



CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box No-6, PALAMPUR -176 061 (H.P.)

Name of the work: 'Security of IHBT and its Farms/Fields'

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Received **Rs.500.00** (Rupees five hundred only) in cash vide cash receipt No. _____
dated _____ or D.D.No. _____ dated _____ from
Shri/M/s _____
_____ towards cost of tender document.

Signature of D.D.O.

Tender Issued to:

M/s _____

**Signature of the Officer
(issuing Tender)**

DETAILS OF EARNEST MONEY DEPOSITED BY THE TENDERER

D.D. No. _____
Date of Issue _____
Amount: Rs. _____
Drawn On _____.

I/We have read and understood all the terms and conditions and all other relevant documents and visited the site before quoting the rates.

**Signature of Tenderer
Name & Address of the Tenderer
Telephone/Cell No.
With date and seal**



**CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box No-6, PALAMPUR -176 061 (H.P.)**

NOTICE INVITING TENDER

Sealed tenders are invited from the contractors of CPWD, PWD, Railway, MES, Govt./Semi-Govt. Organization and Public Sector Undertakings who are registered under Contract Labour (Regulation & Abolition) Act, 1970 and also have EPF Registration under the EPF, Act,1952 for execution of the following works on job contract basis:-

Sl. No.	Name of work	Estimated Cost (Rs.)	Duration	Tender Cost (Rs.)	Earnest Money (Rs.)
1.	Providing of Security Gaurds at CSIR-IHBT, Palampur (HP) and Ribling, Lahaul & Spiti(H.P.)	53,39,521.00	Twelve Months	500.00	1,06,790.00

Tender documents containing detailed description of works, area/quantity, duration and terms & conditions of the contract can be obtained from the Office of the Administrative Officer, CSIR- Institute of Himalayan Bioresource Technology, Palampur-176 061 (H.P.)

Date of Sale of Tender Document:- 01.09.2016 to 12.09.2016(10:00 A.M. to 4:00 PM)

Last date and time of submission of tenders:- 22.09.2016 upto 12:30 PM

Date and time of opening tenders:- 22.09.2016 at 3:30 PM

Tender document can be obtained on production of (1) Proof of Registration under the Contract Labour and EPF (2) copy of the last year Income Tax return filed by the Agency/Contractor and (3) Satisfactorily completion certificate of appropriate value of work and (4) Experience Certificate.

Tenders can be obtained in person or through authorized person on payment of cost of tender document **Rs.500.00 (non-refundable)** each in cash to be deposited in the CSIR-IHBT, Cashier. The NIT is also available on the web site www.ihbt.res.in , which can be downloaded and be submitted along with a Demand Draft amounting to Rs. 500 as Tender fee.

The Director, CSIR- I.H.B.T, Palampur reserves the right to accept the tenders in part or in whole and reject any or all tenders without assigning any reason thereof.

ADMINISTRATIVE OFFICER



**CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box No-6, PALAMPUR -176 061 (H.P.)**

NAME OF THE CONTRACT : 'SECURITY OF IHBT AND ITS FARMS/FIELDS'

TERMS AND CONDITIONS OF TENDER:-

Sealed tenders in **double envelope** superscribed on the envelope **Tender for 'Security of IHBT and its Farms/Fields'** with due date and time of opening, addressed to the Director, CSIR-IHBT, Post Box No.-6, Palampur, should be dropped in the tender box kept in the room of Administrative Officer, CSIR-IHBT, Palampur. Tender will be received upto **12:30 (Noon)** on **22.09.2016** and will be opened on the same day at **3:30 P.M.** in the presence of the Tenderers or their authorized representative, if any, present at the time of opening of Tenders. Tender received after due date & time of submission shall not be considered.

1. Tenderer should attach the following documents with the tender:-

- (a) Attested copies of satisfactory completion certificate of security Job contract issued by the Head of Office/Department during the last five years.
 - (b) Attested copy of Partnership Deed in case of Partnership Firm/Agency.
 - (c) Attested copy of PAN Card issued by the Income Tax Department with copy of Income Tax Return of last financial year filed by the Agency/Firm.
 - (d) An affidavit duly certified by a Notary that the Firm has never been black listed.
 - (e) An Affidavit duly certified by a Notary to the effect that there is no on going police case/vigilance case against the Firm/Agency or owner/proprietor of the Firm/Agency and the owner/proprietor of the Firm has never been convicted or punished by any Hon'ble court of law.
 - (f) Attested copies of last two years turn over, issued by Bank in support of Financial capability of the Firm/Agency.
 - (g) Attested copy of Contract Labour Licence issued by Labour Department, Ministry of Labour, Govt. of India under Contract Labour (Regulation & Abolition) Act, 1970 and registration certificate of Employee Provident Fund.
 - (h) Earnest Money of **Rs.1,06,790.00/- (Rupees One Lakh Six Thousand Seven hundred ninety only)** in the Form of Demand Draft drawn in favour of Director, CSIR-Institute of Himalayan Bioresource Technology, Palampur from a schedule bank and payable at Palampur. **Tenders without Earnest Money shall not be considered in any circumstances.**
 - (i) Attested copy of Service Tax Registration No. issued by the Central Excise, Govt. of India.
 - (j) Valid licence under Private Security Agencies Act, 2005 and H.P. state private Security Agencies Rules & also having local office at Palampur.
 - (k) Any tender where in Service Charges quoted are such that after deduction of statutory payment viz. income tax the tender becomes zero/negative, such a tender shall be summarily rejected without any communication.
2. The validity period of the tender shall be for a period of 90 days from the date of opening of tender for the purpose of acceptance and award of work. Validity beyond 90 days shall be extended by mutual consent.
3. The Tenderer should inspect the sites and acquaint himself fully about the conditions of the sites before submitting the Tender.

4. The tenderer shall not impose any condition or make any changes, additions, alterations and modifications in the Tender document except quoting Percentage of Contractor's Profit/Service charges in Fig. and words of minimum wages (inclusive of weekly off) as mentioned in the Tender document at Annexure-B column No. 4 failing which the tender is liable to be rejected straightway.
5. The work award order shall be treated cancelled if the successful Tenderer fails to give his **acceptance within seven days** from the date of receipt of work award order and the Earnest Money deposited by the Tenderer with the Tender shall be forfeited.
6. Successful Tenderer will execute an Agreement on a non-judicial stamp paper **worth Rs.20/-** within five days from the date of acceptance of award of work order failing which the work order shall be treated as cancelled without making any reference to the Tenderer.
7. The Tender document shall be made part of the Agreement.
8. **Successful tenderer will deposit @ 5% of awarded amount as Security Money before execution of Agreement for due discharge of his obligations under the contract.** The Security Money shall be refunded to the contractor after satisfactory completion of work during the contract period. Earnest Money shall be adjusted against security money on the request of the contractor.
9. In the event of loss or damage if any sustained by IHBT due to negligence on the part of the contractor, the loss or damage sustained shall be recovered from the Security Money of the contractor. The Security Money deposited by the contractor shall not accrue any interest in any circumstance.
10. The Agreement shall be treated as cancelled if the contractor fails to start the work within seven days from the date of execution of Agreement and the Security Money deposited by the contractor shall be liable to be forfeited without making any reference to the contractor.
11. The entire Tender document must be signed by the Proprietor/Owner/ Authorized person himself and also affixed seal of the firm on each and every page of the Tender document. No power of attorney shall be entertained.
12. In case the date of opening is declared a holiday, the date of opening shall be automatically extended to the next working day.
13. Incomplete tender or the tenderer fails to fulfill any of the terms & conditions of the tender shall be liable to rejection.
14. The Tenderer while submitting his tender would have considered and accepted all the terms and conditions of the Tender. No verbal or written inquiries will be entertained in respect of accepting or rejection of the Tender.
15. Any action on the part of the Tenderer to influence any officer of IHBT or canvassing in any form shall make his tender liable to rejection.
16. If at any later stage, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work awarded to the contractor shall be cancelled and EMD/Security Money deposited by the contractor shall be forfeited.
17. **The work of the Contractor shall be supervised by the Contractor himself or his authorized representative/Supervisor.** The Contractor shall review the Security arrangements of the Institute in consultation with the Director or his nominee or committee constituted for this purpose from time to time.
18. For evaluation of the bids for Security Contracts, **L-1** is to be decided keeping in view the component of Service Charges quoted by the prospective bidders, as the Contractor is liable to pay Minimum wages as mentioned in the Tender document, plus the statutory dues like EPF, Bonus and Service Tax etc.etc.
19. **Incomplete tenders and/or conditional tenders will not be entertained.**



**CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
Post Box No-6, PALAMPUR -176 061 (H.P.)**

TERMS AND CONDITIONS FOR EXECUTION OF THE CONTRACT OF :

Name of work: 'Security of IHBT and its Farms/Fields' :-

A. GENERAL CONDITIONS:

1. That the persons deployed by the contractor for **Security Work** shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue / arise implicitly or explicitly.
2. That on taking over the responsibility of providing security arrangements, the contractor shall formulate the mechanism and duty assignment of **security** personnel in consultation with Director, CSIR-I.H.B.T. or his nominee. Subsequently, the contractor shall review the **security** arrangement from time to time and advise the Director, CSIR-I.H.B.T. for further streamlining the **Security** system. The contractor shall further be bound by and carry out the directions / instructions given to him by the Director, CSIR-I.H.B.T. or the Officer designated by him in this regard from time to time.
3. That the Director, CSIR-I.H.B.T. or any other person authorized by him 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 workers engaged by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately remove that person and take suitable action against him on the report of the Director or any Officer designated by him in this regard. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director, CSIR-IHBT or the authorized person in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS :

1. That the contractor shall provide **Security** and keep watch and ward of the land and properties as detailed in Annexure-A as deemed fit by him in consultation with the Director/ Administrative Officer, CSIR-IHBT or any other authorized person.
2. That for performing **Security** duties, the contractor shall deploy persons round the clock in eight hours shifts only for **Security work**, as mentioned in Annexure-A. the contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 50 years and not more than 58 years of age for **Security** duties. Only Ex-Servicemen, retired employees of para military forces or properly trained Security personnel of integrity and good conduct are to be deployed by the Contractor.
3. That the contractor shall submit details of the workers such as; names, parentage, residential address, age, etc. deployed by him in the premises of the CSIR-IHBT for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards to the security personnel bearing their photographs / identification, etc. and the security personnel shall display their identity cards at the time of duty.
4. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass

signed by the designated officials of the CSIR-IHBT. 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 of the CSIR-IHBT shall make suitable arrangement to ensure compliance.

5. The Contractor shall report promptly to Director/designated officer of the CSIR-IHBT 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-IHBT and if there is any loss to the CSIR-IHBT on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the Contractor shall make good on demand the loss to the Institute.
6. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IHBT 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-IHBT shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on accounts 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 and EPF towards the persons deployed at CSIR-IHBT buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution 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 / muster roll of the workers within the building premises which will be open for inspection and checking by the authorized officers of CSIR-IHBT.
10. **That the contractor shall make payment of wages etc. to the persons so deployed** in the presence of the representative of the CSIR-IHBT and shall on demand furnish copies of wages register / muster roll, etc. to CSIR-IHBT 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-IHBT in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.
11. That the uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial hecle, whistle, loaded torches, etc. the

seasonal equipment such as jersey grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and CSIR-IHBT shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the CSIR-IHBT.

12. That the contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-IHBT.
13. That the contractor shall deploy his persons in such a way that they get weekly rest, the working hours / leaves for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and abolition) Act, 1970 as amended from time to time or 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-IHBT a sum as may be claimed by CSIR-IHBT.
14. The Contractor will make payment(not later than 7th day of next month in any circumstances, as required under statutory obligations) to the workers deployed by him for execution of the work and submit the monthly bills for reimbursement.

C. CSIR'S OBLIGATIONS:

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid lump sum of Rs.3,00,000/-(Rupees Three Lakhs only) excluding other statutory requirements plus contractors profit 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 Director, CSIR-IHBT in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by the CSIR-IHBT to the Contractor.
3. That the payment on account of enhancement / escalation charges on account of revision in wages by the Govt. of India from time to time shall be payable by CSIR-IHBT to the Contractor.
4. That CSIR-IHBT shall reimburse to the contractor, the amount of Service Tax paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.
5. That Security Money will be refunded to Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. Indemnification:

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

E. PENALTIES / LIABILITIES :

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this contract. 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 contractor's risk and cost.
2. That if the contractor violates any of the terms and conditions of this contract or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, CSIR-IHBT in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the CSIR-IHBT on account of the failure of negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.
4. That if the contractor fails to supervise the work either himself or through his authorized representative he shall be liable to pay an amount of **Rs.5,000.00/- (Rupees five thousand only)** deductible from his monthly bills.

E. COMMENCEMENT AND TERMINATION :

1. That the contract shall come into force from the date of award of this contract and shall remain in force for a period of **One Year**. This contract may be extended on such terms and conditions as are mutually agreed upon.
2. That the contract 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-IHBT 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-IHBT.
 - c) By giving three months notice by either party.
 - d) On contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR-IHBT.

F. ARBITRATION :

1. That in the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director General, Council of Scientific & Industrial Research, New Delhi or his nominee.
2. That the award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director-General, CSIR shall mean and include an action/officiating Director-General.
4. That the Arbitrator may give interim award (s) and / or directions, as may be required.

5. That 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.



**CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
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**SCHEDULE IN RESPECT OF PARTICULARS OF THE TENDERER
(To be filled by the Tenderer)**

1.	Name of the Proprietor / Partners	
2.	In case of Co-operative Society, Name of the Chairman / Secretary who is authorized to sign the tender	
3.	Name of the Firm / Co-operative Society/Agency	
4.	Address of the Firm / Co-operative Society/Agency	
5.	Telephone Number FAX No: E-mail:	
6.	Residential Telephone Number of the Proprietor/Owner/Chairman or Secretary	
7.	Registration No.	
8.	Trade for which registered	
9.	In case of Partnership, name & address of the partner signing the tender documents	
10.	Specimen signature of the person with name authorized for signing the tender	
11.	Name & Address of Banker: MICR No. of the Banker: Bank Account No. of the Firm/Agency/Contractor:	
12.	Approximate Annual Transaction during the last two years	
13.	Registration Number and date under a) Contract Labour (Regulation & Abolition) Act, 1970 b) E.P.F. Act c) Service Tax Account No. d) PAN No. e) GIR No.	

Signature of Tenderer



**CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
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SCHEDULE OF WORKS DONE BY THE TENDERER
(To be filled by the Tenderer)

Tenderer should mention below the details of the works (maximum five works) satisfactorily completed during the last five years which are nearer to the tender amount and also attach satisfactory completion certificate of the work:-

Sl. No.	Name of Work	Value of work	Location / Site	Name of the Deptt. & In-charge of the work with Tel.No. & FAX No.
1.				
2.				
3.				
4.				
5.				

Signature of Tenderer



**CSIR- INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
Post Box No-6, PALAMPUR -176 061 (H.P.)**

Name of the Work: 'Security of IHBT and its Farms/Fields'

Schedule in respect of Area/Duty Points

Sr. No.	Area/Duty Point	No. of Guards to be Deployed	Duty Hours
1.	GATE NO.1	4	One Guard in each shift of 8 hours
2.	GATE NO. 2	3	One Guard in each shift of 8 hours
3	Gate No.3	3	One Guard in each shift of 8 hours
4.	Admn. Block	3	One Guard in each shift of 8 hours
5.	OLD LAB BUILDING	3	One Guard in each shift of 8 hours
6.	CHANDPUR FARM	3	One Guard in each shift of 8 hours
7.	PATROLLING DUTY	4	Two Guards in each shift of 8 hours
8.	ANIMAL HOUSE	3	One Guard in each shift of 8 hours
9.	BIODIVERSITY FARM (FACE AREA)	3	One Guard in each shift of 8 hours
10	Banoori Farm	3	One Guard in each shift of 8 hours
11	Neugal Farm	3	One Guard in each shift of 8 hours
12	TePP (Academy Block)	2	One Guard in each shift of 8 hours
13	CeHAB Keylong	3	One Guard in each shift of 8 hours
	Total	40	



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Name of work: Security of IHBT and its Farms/Fields

Schedule of Description of work, quantities and rates

Sr. No.	Description of work	Quantity (Security Guard in Nos.)
1.	Security of IHBT and its Farms/Fields	The contractor shall engage minimum Forty workers per day.

Sr. No.	Component of Rate	Per worker per month (Rs.)	40 workers per month (Rs.)	40 workers for One years (Rs.)
1.	Minimum wages @Rs.288/- X26 days=Rs.7,488.00 on the basis of Ministry of labour Govt. of India rates w.e.f. 01.04.2016	Rs.7,488.00	Rs.2,99,520.00	Rs.35,94,240.00
2.	Service Tax	As applicable		
(To be filled by the Tenderer)				
3.	Contractor's profit /Service Charges of minimum wages as mentioned above at Column No.1	<u>(%age in figure)</u>	<u>(%age in words)</u>	

***Note:**

- The Tenderers must thoroughly go through the terms and conditions of the tender document for compliance of various statutory provisions as mentioned in the tender document under the Contractor's Obligations Clauses. **The Contractor shall ensure the minimum wages as notified by the Govt. of India plus all statutory dues like ESI, EPF, Bonus, Service Tax and contractor should include all such expenditure like uniform and insurance etc. while quoting his profit in column No.(4) and no separate claim from contractor shall be entertained.** The Contractor shall supervise the work himself or by his authorized representative at his own cost. If the contractor fails to supervise the work either himself or through his authorized representative he shall be liable to pay an amount of **Rs.5,000.00 (Rupees Five thousand only)** deductible from his monthly bills.
- EPF and Service Tax will be reimbursed to the contractor on production of challans deposited with the concerned authorities/departments.
- TDS will be deducted from the bills raised by the contractor as per the Income Tax Rules.

**Signature of Tenderer
Name & Address of the Tenderer
Telephone/Cell No. date and seal**

DRAFT AGREEMENT

This AGREEMENT made on this..... Day of, **Two Thousand Sixteen** between COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at "Anusandhan Bhawan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

M/s.....
....., (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of giving a contract of '**Security of IHBT & its Farms/Fields**' at CSIR-Institute of Himalayan Bioresource Technology, Palampur is a constituent unit of CSIR (hereinafter referred to as IHBT) and whereas the Contractor has offered to provide the Security arrangement on the terms and conditions hereinafter stated.

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

WHEREAS CSIR has agreed to award the contract of '**Security of IHBT & its Farms/Fields at Palampur(H.P.) and Ribling, Lahaul and Spiti (H.P.)**' and to keep a strict watch and ward of the land and properties as mentioned in Annexure "A".

AND WHEREAS the Contractor has agreed to furnish to the IHBT (CSIR) a Security deposit of **Rs..... (Rupees)** pledged in favour of Director, CSIR-IHBT, Palampur (H.P.)

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

A. GENERAL CONDITIONS:

1. That the persons deployed by the contractor for **Security Work** shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue / arise implicitly or explicitly.
2. That on taking over the responsibility of providing security arrangements, the contractor shall formulate the mechanism and duty assignment of **security** personnel in consultation with Director, CSIR-I.H.B.T. or his nominee. Subsequently, the contractor shall review the **security** arrangement from time to time and advise the Director, CSIR-I.H.B.T. for further streamlining the **Security** system. The contractor shall further be bound by and carry out the directions / instructions given to him by the Director, CSIR-I.H.B.T. or the Officer designated by him in this regard from time to time.
3. That the Director, CSIR-I.H.B.T. or any other person authorized by him 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 workers engaged by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately remove that person and take suitable action against him on the report of the Director or any Officer designated by him in this regard. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director, CSIR-IHBT or the authorized person in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS :

15. That the contractor shall provide **Security** and keep watch and ward of the land and properties as detailed in Annexure-A as deemed fit by him in consultation with the Director/ Administrative Officer, CSIR-IHBT or any other authorized person.
16. That for performing **Security** duties, the contractor shall deploy persons round the clock in eight hours shifts only for **Security work**, as mentioned in Annexure-A. the contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 50 years and not more than 58 years of age for **Security** duties. Only Ex-Servicemen, retired employees of para military forces or properly trained Security personnel of integrity and good conduct are to be deployed by the Contractor.
17. That the contractor shall submit details of the workers such as; names, parentage, residential address, age, etc. deployed by him in the premises of the CSIR-IHBT for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards to the security personnel bearing their photographs / identification, etc. and the security personnel shall display their identity cards at the time of duty.
18. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass

signed by the designated officials of the CSIR-IHBT. 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 of the CSIR-IHBT shall make suitable arrangement to ensure compliance.

19. The Contractor shall report promptly to Director/designated officer of the CSIR-IHBT 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-IHBT and if there is any loss to the CSIR-IHBT on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the Contractor shall make good on demand the loss to the Institute.
20. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IHBT 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-IHBT shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on accounts of such claims, demands, loss or injury from the contractor's monthly payments.
21. That the contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI and EPF towards the persons deployed at CSIR-IHBT buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution shall be withheld till submission of required documents.
22. 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.
23. That the contractor shall be required to maintain permanent attendance register / muster roll of the workers within the building premises which will be open for inspection and checking by the authorized officers of CSIR-IHBT.
24. **That the contractor shall make payment of wages etc. to the persons so deployed** in the presence of the representative of the CSIR-IHBT and shall on demand furnish copies of wages register / muster roll, etc. to CSIR-IHBT 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-IHBT in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.
25. 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 hecle, whistle, loaded torches, etc. the seasonal equipment such as jersey grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and CSIR-IHBT shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the CSIR-IHBT.

26. That the contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-IHBT.
27. That the contractor shall deploy his persons in such a way that they get weekly rest, the working hours / leaves for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and abolition) Act, 1970 as amended from time to time or 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-IHBT a sum as may be claimed by CSIR-IHBT.
28. The Contractor will make payment (not later than 7th day of next month in any circumstances, as required under statutory obligations) to the workers deployed by him for execution of the work and submit the monthly bills for reimbursement.

C. CSIR'S OBLIGATIONS:

5. That in consideration of the services rendered by the contractor as stated above, he shall be paid lump sum of Rs. 3,00,000 (Rupees Three Lakhs only) excluding other statutory requirements plus contractors profit 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 Director, CSIR-IHBT in this regard.
6. That the aforesaid lump sum amount has been agreed to be paid by the CSIR-IHBT to the Contractor.
7. That the payment on account of enhancement / escalation charges on account of revision in wages by the Govt. of India from time to time shall be payable by CSIR-IHBT to the Contractor.
8. That CSIR-IHBT shall reimburse to the contractor, the amount of Service Tax paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.
5. That Security Money will be refunded to Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. Indemnification:

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

E. PENALTIES / LIABILITIES :

5. That the contractor shall be responsible for faithful compliance of the terms and conditions of this contract. 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 contractor's risk and cost.
6. That if the contractor violates any of the terms and conditions of this contract or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, CSIR-IHBT 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.
7. 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 CSIR-IHBT on account of the failure of negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.
8. That if the contractor fails to supervise the work either himself or through his authorized representative he shall be liable to pay an amount of **Rs.5,000.00 (Rupees five thousand only)** deductible from his monthly bills.

E. COMMENCEMENT AND TERMINATION :

1. That the contract shall come into force from the date of award of this contract and shall remain in force for a period of **One Year**. This contract may be extended upto a maximum period of two years, on such terms and conditions as are mutually agreed upon.
2. That the contract 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-IHBT 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-IHBT.
 - c) On contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR-IHBT.

F. ARBITRATION :

6. That in the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director General, Council of Scientific & Industrial Research, New Delhi or his nominee.
7. That the award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
8. The expression Director-General, CSIR shall mean and include an action/officiating Director-General.

9. That the Arbitrator may give interim award (s) and / or directions, as may be required.
10. That subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

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 For and on behalf of
 Cotractor.....

(Alok Sharma)
 Administrative Officer
 For and behalf of
 Council of Scientific & Industrial Research
 Anusandhan Bhawan, 2,
 Rafi Marg, New Delhi-110 001

WITNESS:

1. _____

2. _____

Counter Signature by F.& A.O.

List of documents to be attached, Mandatorily

- (1) Proof of Registration under the The Contract Labour (Regulation and Abolition) Act, 1970
- (2) Proof of Registration under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- (3) Copy of the PAN Card and last year Income Tax return filed by the Agency/Contractor.
- (4) Copy of Service Tax Registration
- (5) Satisfactorily completion certificate of appropriate value of work and
- (6) Experience Certificate.