

# CSIR-Institute of Genomics & Integrative Biology

Mall Road, Delhi 110007.

Advt. No. CSIR-IGIB/SECURITY/02/2016

## NOTICE INVITING TENDER

### **ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES**

Sealed Tenders are invited under Single Bid system from Security Agencies holding valid license under Contract Labour (Regulation & Abolition) Act, 1970 and under The Private Security Agencies (Regulation) Rules, 2009, Registered with EPFO, ESIC, and Department of Revenue for Service-Tax. The Security agency must have an average annual turnover of Rs. 1 Crore or more for only Security works in last 3 consecutive years and have also successfully carried out at least three security contracts during the last 3 years, in Govt. /PSU's/Autonomous Bodies.

Detailed Tender documents can be obtained against a written request quoting Advertisement number accompanied by submission of self attested documents as per General condition clause 4 of this NIT along with a crossed demand draft/Pay Order for Rs. 1000.00 from any scheduled bank drawn in favour of Director, IGIB, payable at Delhi from the office of Sr. Security Officer.

Estimated Cost (Rs.)	EMD @2% (Rs.)	Sale of Tender		Date of Opening Tender	Period of Contract
		Start Date	Closing Date		
1,34,58,612	2,75,000	08/09/2016	19/09/2016	21/09/2016	1 Year

This advertisement and detailed tender documents are also available on CSIR-IGIB website: [www.igib.res.in](http://www.igib.res.in) Downloaded tender documents will not be accepted.

**The Director, CSIR-IGIB reserves the right to accept/reject any or all the Tenders without assigning any reason.**

**Controller of Administration**

# TENDER DOCUMENT

ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES  
AT  
CSIR -IGIB, Mall Road / Mathura Road  
Campuses, Delhi



LAST DATE FOR SALE OF TENDER DOCUMENTS	:	19/09/2016 (Up to 1400 Hrs)
LAST DATE & TIME FOR SUBMISSION OF TENDER	:	21/09/2016 (Up to 1100 hrs.)
DATE AND TIME OF OPENING OF TENDER	:	21/09/2016 (1130 hrs.)

**CSIR-Institute of Genomics & Integrative Biology**

Mall Road, Delhi 110007.

Tele: 011-27666422, Fax : 011-27667471

# CSIR-Institute of Genomics & Integrative Biology

Mall Road, Delhi 110007.

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### ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES IN CSIR-IGIB MALL ROAD & MATHURA ROAD CAMPUS, NEW DELHI

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**Note:**

Tenderer should confirm that they have received all the above papers/ documents. The nature of job and Job requirements can be seen personally by visiting respective campuses of CSIR-IGIB at Mall Road, Delhi-11007 and Mathura Road, New Delhi-110020 by the tenderer.

DD Number (Rs. 1000/- as tender fees) -----dated -----/-----/2016 issued by branch-----  
-----.

Tender issued to:

M/S.....  
.....  
.....

(Signature of the officer-issuing Tender)

# CSIR-Institute of Genomics & Integrative Biology

Mall Road /Mathura Road, Delhi.

## General Conditions

1.	Council of Scientific and Industrial Research-Institute of Genomics & Integrative Biology invites tenders under Single Bid from Security Agencies holding valid license under Contract Labour (Regulation & Abolition) Act, 1970 and under The Private Security Agencies (Regulation) Rules, 2009, and registered with EPFO, ESIC, and Department of Sales & Service-Tax. The Security agency must have an average annual turnover of Rs. 1 Crore or more for only Security works in last 3 consecutive years and have also successfully carried out at least three security contracts during the last 3 years, in Govt. /PSU's/Autonomous Bodies.
2.	The contract will be initially for a period of One year which may be extended further one more year on satisfactory completion of the one year on mutual consent.
3.	Tender Documents along with detailed terms and conditions can be obtained by making an application for issue of tender document on payment of Rs.1000/- in the form of demand draft/ Pay-order drawn in favor of <b>Director, IGIB</b> on all working days <b>up to 19/09/2016</b> between 1000 hrs. to 1400 hrs. from the office of Sr. Security Officer, CSIR-IGIB, Mall Road,Delhi-110007.
4.	<p>Security contractor shall submit all of the following Self Attested copy/documents with no exception failing which Tender will not be issued:</p> <ol style="list-style-type: none"> <li>a) Registration certificate of the Security Agency issued by the appropriate authority.</li> <li>b) Valid labour license from the Regional Labour Commissioner consisting of 50 or more security staff.</li> <li>c) Valid Private Security Agency License issued by appropriate authority under The Private Security Agencies (Regulation) Rules, 2009. Agencies applied for PSARA Licence are not eligible to apply</li> <li>d) Service Tax registration certificate.</li> <li>e) Registration under EPFO.</li> <li>f) Registration under ESIC.</li> <li>g) Proof of security contracts executed in last 3 years in fulfillment of eligibility criteria as at Clause 1 above.</li> <li>h) Complete list of clients for security services.</li> <li>i) PAN Card of the company/firm, Income Tax returns &amp; Audited balance sheet and profit &amp; Loss statement for last three years.</li> <li>j) An undertaking that the security agency has not been blacklisted by any Government Department/PSU's/Autonomous bodies, as on the date of submission of the bid.</li> <li>k) List of the running cases on/of the security agency as on date in any court of the country or submit an undertaking for NIL cases.</li> <li>l) The Security Agency must have its Local office in Delhi NCR.</li> </ol>
5.	The bidder is expected to examine all the instructions, forms, terms and specifications in the bidding documents. The bid shall be liable to rejected without any further reference to the bidder in case of failure to furnish all information required in the bidding document or submission of a incomplete bid in any respect.

6.	The tender is to be submitted in Single Bid should contain the <b>EMD of Rs. 2,75,000</b> and all relevant documents as stated in Sl. No. 4 above., The price offered as per attached 'Rate Schedule' format. The Bid will be opened in presence of the tenderers or their authorized representatives on the date of tender opening.
7.	Tenders received after due date/time or without EMD Tender shall be rejected.
8.	<b>Director, CSIR-IGIB, Delhi-110007</b> reserves the right to accept or reject any or all the offers without assigning any reason.
9.	Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
10.	The tenderer shall not be permitted to tender for works in CSIR-IGIB if a relative is posted in the grade of Controller of Exam. / Deputy Secretary/Under Secretary/SO or Junior Engineer. He shall also Intimate the name of the persons who are working with him in any capacity and are relatives as mentioned above.
11.	Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's Husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.
12.	The tenderer has to quote only the Service Charge in % (Figures only) on the total amount including ESI, EPF, Leave Reserve (1/6), Bonus etc. <b>Note: As per the notification issued by Ministry of Finance, Department of Expenditure, vide, OM No. 29(1)/2014/2014-PPD2 dated 14 Sept. 2014, firm quoting less than 1%, their bid will be treated as unresponsive and will not be considered.</b>
13.	The tenderer should quote the rates after assessing the work requirement.
14.	Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter.
15.	Except quoting Service Charge (in percentage only), the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders, failing which the tender will be treated as disqualified
16.	The Tender submitted by the tenderer shall remain valid for acceptance for a period of three months from the last date of submission of tender. The tenderer shall not be entitled during the said period of three months to revoke or cancel his tender or to vary the tender or any terms thereof.
17.	All notice, communications, reference and complaints made by the Security Agency or the Contractor Concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
18.	Bid must be received by the employer at the address specified above not later than the date and time Specified date for the submission of bid being declared the holiday by the Govt. /Director CSIR-IGIB. The bid will be received up to the appointed time on the next working day.
19.	The Security Agency shall indemnify the Director CSIR-IGIB. For all losses/damages, whatsoever and shall be solely responsible for consequences of any untoward, uncalled for and unforeseen circumstances including accidents, if any.
20.	The Director CSIR-IGIB does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.



## TERMS AND CONDITIONS:

- 1) **Period of Contract:** The contract will be initially for a period of one year which may be extended further for one more year with mutual consent.
- 2) **Ernest Money Deposit (EMD):** The **EMD of Rs. 2,75,000.00** in the form of Demand Draft from any scheduled bank drawn in favor of Director IGIB must accompany. The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance within 15 days from the date of work order
- 3) **Bank Guarantee:** A Bank Guarantee of **10%** of the total order value should be furnished by the successful bidder from any scheduled bank as security deposit. The Bank Guarantee shall be kept with Director CSIR-IGIB for a period of contract and shall be released after the successful completion of the contract.
- 4) The offers submitted by downloading from website ([www.igib.res.in](http://www.igib.res.in)) shall not be considered.
- 5) All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
- 6) The requirement of security personnel will be purely need based. Therefore, the requirement may be increased or decreased as per need. The Director CSIR-IGIB will be under no obligation to hire any specific number of security personnel during the period of contract.
- 7) The Director CSIR-IGIB reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 8) The period of contract shall be initially for one year, and can be terminated by the Director CSIR-IGIB by giving one month notice to the agency.
- 9) If the Minimum wages are revised by the Government of National Capital Territory of Delhi/ Government of India, during the course of contract, the incremental wages, if applicable, will be provided by CSIR-IGIB.
- 10) The pre-receipted bill shall be submitted by the Security Agency in duplicate duly supported by proof of attendance; payment of statutory charges/subscription payment will be made by cheque. Payment will be made against monthly bills supported by requisite documents.
- 11) The rates and prices toward the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 12) The tenderer should have the PAN number and should attach a photocopy of the same.
- 13) The tenderer shall have to execute an agreement with CSIR-IGIB on a non judicial stamp paper of Rs.1000/-.
- 14) The Agency shall have to provide Contact numbers for 24 X 7 hours.

- 15) The draft number of the **EMD of Rs. 2,75,000.00** should be clearly mentioned in the tender document.
- 16) In case of any breach of the terms and conditions of the contract, the Director, IGIB may write to the issuing bank of the bank guarantee for revocation of the same, in addition to any other action which may be taken by the Competent Authority.
- 17) The agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.
- 18) The agency shall indemnify Director CSIR-IGIB against any liability due to noncompliance of statutory obligations by the agency for any reason whatsoever.
- 19) The tender form is not transferable.
- 20) The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 21) Any person who is in Govt. service or an employee of CSIR-IGIB shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
- 22) The agency shall provide statutory benefits to its Security staff.
- 23) Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.

#### **QUALIFYING CONDITIONS:**

Security Agencies shall:

1. Have average **annual turnover of Rs. 1 Crore** or more only for security work in last 3 consecutive years.  
Have successfully executed at least three security contracts of security guards/supervisors during the last 3 years. in Govt. /PSU's/Autonomous Bodies.
2. Have executed in last 3 consecutive years, one similar work of value not less than 80% of estimated cost or two similar works of value not less than 60% of estimated cost or three similar works of value not less than 40% of estimated cost.  
  
Similar work means providing security services alone, in an organization with 50 or more security guards and security supervisors.
3. Tenderer shall have to fulfill all the Qualification Criteria/conditions as mentioned in General Condition, Para 4, is applicable.

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**CSIR-INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY  
Mall Road Delhi-110007.**

Name of the work: **ANNUAL CONTRACT FOR SECURITY SERVICE IN CSIR-IGIB MALL ROAD, &  
MATHURA ROAD CAMPUSES DELHI**

**DETAILED STATUS OF THE FIRM**

1. Name of the firm
2. Address of the Firm
3. Licence No. issued by  
Office of the Labour Commissioner
4. EPFO Account No
5. ESIC Registration No.
6. Annual turnover
7. Proof of Annual turnover
8. Experience (in years)
9. Licence under The Private Security Agencies (Regulation) Rules, 2009,  
Agencies applied for PSARA Licence are not eligible to apply.

(Attach Proof for the above)

## CSIR-INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY

Mall Road Delhi-110007

### \*RATE SCHEDULE

Item No.	Item Description	Security Guards (Skilled)	Security Supervisor (Highly Skilled)
1.	Minimum Wages + VDA per month	As applicable	As applicable
2.	EPF (13.61%)	As applicable	As applicable
3.	ESI (4.75%)	As applicable	As applicable
4.	Bonus @ 8.33%	As applicable	As applicable
5.	<b>Total</b>	As applicable	As applicable
6.	Weekly off/Leave relief 1/6, in lieu of Holidays/National Holidays on SI No. 5 (Subject to revision of Min. Wages)	As applicable	As applicable
7.	<b>Cost per head</b>	As applicable(SI No. 1 to 6)	As applicable (SI No. 1 to 6)
8.	<b>Service Charge</b> (to be quoted in % only, of SI No. 7 above)		
9.	<b>Total</b>	As applicable	As applicable
10.	Service Tax (15%)	As applicable	As applicable
11.	G. Total (per person per month)	As applicable	As applicable

\*Rates to be applicable as per the orders/notification issued by Labour Department, Govt of NCT Delhi,

**Note:-**

1. The tenderer has to quote only Service Charge in % only, on total cost mentioned at SI No. 7 of the Rate Schedule.
2. **As per the notification issued by Ministry of Finance, Department of Expenditure, vide, OM No. 29(1)/2014/2014-PPD2 dated 14 Sept. 2014, firm quoting less than 1%, their bid will be treated as unresponsive and will not be considered.**
3. The **Security Supervisor** will be considered under the Highly **Skilled Category** & **Security Guard** will be considered under the **Skilled Category**.
4. The rates quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Govt. of India, the incremental wages, if applicable, will be provided.
5. The number of manpower required shown above is indicative and the actual quantity may vary.
6. The tenderer shall provide 80% Ex-Servicemen retired from Army, Navy & Air force or from Para Military Force or from trained Home Guards and 20% security staff trained in computers or participated in sports/games/NCC.

7. Contractor shall provide fire safety and first aid programme twice a year and also ensure that all the security staff is fully trained in fire, safety and first aid.
8. The tenderer shall pay 3 national holidays as paid holidays (Independence Day, Republic Day and Mahatma Gandhi ji Birthday) and personnel performing duties on these days shall be paid double wages.
9. The tenderer shall make the payment of bonus to his employees deployed in the institute for security duties along with the monthly wages.
10. The tenderer shall make the monthly wages to his employees on or before 7<sup>th</sup> of each month without waiting for his previous monthly bills to be cleared by the institute for withholding of the bills for whatsoever any reason.
11. The tenderer shall not charge any amount from the security staff in the name of recruitment fee, security deposit, and administrative charge or in the name of uniforms etc. These all the charges are to be included in the service charge.
12. The tenderer shall submit his monthly bills within 48 hrs after making the payment to security staff, in the institute along with all the supportive documents.
13. Violation of point no. 9 & 10 will be lead to a penalty @1000/- per day be imposed and will be deducted from the current monthly bill.
14. The calculation of wages per month will be equal to 26 days in a month as per the notification issued by labour department, whether it may be Jan or Feb or April.
15. The last month's wages to be paid within 48 hours of completion of the contract period.
16. Not wearing uniform or improperly dressed will lead a penalty @50.00 per day, per person and will be deducted from the contractor's monthly bill.
17. After awarding the security contract and acceptance given by the contractor to CSIR-IGIB, the contractor shall bring all his manpower in person with their original documents and submit the copy of these documents to Sr. Security Officer before deployment on duty.

**DEPLOYMENT OF MANPOWER**

The Security Agency will deploy the security personnel ( U n - A r m e d ) at designated posts to execute the security services in effective manner as per the following arrangement at CSIR-Institute of Genomics & Integrative Biology, Mall Road, & Mathura Road Campus, Delhi-110007.

**CSIR-IGIB Mall Road**

SI No.	Name of Post	Supervisors	Guards
1	Main Gate	01x03	01x03
2	Reception	-	01x03
3	Parking	-	01x03
4	Rear Side Fencing	-	01x03
5	Guest House (near Director’s Residence)	-	01x03
6	General Duty	1	01x02
		<b>04</b>	<b>17</b>

**CSIR-IGIB Mathura Road Campus**

SI No.	Name of Post	Supervisors	Guards
1	Main Gate	01x03	02x03
2	Reception	-	02x03
3	Parking	-	01x02
4	CRR I Gate (Rear Side)	-	01x02
5	Lady searcher –cum - Receptionist	-	01x01
6	General supervisor	01x01	
7	ISSH	-	01x03
8	Near Generator Set	-	01x03
9	West Post (Corner of CRR I Colony)	-	01x03
		<b>04</b>	<b>26</b>

**Total 08 Security Supervisors +43 Security Guards (43+08=51)**

This schedule is tentative and derived on the basis of optimum requirement of security personnel considering the sensitiveness and topography of the premises to facilitate the services in effective manner and considered minimum strength required on regular basis. Irrespective of number of security personnel projected the decision of number of guards deployed will rest with the employer and the decision taken in this regard by the employer in consultation with institute representative shall be final and the agency shall be bound to provide such numbers of security personnel.

Signature of authorized signatory

Seal

## AGREEMENT FOR SECURITY SERVICE

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 "**CSIR- INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY, MALL ROAD DELHI 110007**".

And

M/s \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ (Here in after referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR-IGIB is desirous of giving a contract for providing Security Services (here in after referred to as Contractor's workers) at \_\_\_\_\_ (Name of the lab./Instt) which is a constituent unit of CSIR-IGIB (hereinafter referred to as Lab./Instt) and whereas the Contractor has offered to provide Security Guards on the terms and conditions here in after stated.

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

WHEREAS CSIR-IGIB has agreed to award the contract of work of security service and keep a strict watch and ward of the land and properties of CSIR -IGIB DELHI.

And WHEREAS the contractor has agreed to furnish to the CSIR-IGIB a Security

deposit of Rs..... by way of Bank Guarantee.

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

5. That the requirement of Security Staff or posts identified is subject to change.

The Director, CSIR-IGIB shall be under no obligation to hire a particular number of Guards.

**B. CONTRACTOR'S OBLIGATIONS:**

1. That the contractor shall provide the number of Contractor's worker as per NIT in CSIR-IGIB Delhi-110007.
2. That for performing the duties, the contractor shall deploy persons in eight hours shifts or as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined 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.
3. That the contractor shall submit details like name, age, sex, parentage, residential address (present & permanent), etc, along with a copy of latest passport size photograph of the persons deployed by him in the premises of CSIR-IGIB. For the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the guards so deployed shall be exclusively for duties in CSIR-IGIB. They should not be asked to do duty beyond eight hours duty in any other organization.
5. That the security posts in CSIR-IGIB shall not be guarded by any other substitute guard, who has already performed eight hours duty for the day.
6. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR-IGIB to be taken out of the premises without a valid Gate Pass signed by the designated officials of the CSIR-IGIB. As a safeguard, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor.

7. The contractor shall report promptly to Director, CSIR-IGIB/designated officer of the CSIR IGIB, 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 CSIR -IGIB and if there is any loss to the Council, 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 CSIR-IGIB.
8. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to CSIR-IGIB and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 / Payment of Bonus Act, 1965 or any other Rules/Regulations and/or statues 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 Act's rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR-IGIB, shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
9. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-IGIB 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.
10. **That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.**



11. That the contractor shall be required to maintain permanent attendance register/roll at the CSIR-IGIB premises which shall be open for inspection and checking by the authorized officers of CSIR-IGIB.
12. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of CSIR-IGIB/or through RTGS on or before 7th of each month, irrespective of the fact whether he has got his payment from CSIR-IGIB or not. He shall on demand furnish copies of wage register/muster roll, etc.
13. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include as mentioned in the tender document. The uniform shall be approved by the Director, IGIB.
14. The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-IGIB.
15. 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 provision of shops and establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling 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-IGIB, a sum as may be claimed by CSIR-IGIB.
16. The contractor shall bring all the security personnel at least two days before Taking over the charge at CSIR-IGIB site & make them familiarize with the campus duties along with Bio-Data, Security Training/Experience Certificates, ID proof & Residence proof etc.

**C. CSIR-IGIB'S OBLIGATIONS:**

1. That in consideration of the service rendered by the contractor, and on raising the claim by the contractor, CSIR-IGIB shall pay the monthly bills of the contractor as per quoted rates within the 25 days of receipt of bill.
2. That payment on account of enhancement/escalation charges on account of revision in wages or statutory payments by the Labour Department, Govt. of NCT, Delhi, from time to time shall be payable by the CSIR-IGIB to the contractor.
3. Service tax is to be paid by CSIR-IGIB, as per the gazette notification of India.
4. 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-IGIB, 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 CSIR-IGIB is made party and is supposed to contest the case, CSIR-IGIB 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-IGIB on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR-IGIB in this respect of any nature whatsoever and shall keep CSIR-IGIB indemnified in this respect.
2. The contractor shall further keep the CSIR indemnified against any loss to the CSIR -IGIB property and assets. The CSIR-IGIB shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

## **E. PENALTIES / LIABILITIES**

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, CSIR-IGIB; **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 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 CSIR -IGIB, on account of 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..... to .....and shall remain in force for a period of one year and extendable for one year on mutual consent..
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-IGIB on account of :
    - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
    - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, CSIR-IGIB.
  - c) The contractor being declared insolvent by Competent Court of Law.

3. 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.
4. 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 CSIR-IGIB.
5. If the contractor wishes to terminate the contract during the contract period he will have to give a prior notice of two months.

## **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 appointed by DG, CSIR shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf of  
CSIR-institute of Genomics & Integrative Biology,  
Mall Road, Delhi-110007

For and on behalf of the contractor \_\_\_\_\_

WITNESS

- 1.
- 2.