



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

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES

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

**CSIR - NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE & TECHNOLOGY
(Council of Scientific & Industrial Research)
THIRUVANANTHAPURAM – 695 019.**



No.8 (68)/2022-Gen

08-04-2022

TENDER DOCUMENT

FOR

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

Section Officer

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CSIR - NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE & TECHNOLOGY
(Council of Scientific & Industrial Research)
THIRUVANANTHAPURAM – 695 019.

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No.8(68)/2022-Gen

08-04-2022

NOTICE INVITING e-TENDER No.GEN/01/2022

CSIR- NIIST is interested in engaging an agency for Providing Security Services viz., "Regulation of movement of men, materials and vehicles at the entry and exit points of the Institute and guarding of vital installations at CSIR-NIIST Thiruvananthapuram for one year at an estimated cost of Rs 72,00,000/-

e-Tenders are invited under **two bid system** viz. Part I -Technical Bid and Part II - Price-Bid from experienced Contractors / agencies that provide security services. The Technical bid will be opened online on 26th April 2022 at 11:00 a.m. Price bids of only those bidders whose Technical bids are qualified will be opened online subsequently.

Tenderers are advised to download the TENDER documents through the online portal <https://etenders.gov.in/eprocure/app> or from the website <http://www.niist.res.in/>. The **EMD of Rs.1,44,000/-** must be received in original on or before the tender opening date, by Demand Draft favouring Director, CSIR-NIIST payable at Thiruvananthapuram (**Scanned copy of DD is to be uploaded online**).

e-Tenders obtained without EMD shall be rejected. EMD exemption for NSIC/MSME registered units with Udyog Aadhar Number will be allowed as per rules.

Schedule of Issue and submission of Bids:

Sl.No	Item	Date and Time
1	Document Download Start	8 th April 2022 at 4:00 p.m
2	Clarification of Bid Start	8 th April 2022 at 4:00 p.m
3	Clarification of Bid End	12 th April 2022 at 10:00 a.m
4	Bid Submission Start	13 th April 2022 at 04:00 p.m
5	Bid Submission End	25 th April 2022 at 10:30 a.m
6	Bid Opening (Part I Technical Bid)	26 th April 2022 at 11:00 a.m

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

ADMINISTRATIVE OFFICER



TERMS & CONDITIONS & INSTRUCTIONS TO BIDDERS

1. Tenders are invited from Security agencies/contractors registered under the Private Security Agencies(Regulation) Act 2005 for providing around 18 Security Guards and 1 Security Supervisor. Proof of registration must be submitted along with the Technical - bid.
2. The Companies should have registered themselves with EPF / ESI / GST / Income Tax authorities and submit proof of such registration.
3. The tenderer must have carried out one work of annual value of Rs. 57,60,000/- or two works of annual value of Rs. 36,00,000/- or three works of annual value of Rs. 28,80,000/- in the last three years for providing security services . They should have an office in Thiruvananthapuram for all co-ordination. Such office should be one counter point providing all solutions to CSIR-NIIST regarding service conditions, billing purposes etc.
4. The Security agency must have not less than 30 men on rolls (preferably ex-servicemen/ex-paramilitary) and must have a current contract with any major institutions like Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs / Large industrial / Educational campuses/ Reputed Companies. Copies of the contract with the contact numbers, addresses along with certificate of satisfactory performance must be attached with the Technical bid
5. The agency should have an average annual turnover of not less than Rs. 22,00,000(Rupees Twenty Two Lakh) during the last three financial years (2019-20, 2020-21 and 2021-22)
6. The agency should provide its personnel with seasonal and protective clothing, torches, rain coats, Gum boots, etc., as are required normally by security personnel.
7. Documents comprising the bid - The bids are to be submitted online in two parts i.e. Technical bid and Price bid. Technical bid should be accompanied by EMD of Rs.1,44,000/- (Rupees One Lakh Forty Four Thousand only) through Demand Draft drawn on nationalized / Scheduled bank in favour of Director, CSIR-NIIST payable at Thiruvananthapuram. Tenders without EMD will be summarily rejected. EMD will be refunded in respect of unsuccessful tenderers. The Technical bids should not contain the rates and should contain the details asked for in the model response format attached.
7. Income-Tax (TDS) at the prevailing rate will be deducted from the monthly bill of the contractor.
8. The contract is for a period of TWO years . It will be initially awarded for a trial period of THREE MONTHS, and subject to satisfactory performance of the work, the contract will be awarded for a further period of TWENTY ONE MONTHS. The Institute reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to mutually. The successful bidder shall execute an agreement on a Non-judicial stamp paper of appropriate value before taking up the contract.
9. Before signing the agreement, the contractor shall deposit 3% of the annual value of the contract after adjusting the EMD as Security Deposit in the form of Bank Guarantee / Fixed Deposit Receipt in favour of Director, CSIR-NIIST which would be released on expiry / termination of the contract and completing all contractual obligations. The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of the contract.

10. The contractor shall have the necessary licence under the Contract Labour (Regulation and Abolition) Act 1970 from the competent authority and should obtain the same in relation to CSIR-NIIST within one month of award of contract.
11. Tenders shall remain valid for 90 days after the date of opening. In exceptional circumstances CSIR-NIIST may request the Tenderer to extend the period of validity.
12. The Tender must be submitted as per the deadline detailed in the NIT. CSIR-NIIST is not responsible for delay in online submission of tenders.
13. Before the award of work, if any tenderer withdraws his bid within the validity period (validity period = 90 days) or makes any modification in the terms and conditions of the bid which are not acceptable to the department, then the Council shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely. After award of work, if the L1 bidder withdraws his bid or fails to take up the work, the EMD will stand forfeited. Further, such bidder shall be debarred from future contracts for a maximum period of three years.
14. During the technical evaluation of the bid, CSIR-NIIST may ask for any clarification relating to technical details. The request for clarification will be in writing and the response shall also be in writing. No other correspondence regarding the status of the bids will be entertained.
15. If any relative of the tenderer is an employee of CSIR-NIIST the name, designation and relationship of such employee shall be intimated to the Director, CSIR-NIIST, Thiruvananthapuram, in writing while submitting the tender.
16. The Technical bid and Price bid must be in the model response format as enclosed.
17. The rates quoted must not be less than the minimum wages prescribed by the State Govt. / Central Govt. whichever is higher. The contractor is free to quote higher than minimum wage to enable him to execute the work as per the terms and conditions of agreement/NIT.
18. For evaluation of the bids for security contracts. L-1 may be decided keeping in view the component of profit margin in the form of service charges quoted by the prospective bidders, as the Contractor is liable 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. However, if a bidder quotes a service charge of zero percentage, such bid will be treated as unresponsive and will be rejected. In case two or more bidders quote the same service charge, L-1 will be decided on the basis of average turnover during the last three years. The firm having larger turnover will be treated as L1.
19. The Director, CSIR-NIIST, Thiruvananthapuram reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding.
20. Successful bidder should complete the formalities like payment of security deposit within 15 days of award of contract and execute the Agreement within 30 days of award of contract.
21. The contractor should parade the full strength of guards and supervisors in uniform.
22. The contractor should deploy Ex Servicemen/Ex-Para military forces personnel preferably below the age of 50 years.
23. The antecedents of security staff deployed shall be got verified by the contractor from local police authorities and an undertaking in this regard to be submitted to the Institute.
24. (a) In case of 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 Institute 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 substitute in time for the same it will be treated as absence and penalty as mentioned in point 24(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehaviour 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 Institute 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-NIIST 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 or commits any fault or their services are not to the entire satisfaction of officer authorized by CSIR NIIST 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 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 maximum period of 3 years to participate in such type of tender.

25. Bill raised by the contractor for the first month based on number of duties performed by the personnel shall be paid in full. For the subsequent months, bills will be admitted on production of proof for having remitted ESI/EPF, GST etc. to the respective authorities for the previous month.



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TECHNICAL BID

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

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

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

TOTAL PAGES OF TECHNICAL BID:

Sl.No	Technical Requirement	Details of Compliance by the Agency	Please write the corresponding page number(s) of your technical bid for reference
1	EMD Details (Rs.1,44,000/-)		
2	Registration under Private Security Agencies(Regulation) Act, 2005 Quote the registration number:		
3	Licence issued under contract Labour (R&A) Act,1970 Quote the registration number:		
4	Goods and Service Tax registration certificate Quote the registration number:		
5	EPF Registration No Quote the registration number:		
6	ESI Registration No. Quote the registration number:		
7	Income Tax PAN card Copy		
8	Atleast 30 men on rolls having experience in security work with names.		
9	Average Annual turnover of not less than Rs. 22,00,000 during the last 3 years. Copies of the balance sheet for the last three years certified by Chartered Accountant must be attached in the Technical bid		
10	One work of annual value of Rs. 57,60,000/- /-or two works of annual value of Rs. 36,00,000/- or three works of annual value of Rs. 28,80,000/- in the last three years in Security Services in major Institutions like Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs /		

	Large Industrial Educational Campuses / Reputed Companies		
11	<p>Current contract with any major institutions like Central or State Government Departments / Public Sector Undertakings / CSIR Labs / Insurance Companies Large industrial / Educational campuses/ Reputed Companies.</p> <p><u>Copies of the following to be enclosed :</u> (1) Award of contract (2) certificate of satisfactory performance by the present employer organization</p>		
12	Address of your office in Thiruvananthapuram (attach registration certificate /proof of address)		
13	Has your firm ever been debarred by any Court of law OR penalized by any Government/CSIR/Private organization?		

Signature of the Tenderer
Name & Address of the Tenderer with Office Stamp
Mobile No.

AGREEMENT FOR SECURITY SERVICES IN CSIR-NIIST, THIRUVANANTHAPURAM

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

And

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

WHEREAS the CSIR-NIIST, Thiruvananthapuram is desirous of giving a job contract for "Providing security services, Regulation of movement of men, material and vehicles at entry points of the Institute and guarding of vital installations at CSIR-NIIST, Thiruvananthapuram., which is a constituent unit of CSIR (hereinafter referred to as INSTITUTE) and whereas the Contractor has offered to provide the said arrangement on the terms and conditions hereinafter stated.

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

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

AND WHEREAS the Contractor has agreed to furnish to the INSTITUTE a security deposit of _____ by way of Bank Guarantee or Fixed Deposit Receipt.

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

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-NIIST shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing security arrangements, the Contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with Director of the INSTITUTE or his nominee. Subsequently, the Contractor shall review the security arrangement from time to time and advise the Director of the INSTITUTE for further streamlining their security system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the INSTITUTE or the officer designated by the Director in this respect from time to time.

3. That the Director of the INSTITUTE or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the INSTITUTE in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the INSTITUTE, in case of any of the aforesaid acts on the part of the said person.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to INSTITUTE and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the INSTITUTE indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the INSTITUTE shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
6. That the Contractor shall pay bonus to the personnel deployed either on monthly or annually on the occasion of Vishu/Onam/Diwali etc. and claim reimbursement from the INSTITUTE accordingly.

B. CONTRACTOR'S OBLIGATIONS:

1. That the Contractor shall provide security and keep watch and ward of the land and properties as detailed in Annexure-A as deemed fit by him in consultation with the INSTITUTE.
2. That for performing security duties, the Contractor shall deploy persons round the clock in eight hours shifts only. The eight hour shift generally starts from 0600 hours to 1400 hours, 1400 hours to 2200 hrs and 2200 hrs to 0600 hrs. But the timings of the shifts are changeable and shall be fixed by the INSTITUTE from time to time depending on the requirements. Prolonged duty hours (more than 8 hrs at a stretch) shall not be allowed. No payment shall be made by the INSTITUTE for double duty, if any.
3. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons not below 18 years of age and preferably below the age of 50 years. Persons so engaged for security shall preferably be from amongst the **retired/released ex-service/ ex -paramilitary personnel** of integrity and good conduct.
4. That the Contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the INSTITUTE for the purpose of proper identification of the employees of the Contractor deployed at various points, he shall issue identity cards bearing their photographs/Identification, etc. and such employees shall display their identity cards at the time of duty. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the INSTITUTE. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorize to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration / AO of the INSTITUTE shall make suitable arrangement to ensure compliance.

5. The Contractor shall report promptly to the INSTITUTE any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets moveable and immovable of the INSTITUTE and if there is any loss to the INSTITUTE on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the INSTITUTE.
6. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to the INSTITUTE and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948 Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the INSTITUTE indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the INSTITUTE shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
7. That the Contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF, Service tax towards the persons deployed at INSTITUTE's buildings in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
8. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions as approved by the DG (Resettlement).
9. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of INSTITUTE.
10. That the Contractor shall make the payments of wages, etc. to the persons so deployed via bank transfer by 7th of every month and shall on demand furnish copies of wages register/muster roll, etc. to the INSTITUTE for having paid all the dues to the persons deployed by him for the work under the Agreement. The contractor shall provide monthly wage slips to the persons deployed, clearly indicating wage rate, number of duties performed, deductions towards ESI, EPF etc.
The payment of wages to the staff by the contractor shall be delinked from receipt of payment from the INSTITUTE. However, the INSTITUTE shall reimburse the wages within 15 working days on receipt of the bills raised by the contractor. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of the INSTITUTE in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.

11. That the uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include ankle boots, (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as rain coats in monsoon shall also be provided by the Contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab/Institute.
12. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the INSTITUTE.
13. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishments Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of 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, they shall without

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

C. INSTITUTE'S OBLIGATIONS:

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of `..... on basis. Such payment shall be made within 15 working days of the month on receipt of the bills raised by the contractor and duly certified by the officer designated by INSTITUTE in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by INSTITUTE to the Contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Authority from time to time shall be payable by the INSTITUTE to the Contractor.
4. That the INSTITUTE shall reimburse the amount of service tax and claims towards statutory payments on production of documentary evidence of remittance of said amount to the prescribed authorities.

D. INDEMNIFICATION

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

E. PENALITIES / LAIBILITES:

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got gone done from another agency at their risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

F. COMMENCEMENT AND TERMINATION:

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

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

G. ARBITRATION:

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under the clause.

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

For and on behalf of

The Contractor _____

Administrative Officer
CSIR-NIIST Thiruvananthapuram

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

WITNESS

1.

2.

Counter signed by
FAO, CSIR-NIIST, Thiruvananthapuram

SCHEDULE OF WORK

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

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

DEED OF INDEMNITY

THIS DEED OF INDEMNITY MADE on theday of.....Two Thousand and Twenty BETWEEN.....carrying on business under the name and style of M/s.....(hereinafter called:"The Indemnifier" which expression shall unless administrators, legal representatives,successors and permitted assigns) of the ONE PART AND Council of Scientific and Industrial Research, a Society registered under the Societies registration Act and having its office at Anusandhan Bhawan, 2 rafi Marg, New Delhi (hereinafter called an autonomous organization funded by the Government of india which expression shall unless excluded by or repugnant to the context be deemed to include its successors or assigns) of the OTHER PART.

WHEREAS the indemnifier, in response to CSIR NIIST Tender Notification No.....Dated.....for Providing Security Services viz., "Regulation of movement of men, materials and vehicles at the entry and exit points of the Institute and guarding of vital installations at CSIR-NIIST Thiruvananthapuram has represented that he is executing similar category of work to other agencies and therefore eligible for award of contract. The indemnifier has further represented that he will meet all the statutory and other obligations as per the terms and conditions of the Tender document, if the Contract is awarded to him.

WHEREAS in terms of CSIR NIIST Letter No.....dated.....for award of contract the Indemnifier has entered into an agreement to the value of Rs.....(Rupees.....only) for aperiod with effect fromto.....on.....at Thiruvananthapuram.

In consideration of the said premises and of the agreement on the part of CSIR NIIST in awarding the contract for Providing Security Services viz., "Regulation of movement of men, materials and vehicles at the entry and exit points of the Institute and guarding of vital installations at CSIR-NIIST Thiruvananthapuram, theindemnifier do hereby agree and undertake to implement all the provisions of the agreement and keep CSIR NIIST indemnified against all claim whatsoever in respect of employees deployed by the indemnifier for CSIR NIIST. Further, the indemnifier keep CSIR NIIST harmless and indemnified against any claim arising out of or connected with the agreement executed for this purpose.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands hereunto on the date first above written.

Signed by the said Indemnifier

In the presence of:

(1)

(2)

CONTRACTOR
(Signature with Seal)

In the presence of:

(1)

(2)

ADMINISTRATIVE OFFICER
Signed for and on behalf of
CSIR-NIIST