and whereas the Contractor has offered to provide the said 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 / 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 INSTITUTE. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS the INSTITUTE has agreed to award the contract of work of security arrangements and to keep a strict watch and ward of the land and properties as mentioned in Annexure A.

AND WHEREAS the Contractor has agreed to furnish to the INSTITUTE a security deposit of \_\_\_\_\_ by way of Bank Guarantee or 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 CSIR-NIIST shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing security arrangements, the Contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with Director of the INSTITUTE 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 INSTITUTE or the officer designated by the Director in this respect from time to time.
3. That the Director of the INSTITUTE 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 persons on the report of the INSTITUTE in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the INSTITUTE, in case of any of the aforesaid acts on the part of the said person.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to INSTITUTE and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948 Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the INSTITUTE 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 INSTITUTE 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.

## **B. CONTRACTOR'S OBLIGATIONS:**

1. That the Contractor shall provide security and keep watch and ward of the land and properties as detailed in Annexure-A as deemed fit by him in consultation with the INSTITUTE.
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 not below 18 years of age and preferably below the age of 50 years. Persons so engaged for security shall be from amongst the **retired/released ex-service/trained civilians personnel** of integrity and good conduct
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 INSTITUTE 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.
1. 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 INSTITUTE. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorize 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 INSTITUTE shall make suitable arrangement to ensure compliance.
5. The Contractor shall report promptly to the INSTITUTE 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 moveable and immovable of the INSTITUTE and if there is any loss to the INSTITUTE 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 INSTITUTE.

6. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to the INSTITUTE and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948 Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the INSTITUTE 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 INSTITUTE 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, Service tax towards the persons deployed at INSTITUTE's buildings in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
8. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions as approved by the DG (Resettlement).
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 INSTITUTE.
10. That the Contractor shall make the payments of wages, etc. to the persons so deployed in the presence of representative of the INSTITUTE by 7<sup>th</sup> of every month and shall on demand furnish copies of wages register/muster roll, etc. to the INSTITUTE 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 the INSTITUTE in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages, and terms of 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 Khaki shirt, 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/Institute.
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 the INSTITUTE.
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 Establishments 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 Contact 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, they shall without

prejudice to any other liability pay to the Director of the INSTITUTE a sum as may be claimed by the INSTITUTE.

### **C. INSTITUTE'S OBLIGATIONS:**

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of `..... on ..... basis. Such payment shall be made within 7 working days of the month on receipt of the bills raised by the contractor and duly certified by the officer designated by INSTITUTE in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by INSTITUTE to the Contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Authority from time to time shall be payable by the INSTITUTE to the Contractor.
2. That the INSTITUTE shall reimburse the amount of service tax and claims towards statutory payments on production of documentary evidence of remittance of said amount to the prescribed authorities.

### **D. INDEMNIFICATION:**

1. That the Contractor shall keep the INSTITUTE 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 primarily responsibility of the Contractor to contest the same. In case the INSTITUTE is made party and is supposed to contest the case, the INSTITUTE 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 shall ensure that no financial or any other liability comes on the INSTITUTE in this respect of any nature whatsoever and shall keep the INSTITUTE indemnified in this respect.
2. The Contractor shall further keep the INSTITUTE indemnified against any loss to the INSTITUTE property and assets. The INSTITUTE 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 / LAIBILITES:**

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 gone done from another agency at their risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

### **F. COMMENCEMENT AND TERMINATION:**

1. That this agreement shall come into force w.e.f. .... and shall remain in force for a trail period of three months. 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 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 INSTITUTE
  - 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 INSTITTUE.

**G. ARBITRATION:**

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.
2. The award of the arbitrator shall be final 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-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 the 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  
The Contractor \_\_\_\_\_

For and on behalf of  
Council of Scientific & Industrial Research  
Anusandhan Bhavan  
Rafi Marg, NewDelhi-110001.

WITNESS

1.

2.

**SCHEDULE OF WORK**

The Schedule of work to be performed by the contractor is as follows:

- a. to provide security at all vulnerable points round the clock
- b. to ensure safety and protection of all installations and materials from theft, fire and pilferage.
- c. to detect/trace persons involved in any theft and report to the competent authority immediately.
- d. Screening and recording of all incoming/outgoing persons/materials/ vehicles at the entry points of the Institute
- e. To check all temporary and permanent material passes for validity, authentication, description & quantity and to maintain proper record.
- f. Issue of passes to visitors and regulate movements of contract workers
- g. Checking and reporting of actual/attempted pilferages
- h. Introduction and implementation of anti-theft measures
- i. To check all entrants for their identity and prevent entry of unauthorized persons in the campus
- j. To maintain liaison with Police officials and fire brigade personnel
- k. To attend to any emergency, fire, accident etc. irrespective of the duty hours.
- l. To carry out other orders/instructions for the safety and security, as and when issued by Director, NIIST or the Officer authorized by him.
- m. To prevent dogs and pigs and cattle entering the campus area.