



CSIR-CENTRAL DRUG RESEARCH INSTITUTE
(Council of Scientific and Industrial Research)
Sector 10, Jankipuram Extension Sitapur Road, Lucknow-226 031



No. CSIR-CDRI/Security/2019-20/Gen

Date: 26.06.2019

NOTICE INVITING E-TENDER

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

E-tender is invited online under Two-Bid system from the registered security agencies, having capacity to provide Ex-servicemen personnel to perform the security duties of the premises of CSIR-Central Drug Research Institute, Lucknow on contract basis.

1.	Estimated annual cost	Rs. 1.4 Crore
2.	NIT publishing date	26.06.2019
3.	Cost of the Tender Document & EMD	Rs.1180/- (GST 18% included) Rs 280000/-
4.	Document downloading start date on https://eprocure.gov.in/epublish/app	26.06.2019 to 11.07.2019
5.	Tender submission online end date	11.07.2019 up to 3.30 PM
6.	Bid (Technical Bid) opening date	12.07.2019 at 3.30 PM
7.	Date of opening of Price Bid	Will be informed after evaluation.

Security Agency should have registered under Private Security Agencies (Regulation) Act 2005 and UP Private Security Abhikaran Rules 2009 or Directorate General Resettlement at any stage and also have registered under Contract Labour (Regulation & Abolition) Act 1970, ESIC, EPF, PAN No. and GST & successfully carried out at least three security contracts (by providing Ex-Serviceman only) each amounting to 40% or **two security contract** each amounting to 60% or a single security contract amounting to 80% of estimated cost per annum during the last five years in CSIR National Laboratories/Govt./Semi Govt./Autonomous Bodies of repute are eligible to apply.

Security Agencies fulfilling the above conditions & having their office in Lucknow may apply online tender to Director, CSIR-Central Drug Research Institute, Lucknow. Tender Document & other terms & conditions can be downloaded from CSIR-Central Drug Research Institute website: <https://www.cdri.res.in> or CPP Portal <https://eprocure.gov.in/epublish/app> and Director, CSIR-CDRI reserves the right to accept or reject any or all the tenders received, without assigning any reason thereof. In case of holiday on any particular day, the said action date will be the next working day at same time.

Administrative officer

DETAILS OF Tender Document Cost and EARNEST MONEY TRANSFERRED ONLINE
(To be filled by the Contractor)

CDRI Bank A/C detail: Director, CDRI, No. SB-30269374557 , IFSC code -SBIN0010174

Online payment of Rs.....& Rs.....

Online paid on Transaction No.
Details of Transaction&
Date.....

Signature of contractor

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The Security Agencies will engage only Ex-servicemen up to 55 years of age& supervisor below 60 years, however 10 % trained civilian can be deployed with the approval of Director, CSIR-CDRI and Security agency will use its best endeavor's to provide security to the buildings, guest houses, AC Plants, Electric Sub-Station, Tube-wells, equipment's, R&D area, materials and the old building premises of CSIR-Central Drug Research Institute including monitoring and guards should have knowledge of Hindi & English &be technically sound enough to monitor surveillance of the premises etc.

ELIGIBILITY OF THE BIDDERS

1. The security agency should be in the contract security & intelligence business for at least 5 (five) years consecutively and having experience to provide only Ex-Service Man as desired in tender document.
2. The security agency should have all registrations required for Security Services & as per Rule /Tender documents.
3. The security agency should have up-to-date Income Tax & GST Clearance.
4. The Agency should have minimum 100 Ex- Serviceman on its payrolls during last 5 Years.
5. The Agency has to produce Satisfactory Performance certificate from organizations where the contractor has provided Security service during the last five years.

PREPARATION OF BIDS

1. The Bidder shall quote service charge (Contractor's profit) in percentage in online price bid on minimum wages (excluding Taxes, EPF, ESIC, GST etc) only.
2. Conditional bids/offers shall be summarily rejected.
3. The contract shall be valid initially for a period of one year. The Director, CSIR-CDRI reserve the right to curtail the period of contract if the services provided by the contractor are not found satisfactory or extend the period for another one year on the same terms and conditions as may be agreed to mutually on founding the security services of the contractor satisfactory during the period of contract.

Only these Documents to be attached online with tender (PDF)

Please ensure to attach all self attested documents signed by the proprietor/authorized person(s) of the firm/agency.

1. Whole tender documents / NIT
2. Copy of PAN Card, GST Certificate of firm.
3. Copy of all Certificates like Registration / License of the Agency/Firm, EPF, ESIC, Private Security Agencies (Regulation) Act, 2005 and UP Private Security Abhikaran Rules 2009, Labour License under CL(R&A) Act, 1970 and registration with DG resettlement at any stage & other certificates like experience for Ex-Serviceman as mentioned in Tender document & agreement.
4. Copy of **CHARACTER AND ANTECEDENT CERTIFICATE** of Contractor issued by District Magistrate should be valid on the date of opening of tender and should remain valid for one year.
5. Dully filled Annexure I & II.

Contractor has to produce all original documents for verification before award of contract (on the date fixed by the Director, CSIR-CDRI) & no further time will be given & if contractor unable to produce original documents or any document found forged/false or wrong information has been provided by contractor during online tendering, the tender will not be awarded and EMD will be forfeited and agency may also be black listed from CSIR.

OPENING AND EVALUATION OF TENDERS

1. After opening of technical bid all online attached documents will be checked by our authorities.
2. The bid of any bidder who has not complied with any conditions of the tender prescribed in the terms and conditions will be summarily rejected.
3. Tender will be rejected if any document not attached or validity of certificate / document has been expired & no further chance/correspondence will be made.
4. All Security agencies that will fulfill the Tender terms & conditions will be qualified for the opening of price bid; however, price bid will be opened after verification of original documents, as mentioned above.
5. All Technically qualified contractors will be called for verification of Original documents on fixed date.
6. Contractor has to produce all original documents as asked/required as per Tender Document on fixed date, no extension will be given.
7. Tender will be disqualified, if original document not produced on fixed date.

AWARD OF CONTRACT

1. The price bid of all technically qualified contractors will be opened.
2. **If any bidder/contractor quotes "Nil" charges/consideration over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered.**
3. In case of same/equal price bid quoted by more than one bidder the preference will be given to;
 - a. Three largest security contracts (in turnover during 2016-17, 2017-18, 2018-19) in govt. /semi govt. /autonomous bodies during last 3 years only will be compared, the firm having highest total turnover in these contract will be given preference. (Please also note that experience to provide only Ex-Service Man will be considered. Turnover in banking institutions will not count).
 - b. The contractor who has paid timely wages to their guards within 7th day of the following month in their previous contract (as mentioned in point No. 3 a.) during Jan-2019 to April-2019, Will be given preference. (The proof in this regard like online transaction details & bank statement of last four month & Certificate from concern Dept. has to be submitted when asked; (This condition will be applied if decision could not be taken by point 3 a. above).
4. All documents like Character & Antecedent / labour license /EPF /ESI registration etc. which are required as per NIT /contract has to be valid on the date of submission of tender otherwise tender will be disqualified and no further correspondence will be made, any document issued after date of submission of online tender will be rejected & has to be produced at the time of verification on fixed date.
5. The successful bidder shall be required to furnish a Performance Guarantee **within 15 days** of receipt of Award Letter for an appropriate amount in the form of Bank Guarantee/FDR from a bank in favour of Director, CSIR-Central Drug Research Institute, Lucknow. The Performance Guarantee should remain valid for a period of 180 days beyond the date of completion of all contractual obligations. In case, the contract period is **extended** further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.
6. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Performance Guarantee.
7. Experience Certificate only for Ex-Serviceman issued by concern authorized department should be attached, in which period of contract, amount of contract should have been clearly mentioned, please also insure that signature & Designation of issuing authority & address of office should be clear & legible, only certificate related to Security contract and for Ex- Serviceman within last 5 years has to be attached online (mentioned in Annexure - II) and has to be produced in original at the time of verification., un necessary experience certificate if Ex- Serviceman not mentioned & other then National Laboratories /Govt. /Semi Govt. / Autonomous Bodies should not be mentioned /attached.

8. The Bid shall remain valid for acceptance for a period of 90 days from the last date of submission of tender.
9. Self attested copy of Electronic Challans cum Returns (ECR) of last 5monthsshould also be submitted for verification before award of contract, but need not to be submitted along with online tender.
10. Tender will be awarded only after completing all formalities of tender documents and after providing details of Ex Serviceman to be deployed in CSIR-CDRI & complete dress etc.
11. Contractors having their establishment / office in Lucknow, should only apply and they have to mention their local address in annexure -I

ANNEXURE-I
Check List for Technical bid qualification.

Sl. No.	Details	Description
1	Name & Address of firm/ Agency	
2	Mobile No.	
3	E-mail Id.*	

*(Please ensure to check email etc since all correspondence will be made through email & above address)

Sl. No.	Documents asked for	Checked by Contractor	Checked by CDRI
1.	Cost of tender document of Rs.1180/- (including GST)		
2.	Registration No. of the Firm/ Agency		
3.	Certificate of DG resettlement at any stage		
4.	Duly filled and signed Annexure I & II.		
5.	CHARACTER AND ANTECEDENT CERTIFICATE		
6.	Copy of PAN Card issued by Income Tax Department		
7.	Copy of previous three financial Year's Income Tax Return filed in the Income Tax Department		
8.	Contract Labour Licence issued under CL(R&A) Act.		
9.	Private Security Agencies Regulation Act, (PSARA) Certificate		
10.	E.P.F. Registration .		
11.	ESIC Registration.		
12.	GST Registration.		
13.	Experience Certificates from concerned Department. [successfully carried out at least three security contracts (by providing Ex-Serviceman only) each amounting to 40% or two security contract each amounting to 60% or a single security contract amounting to 80% of estimated cost per annum during the last five years in CSIR National Laboratories/ Govt./Semi Govt./ Autonomous Bodies of repute are eligible to apply].		
14.	Details of Bid Security deposited Online: (a) EMD Amount (b) Details of online transaction (c) Name of Bank		
15.	Authorization Certificate, if any		
16.	Any other information		

This is to certify that I/We have read and fully understood all the terms and conditions contained herein before signing this tender document and undertake myself/ourselves to abide by them.

(Signature of the bidder/Authorized person)

Name:

Designation:

OTHER CONDITIONS

1. Memorandum of Understanding has to be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
2. **Nomination of one of the members of the partnership, consortium or joint venture** to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
3. The bidder shall submit full details of his ownership and control and shall submit the
4. Certificate of incorporation along with its Memorandum of Articles of Association, if it is a Company or Society etc.
5. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and insure that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the CSIR subsequently finds to the contrary, the Director, CSIR-CDRI reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract if already awarded to the Bidder to be null and void.
6. Attendance of the security personals has to be made through BIOMETRIC (Aadhar Based) and Security register, both of these has to be provided by contractor before commencement of work at his own cost. The control of biometric attendance shall reside also with CSIR-CDRI.

VISIT TO CSIR-CDRI

1. The bidder is advised visit the premises of CSIR-CDRI and acquaints himself/them with the operational system. However, it shall be deemed that the contractor has undertaken a visit to the CSIR-CDRI and is aware of the operational conditions prior to the submission of the tender documents. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

CLARIFICATION FOR TENDER DOCUMENT

1. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the COA/ AO, CSIR-CDRI before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the CSIR-CDRI should be carried out in writing OR email so.general@cdri.res.in or coa@cdri.res.in
2. Except for any such written clarification issued by the COA/ AO, CSIR-CDRI which is expressly stated to be an addendum to the tender document issued by the CSIR-CDRI, no written or oral communication, presentation or explanation by any other employee of the CSIR-CDRI shall be taken to bind or fetter the CSIR-CDRI under the contract.

BID SECURITY

1. **The Bid Security should remain valid for a period of ninety days beyond the final bid validity period.**
2. Bid securities/ EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
3. Bid Security (EMD) shall be forfeited if the bidder withdraws his bid during the period of validity of the tender or if successful bidder fail to execute the Contract or fail to provide the required number of security personnel or fail to furnish the **required Performance Guarantee within the time frame specified by the Director, CSIR-CDRI.**
4. If any liabilities incurred during or after the end of contract towards Taxes/ EPF/ ESIC/ wages/ OTA/ GST/ bonus from concern department including Interest/ penalties and legal charges etc. has to be paid by contractor only.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employee of the Contractor and all statutory liabilities will be paid by the contractor such as ESIC, EPF, workmen's Compensation Act etc. The list of staff going to be deployed shall be made available to the CSIR-CDRI and if any change is required on part of the CSIR-CDRI, fresh list of staff be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970) EPF, ESIC etc. with regard to the security personnel engaged by him for works. It will be responsibility of the contractor to provide details of manpower deployed by him, in the CSIR-CDRI and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code numbers allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of the employee engaged for the CSIR-CDRI works, is required to be submitted to the CSIR-CDRI. In any eventually, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, CSIR-CDRI is entitled to recover the equal amount from any money due to accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the CSIR-CDRI.
4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the CSIR-CDRI and CSIR-CDRI shall ensure that the contractor complied with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the CSIR-CDRI. While raising the bill, the deployment particulars of the personnel engaged during during each month, shift wise, should be shown.

6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with CSIR-CDRI.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the CSIR-CDRI and shall not knowingly lend to any person or company any of the effects of the CSIR -CDRI under its control.
10. The Security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for on behalf of the Contractor.
13. That in the event of any loss occasioned to the CSIR-CDRI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR-CDRI, the said loss can be claimed from the contractor up to the value of the loss. The decision of Director, CSIR-CDRI will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the CSIR-CDRI may issue from time to time and which have been mutually agreed upon between the two parties.
15. The CSIR-CDRI shall inform the contractor if any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly, the Contractor reserves the right to change the staff with prior intimation to the CSIR-CDRI
16. The contractor shall be responsible to maintain all property and equipment of the CSIR-CDRI entrusted to it.
17. The contractor will be held responsible for the damages/sabotage caused to the property of the CSIR-CDRI due to the riots/mobs attack/armed dacoit activities.
18. The contractor will deploy supervisors (Ex-servicemen) as per the requirement given by the CSIR-CDRI. The Contractor will be bound to carry out the instruction given by the CSIR-CDRI from time to time.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs. 500/- each occasions and habitual offenders in this regard shall be removed from CSIR-CDRI. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. The CSIR-CDRI shall have right to have any person removed in case of staff/visitors complaints or as decided by representative of the CSIR if the

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

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

Force Majeure

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

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

55. The contractor should have round the clock control room service in Lucknow along with quick response teams to deal with emergent situations.

OBLIGATION OF THE CONTRACTOR

56. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the CSIR-CDRI fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
57. Dispute Resolution
- (a) Representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to the sole Arbitration to DG, CSIR or his nominee.
 - (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
 - (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.
Arbitration proceedings will be held at Lucknow only.

JURISDICTION OF COURT

58. The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

ANNEXURE-II

WORK EXPERIENCE FOR PROVIDING EX-SERVICEMAN ONLY

Contractor have to attach experience certificates in online tender & this annexure also has to be filled & attached with online tender, which will be verified at the time of verification.

(Unnecessary/irrelevant experience should be avoided)

Sl. No .	Name & Address of the organization where the Security Agency has provided Security Services (Name & Designation of Issuing authority should clearly be mentioned)	Work Award letter number and date & Value of the work	Duration of the work.	Amount of contract performed through Ex-Servicemen only	Experience certificate No. & Date	Remark If any.

(Signature of the Authorized Person)

Name&Seal:

SCOPE OF WORK FOR PROVIDING SECURITY SERVICES

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

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

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

ANNEXURE-III

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

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

Sl. No.	Jankipuram Extension	Manpower
1	Shift In-charge per shift	03
2	Main Gate (01 guard in A- shift, 01 guard in B-shift, 02 guard in Night-shift & 01 guard in General-shift)	05
3	Admn. Key issue 01 per shift	03
4	Lab. area patrolling 01 per shift	03
5	Colony Gate 01 per shift	03
6.	Gate No.2 (01 guard in Gen. Shift, 01 guard in night shift)	02
7.	01 lady guard for purpose in Genl. shift	01
8.	Entry material, pass section Gen.shift	01
	Total A	03 Security Supervisors, 18 Security Guard

(B) Old campuses of CSIR-CDRI Lucknow

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

Total (A+B) 03 Security Supervisors and (18+ 12) =30 Security Guards.

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

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

ANNEXURE- IV

This price bid is to be submitted online only; hard copy need not be attached.
PRICE BID

(To be quoted by the Bidder online this Performa is for guidance not to be attached with tender documents)

Sl. No	Personnel	Tentative Number of security personnel required per day		
1.	Security Guard	30	(There is no need to quote wages, since the minimum wages as applicable as per govt. Orders will be Paid/reimbursed along with all statutory liabilities i.e. Taxes etc.)	
2.	Security Supervisors	03		
3.	Contractor's profit/Service Charge in % on wages only. (Excluding EPF/ESIC/GST etc.)		In figures <u>Only here you have to quote Service Charge online.</u>	In words

Note: -

(Contract will be awarded after the verification of all documents and technically qualified & lowest Service quoted by the contractor)

1. Wages rate for Security Supervisor & Security Guard will be payable as per DG resettlement minimum wages as applicable from time to time only for ex-Serviceman deployed.
2. In case of deployment of non ex-serviceman the rates of Skilled & Semiskilled worker will be paid. The Security Guard will be considered under the Semi-skilled category and Security Supervisor under the skilled category, if non Ex-Serviceman deployed by the contractor. The Bidder must quote only his Service Charge in %, if the minimum wages are revised by the Ministry of Labour, Government of India, the incremental wages, if any applicable, will be paid. All statutory liabilities like EPF, ESIC, and GST etc will be reimbursed by CSIR-CDRI on production of proof as per Govt. Rules.

Signature of the bidder
Name & Address of the bidder

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

ANNEXURE-V

1. The Security of the Laboratory/Institute will be the responsibility of the Director of the Laboratory/Institute., however where two Laboratories/Institutes are housed in the same campus, the responsibility for managing the Security will be of the Laboratory to which campus belongs:
2. Director of the Laboratory/Institute may constitute a Security Committee under the Chairmanship of Senior Scientist with Controller of Administration/Administrative Officer, Controller of Finance & Accounts/Finance & Accounts Officer and Security Officer/Security Assistant as Member-Convener, which may review the Security arrangements of the Laboratory/Institute from time to time and based on its recommendations the Director may take suitable action to strengthen the Security system. In the absence of Security Officer/Security Assistant one of the Section Officer (Gen.) looking after the work of Security may be included as Member-Convener in the Security Committee.
3. Security points may be identified keeping in view the Security aspect, actual requirements, economy instructions issued by the Government from time to time.
4. During the office hours, Security duty points may be reduced to bare minimum to curtail expenditure.
5. After the office hours Security points may be identified and some of the gates/buildings could be closed to ensure economy in expenditure, at the same time keeping in view the safety of the campus and its property, with a provision for night patrolling. Ministry of Home Affairs instructions contained in circular No. I-25016/15/2006-SSD circulated vide CSIR letter No. 14(6)/1/86-EII dated 7.8.2006 regarding entry of visitors after office hours may be strictly followed.
6. Security Guards may be deployed in the colonies for vital installations such as power house, water tanks/pumps etc. specifically during night, when the operators are not on duty;
7. The Security Contractor may be given freedom to bring his own Security Guards or re-appoint the Security Guards deployed by the earlier Contractor on ensure that no liability on this count should come on CSIR-CDRI in respect of workers deployed by him.
8. Duty points will be specified for security contract to ensure deployment of Security Guards by the Contractor. It is necessary to specify the number of Security Guards/Security Supervisor to be deployed by the Contractor in the award letter and agreement so as to keep a check on statutory provisions of Labour Laws such as remittance of ESI & EPF etc. in respect of workers deployed by the Contractor. The Contractor should ensure that Security Guards/Security Supervisors are deployed for eight hours duty with provision for weekly off.
9. The Labs. /Instts will ensure that expenditure should not exceed the budget allocated by CSIR.
10. AS far as possible, it should be ensured that only Ex-Servicemen to be deployed by Security Contractor. This should be specified in the NIT and the contract agreement.
11. It shall be specifically provided in the NIT that the monthly rates payable to the workers of the Contractor should be the one fixed by the Central Government or the State Government, whichever is higher and that the contractor shall provide uniform etc to the Security Guards/Security Supervisors.

12. The work of the Contractor shall be supervised by the Contractor himself or his authorized representative/Security Supervisor. The Contractor shall review the Security arrangements of the Lab./Instt. in consultation with the Director or his nominee or Security Committee from time to time.
13. The Laboratory/Institute shall also get itself registered under Contract Labour (Regulation & Abolition) Act, 1970.
14. The contract shall be awarded only to registered Contractors holding valid license under Contract Labour (Regulation & Abolition) Act, 1970. Certificate in form V may be issued to the Contractor for obtaining license as provided under Contract Labour (Registration and Abolition) Central Rules, 1971.
15. The wages to the workers deployed by the Contractor shall to be disbursed by the Contractor himself or his nominee online only, who will sign the payment register.
16. The Contractor shall maintain all records of the workers deployed by him in the Laboratory/Institute as required under the various Labour Laws and the Laboratory/Institute should not intervene in such matters.
17. It may be ensured that the Contractor has his own code number under the EPF & ESI Act, and the amount recovered on this account is deposited by Contractor with the respective authorities.
18. The Lab./Instt. shall ensure that agreement as per draft agreement is executed by the Contractor immediately after the award of the work.
19. As it mandatory for the Contractor to pay minimum wages as fixed by Central Government or State Government, whichever is higher, plus the statutory dues like ESI, EPF, Bonus, Service Tax etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evolution.

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

Agreement to be signed

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

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

This AGREEMENT made on this _____ day of _____ between the **COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH**, a Society registered under the Societies Registration Act and having its office "Anusandhan Bhawan," Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

And

M/s _____ at _____
_____ (hereinafter referred to as Contractor) of the OTHER PART.

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

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

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

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

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

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

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-‘A’ as deemed fit by him in consultation with the Director, CSIR-CDRI or his nominee.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 55 Years for security duties only Ex-servicemen having integrity and good conduct are to be deployed by the contractor.

3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the person deployed by him in the premises of the CSIR-CDRI. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR-CDRI to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any. The controller of Administration/AO of the Lab shall make suitable arrangement to ensure compliance.
5. The Contractor shall report promptly to Director/designated officer of the Lab. any theft of pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets moveable and immovable of the Lab and if there is any loss to the Lab on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the Lab.
6. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and /or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR-CDRI shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
7. That the contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-CDRI Lab building in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
8. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from

time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.

9. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of Lab.
10. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-CDRI and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-CDRI for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour laws, having regard to the duties of CSIR-CDRI in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
11. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc. The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab.
12. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CDRI.
13. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, CSIR-CDRI a sum as may be claimed by CSIR-CDRI.
14. Contractor must have their office/establishment in lucknow.

C. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of **Rs.**on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by CSIR-CDRI in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR-CDRI to the Contractor.
3. That the payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Director General of Resettlement, Ministry of Defence (Govt. of India) from time to time shall be payable by the CSIR-CDRI to the Contractor.
4. That the CSIR-CDRI Lab shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account to the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
5. The security deposit will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

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

E. PENALTIES/ LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, CSIR-CDRI in this behalf, a penalty leading to a deduction **up to a maximum of 10% of the total amount of bill for a particular month will be imposed.**
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss damage if any, sustained by the Laboratory/Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

F.COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f _____ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:
 - a) On expiry of the contract period as stated above
 - b) By giving one month's notice by the CSIR-CDRI on account of
 - i) Committing breach by the Contractor of any terms and conditions of this agreement
 - ii) Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the Director of CSIR-CDRI, Lucknow
 - c) On Contractor being declared insolvent by competent Court of Law.

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

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

G.ARBITRATION

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Director-General, CSIR or his nominee.
2. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the

Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The expression Director, CSIR-CDRI shall mean and include an acting/officiating Director.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under the clause.

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

For and on behalf of The Contractor

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

Witness

Witness

1.....

1.....

2.....

2.....

COUNTERSIGNED