



# TENDER FOR PROVIDING SECURITY SERVICES AT CSR&TI, MYSURU



Tender document issued to :

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Last date for submission of bids : Up to 2.00 P.M. on 28<sup>th</sup> Dec., 2017

Time & date of opening of bids : At 3.00 P.M. on 28<sup>th</sup> Dec., 2017

Earnest Money Deposit : 2% on the Estimated Cost.

Tender Document cost : Rs.500-00 (Rs. Five Hundred only)

**This Tender Document is non-transferable**

**CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE**

**CENTRAL SILK BOARD,**

**MINISTRY OF TEXTILES, GOVT. OF INDIA**

**MANANDAVADI ROAD, SRIRAMPURA**

**MYSURU – 570 008**

Telephone No. 0821 2362406, 2361937 Fax : 0821 2362845 Website : [www.csrtimys.res.in](http://www.csrtimys.res.in)



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**CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE**

CENTRAL SILK BOARD  
SRIRAMPURA, MANANDAVADI ROAD  
MYSURU - 570 008



Advt.No. CSB/RTI/ES/93/Security/2017

Date : 05.12.2017

**TENDER NOTICE**

**CONTRACT FOR PROVIDING SECURITY SERVICES AT CSR&TI, MYSORE**

Sealed tenders are invited in two parts bid system viz. Technical and Financial bid separately from eligible and registered contractors/agencies having experience of at least five years in the field of providing security services at reputed Central or State Government organizations or a reputed Public Sector Undertaking (PSU)/Public Company/University/ Institute, etc.

The tender document can be obtained in person on written request either from the Establishment Section of CSR&TI, Mysuru, on the above address between 10:00 hrs and 16:00 hrs on all working days from 06.12.2017 to 27.12.2017 or can be downloaded from website : <http://www.csrtimys.res.in>. The tender document shall not be issued by post. The bidders may submit the cost of Tender Documents by Demand Draft along with EMD in case of Tender Documents are downloaded from Website. If the cost of Tender Document is not deposited in case of Tender Documents are downloaded from website, such Tender will be summarily rejected. The tender details are given below:

Tender Reference	CSB/RTI/ES/93/SECURITY/2017 Dated :05.12.2017
Cost of Tender	Rs.500-00 (Rupees Five Hundred Only) by crossed Demand Draft in favour of the Director, CSR&TI Mysuru.
Earnest Money Deposit (EMD)	2% on the Estimated Cost, to be submitted along with the technical bid of tender by a crossed Demand Draft in favour of Director, CSR&TI , Mysuru.
Validity of the Tender	120 days and extendable upto a period of 180 days from the date of opening.
Last date & time for issue of tender documents	From 06.12.2017 to 27.12.2017 Between 10.00 a.m. and 4.00 pm on all working days
Last date, time and place for submission of sealed tender	At 2.00 P.M. on 28 <sup>th</sup> December, 2017 at Establishment Section, CSR&TI, Mysuru.

Technical bids will be opened at 3.00 pm on 28<sup>th</sup> December, 2017 in the Meeting Hall of SEEM Division of CSR&TI, Mysuru in presence of the bidders who wish to be present. The Financial bids will be opened only if the tender is found technically eligible and fit based on their technical bids. Those short-listed bidders will be invited to be present for opening the Financial offers/bids.

The Director, CSR&TI, Mysuru reserves the right to accept or reject any or all Tenders, without assigning any reasons thereof. However, the bidder is at liberty to seek clarification in respect of bidding conditions, bidding process and / or reasons for rejection of the bid.

DIRECTOR  
CSR&TI, Mysuru

## 1. INTRODUCTION

The Central Sericultural Research and Training Institute [CSRTI], established under the aegis of Central Silk Board, Ministry of Textiles, Govt. of India, was first set up in 1961 at Channapatna and later shifted to Mysuru in 1963. It has now grown up into a premier organisation for research and development in the field of mulberry sericulture science and technology. Over the years, the Institute has provided commendable support to enhance silk productivity and quality and contributed to the generation of higher income for the farmers. The Institute has made many a breakthrough in tropical sericulture technology and acclaimed recognition at international level as a lead Institution. The major fields of research at CSRTI are Mulberry breeding and crop production, silkworm breeding and rearing techniques, silkworm diseases and pest management, etc.

The institute located 7 km from Mysuru city on Manandavadi Road, is spread over a area of 140 acres. The institute consists of number of research laboratories, administrative offices, library, hostels, service buildings and staff quarters, mulberry gardens and other facilities. The institute wants to engage a private registered security agency for providing security services to its campus, buildings, hostels, mulberry and other facilities, etc.





## 2. SCOPE OF WORK

1. The Director, CSR&TI, Mysuru requires services of registered, reputed and well experienced contractors/agencies having at least five years experience in the field of providing security services at reputed Central or State Government organizations or a reputed Public Sector Undertaking (PSU)/Public Company/ University/ Institute, etc.
2. The Contract for providing security services will be for a period of ONE YEAR. The contract may be terminated at any time owing to deficiency in services provided by the contractor/agency or breach of terms and conditions of contract, non compliance of orders of the Director.
3. The Contractor/ Agency should deploy very efficient Security Guards to manage the security issues as specified by the Institute through posting the security personnel in such a manner so as to ensure, attending to the following : -
  - (a) Every aspect of the overall security, personal security, prevention of unauthorized movement of the goods/ stranger and avoiding damage and/ or losses of any kind to the unit in which service is being provided.
  - (b) Movement of men, materials and machinery at CSR&TI, Mysuru.
  - (c) Screening and recording all incoming and outgoing persons, vehicles and materials.
  - (d) Verification of gate passes and visitor's identity and check for persons visiting CSR&TI - wear a "VISITOR BADGE" and he/she should have sufficient reason to see a person of the CSR&TI.
  - (e) Detection/tracing of the persons involved in theft and reporting the matter to the authority concerned.
  - (f) Introducing anti-theft measures.
  - (g) Reporting of cases of theft to the local police and the CSR&TI authorities and follow-up of each case.
  - (h) Providing escort services to men, materials and valuable, if necessary.
  - (i) Informing and assisting the fire brigade staff in emergency.
  - (j) Prevention of entry of unauthorized persons to the premises with due regard to vigilance of the entire campus during and after office hours and in staff quarters on all days.
  - (k) Performance of any other task assigned by the CSR&TI, CSB, Mysuru in the interest of security.
  - (l) To provide Security for the property of CSR&TI, CSB, Mysuru in areas/locations as assigned by the officer designated by the institute.



### 3. INSTRUCTIONS TO THE BIDDERS

Please read the instructions carefully.

#### A. GENERAL INSTRUCTIONS

1. The Security service Contractor/Agency shall be registered and possess valid licence under the Private Security Agencies (Regulation) Act 2005/Karnataka Security Agencies Rules 2008 issued by the Deputy Inspector General of Police (Internal Security Division), office of Director General and Inspector General of Police, Bangalore
2. The Contractor/Agency interested in providing security services at CSR&TI, Mysuru should have at least five years experience in the field of providing security services to the Central or State Government organizations or a reputed Public Sector Undertaking (PSU)/Public Company/University/ Institute, etc.
3. Before submitting the Bid/tender to the Institute, the bidders may seek clarification(s), if any, from Asst. Director, Establishment in person by visiting the Institute during working hours by taking prior appointment (Tel. No. 0821 2361937).
4. The services defined in scope of work must not be altered by the bidder/contractor.
5. The Financial bids submitted by all bidders should be valid for a period of 120 days and extendable upto a period of 180 from the date of opening of Technical Bids.
6. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
7. The successful bidder will have to enter into an agreement with the Institute before taking charge/ possession of the Campus and commencement of the security services/work.
8. Any action on the part of the Bidder/tenderer to influence any officer of the Institute or canvassing in any form shall make the tender liable for rejection.
9. The Director, CSR&TI, Mysuru reserves the right to reject any or all the tenders. However the bidder is at liberty to seek clarification in respect of bidding conditions, bidding process and or/ reasons for rejection of the bid.

#### B. GUIDELINES FOR SUBMISSION OF TENDER/BIDS

10. The bids are to be submitted in two parts - Technical Bid and Financial Bid.
  - a. **Sealed Technical Bid in Annexure I**, along with a Demand Draft on 2% of Estimated Cost drawn in favour of Director, CSR&TI, Mysuru payable at Mysuru, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed "TECHNICAL BID FOR PROVIDING SECURITY SERVICES AT CSR&TI, Mysuru". Tender Document received without EMD will be summarily rejected;
  - b. **Sealed Financial Bid in Annexure II** placed in a separate envelop superscribed: "FINANCIAL BID FOR PROVIDING SECURITY SERVICES AT CSR&TI, Mysuru".



- 11 The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed "**BID FOR PROVIDING SECURITY SERVICES AT CSR&TI, Mysuru**". This bigger envelope, bearing the name & complete postal address of the bidder, should be addressed to :

**DIRECTOR,  
Central Sericultural Research & Training Institute,  
Manandavadi Road, Srirampura,  
Mysuru 570 008**

and deposited in the Tender Box kept in Establishment Section on or before **2.00 p.m. on 28<sup>th</sup> December, 2017**. Tenders received after due date & time shall not be accepted under any circumstances.

- 12 The bidders who have downloaded the tender document from CSR&TI, Mysuru website are required to submit cost of Tender Documents (Rs.500.00) by Demand Draft drawn in the favour of the Director, CSR&TI, Mysuru payable at Mysuru. Tender Documents Downloaded from CSR&TI website and submitted without cost of tender will be rejected. The tender document is not transferable.
- 13 The bidder must write the name and full postal address at the back of the Demand Drafts.
- 14 The bidder should ensure that the amounts are written in Financial Bid in such a way that interpolation is not possible. No blank space should be left.
- 15 Corrections if any in the bids shall be countersigned by the bidder or authorized signatory.
- 16 Not more than one tender will be submitted by one tenderer.
- 17 The tenderer should furnish the following information with documentary evidence along with Technical Bid :
- i) Company profile indicating the details of address, website, fax, email address, telephone both land line and mobile number, if any.
  - ii) Valid Registration Certificate/Licence, under the Private Security Agencies (Regulation) Act 2005 (Central Act 29 of 2005) or Karnataka Private Security Agencies Rules, 2008 issued by the Deputy Inspector General of Police (Internal security Division), office of Director General and Inspector General of Police, Bangalore
  - iii) Provident Fund Account No.
  - iv) Proof of ESIC in favour of the Security personnel.
  - v) Income Tax Clearance Certificate.
  - vi) Service Tax No., VAT No., PAN No. and its related documents.
  - vii) Proof of compliance of various provisions of the Contract Labour (Regulations & Abolition) Act 1970 with the provisions of other laws such as Workmen's Compensation Act 1923, Minimum Wages Act 1948, EPF Act, Gratuity Act and other rules framed by Government of India. In case, the Institute is require to incur any expenses as Principal Employer under the provisions of laws for non completion of statutory norms, the Institute shall recover the same from the Contractor/Agency bills.



viii) Bankers Name Address.

ix) Balance sheet for the last three years.

x) List of clients including the name of the contact person, telephone number.

xi) Details of work orders for works carried out during the last five years (enclose work order copy).

xii) An affidavit duly certified by notary that the partners of the firm are sole proprietor or company have never been blacklisted by any Department. They should also certify that there is no police case/enquiry and / or ever been punished by the Hon'ble Court.

The submission of the bid without the documents mentioned above is liable for rejection. If the tenderer gives wrong information deliberately to create conditions for acceptance of the tender, the tender/bid is liable for rejection.

18. All the pages of the tender document should be signed by the bidder or authorized signatory of the firm.

19. Failure to fulfill any of the conditions given above shall render the tender for rejection.

### **C. OPENING OF BIDS**

20. The Technical Bids will be opened on **28<sup>th</sup> December, 2017 at 3.00 p.m.** in the Meeting Hall of SEEM Division at CSR&TI, Mysuru in the presence of such bidders who may wish to be present, either in person or through their authorized representatives.

21. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the Institute in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of Financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the Institute.

22. EMD of the unsuccessful bidders will be returned, without interest at the earliest.

### **D. ELIGIBILITY CONDITIONS/GUIDELINES FOR EVALUATION OF TECHNICAL BIDS**

23. Basic Eligibility for empanelment of the bidders for Security Services:

(a) The Bidder shall possess valid licence under the Private Security Agencies (Regulation) Act 2005/Karnataka Security Agencies Rules 2008 issued by the Deputy Inspector General of Police (Internal security Division), office of Director General and Inspector General of Police, Bangalore.





(b) The bidder should be in Security Services business for a minimum period of five years as on 28.12.2017.

(c) Experience of having successfully run or in hand the security services during the last five years ending 28.12.2017 as per following:

5 completed security service contracts or security service contracts in hand for providing not less than 25 security persons

Or

3 completed security service contracts or security service contracts in hand for providing not less than 50 security persons

Or

1 completed security contract or security contract in hand for providing not less than 100 security persons

(d) Average Financial Turn-Over (Gross) The bidder's average annual financial turnover (gross) in security services during the last three financial years, i.e., 2014-15, 2015-16 and 2016-17 duly audited by CA should not be less than Rs.50 Lakhs/year. Year in which no turnover is shown would also be considered for working out the average.

(e) Performance Certification : The bidders' performance, for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements.

**(f) Tenders received without proper documents, including demand draft, shall be summarily rejected.**

**For the purpose of pre-qualification, applicant will be evaluated in the following manner:**

24 . The initial criteria prescribed in Para 23 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for empanelment for the work will be determined.

25. The above will be followed by the visit of the Team of CSRTI to the sites of the contractor if felt necessary to inspect present contract(s) for on-the-spot first hand information regarding the security services provided etc.

26. On the basis of 24 and 25 above the Financial bids will be opened.



## **E. EVALUATION OF FINANCIAL BIDS**

27. The Financial Bids only of the Contractors/Agencies whose Technical Bids have been found substantially responsive to the Bidding Document will be opened. Such Contractors/Security Agencies will be informed by the Office.

## **F. AWARD OF THE CONTRACT**

28. The contract will be awarded to the bidder who has quoted lowest Financial Bid value.

## **G. PERIOD OF CONTRACT**

29. The Contract shall remain valid for a period of ONE YEAR only.

## **H. FORFEITURE OF EMD**

30. EMD of the successful bidder shall be liable to be forfeited if the bidder does not fulfill any of the following conditions:

- i. An agreement is not signed in the prescribed form within Fifteen (15) days of the receipt of the Letter of Award of the Contract;
- ii. The Contractor does not commence security services within fifteen (15) days of receipt of the Contract Award Letter from Director, CSR&TI, Mysore.

## **I. SECURITY DEPOSIT**

31. 10% of the contract value shall be the Security Deposit. The same shall be remitted by the successful bidders before entering into agreement with the CSR&TI, Mysuru. All bidders are expected to read the tender document containing qualifying conditions and participate in the tender process before quoting/ responding to the bid. The Security Deposit will be released after satisfactory completion of contract. It does not carry any interest.

## **4. TERMS & CONDITIONS**

Note : The bidders are advised to read the Terms and Conditions carefully.

### **GENERAL**

1. The successful bidder/tenderer will have to make an agreement as per format under Section - 7 with Director, CSR&TI, Mysuru on the terms and conditions of the contract on a Rs. 100/- Non-Judicial Stamp paper. The cost of the Stamp Paper has to be borne by the Contractor/Agency.
2. The Contractor/Security Agency should have an Office in Mysuru.
3. The successful bidder will be required to submit 10% of the contract value as Security Deposit. The same shall be remitted by the successful bidders before entering into agreement with the CSRTI Mysuru. All bidders are expected to read the tender document containing qualifying conditions and participate in the tender process before quoting/ responding to the bid. The Security Deposit will be refunded to the Contractor after recovering losses/ dues/ penalties etc. left unpaid if any after satisfactory completion of contract. It does not carry any interest.

### **JOB RESPONSIBILITIES OF THE CONTRACTOR/SECURITY AGENCY**

4. The Contractor/ Agency should deploy very efficient Security Guards to manage the security issues as specified by the Institute through posting the security personnel in such a manner so as to ensure, attending to the following : -
  - a. Every aspect of the security, personal security, prevention of unauthorized movement of the goods/stranger avoiding damage and/or loss of any kind to the unit in which service is being provided.
  - b. Detection/tracing of the persons involved in theft and reports the matter to the authority concerned.
  - c. Movement of men, materials and machinery at CSR&TI, Mysuru.
  - d. Screening and recording all incoming and outgoing persons, vehicles and materials.
  - e. Verification of gate passes and visitor's identity and check for persons visiting CSR&TI wear a "VISITOR BADGE" and he/she should have sufficient reason to see a person of the CSR&TI.
  - f. Introducing anti-theft measures.



- g. Reporting of cases of theft to the local police and the CSR&TI authorities and follow-up of each case.
- h. Providing escort services to men, materials and valuable, if necessary.
- i. Informing and assisting the fire brigade staff in emergency.
- j. Prevention of entry of unauthorized persons to the premises with due regard to vigilance of the entire campus during and after office hours and in staff quarters on all days.
- k. Performance of any other task assigned by the CSR&TI, CSB, Mysuru in the interest of security.
- l. To provide Security for the property of CSR&TI, CSB, Mysuru in areas/locations as assigned by the officer designated by the institute.
- m. Special Assignment: The Security Guard should carry out any specific task as may be assigned to them by CSRTI Mysuru, from time to time in the interest of the security of the premises, any unauthorized activity may be objected and should be brought to the notice of the higher authorities in writing. Security Guard should collect information on security matters and brief Establishment Officer immediately depending upon gravity of the situation.

#### **STANDARD FOR PHYSICAL FITNESS OF SECURITY GUARDS**

5. Security Guards : A person shall be eligible for being engaged or employed as Security Guard, if he fulfills the standards of physical fitness as specified below :
- (a) The guard not be less than 18 years and more than 50 years and they should be physically fit to perform the duties assigned to them.
  - (b) only Male Guards shall be provided.
  - (c) Height, 160 cms (for females 150 cms)
  - (d) Eye sight : Far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from colour blindness
  - (e) Free from knock knee and flat foot.
  - (f) Hearing : free from defect, should be able to hear and respond to the spoken voice and alarms generated by the security equipments.
  - (g) The Guard should have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.

- (h)The guard should be free from any contagious or infectious disease. He should not be suffering from any disease which may likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- (i)The security agency shall ensure that every security guard undergoes a medical examination at the time of appointment and thereafter once in every twelve months from his last such examination so as to ensure his continued maintenance of Physical standards as prescribed for the entry level.

### **SHIFT HOURS**

6. The security guards shall be deployed in 3 shifts as detailed below:

1<sup>st</sup> Shift 06.00 hours to 14.00 hours

2<sup>nd</sup> Shift 14.00 hours to 22.00 hours

3<sup>rd</sup> Shift 22.00 hours to 06.00 hours

### **DUTIES OF SECURITY GUARDS**

7. (a)To guard entrance and exist points and to control the movement of the visitors and avoid inconvenience, if any, cordially and diligently. Every visitor should be guided to Reception; Identity cards of staff of employees should be personally checked.
- (b) To check all incoming and outgoing property/ goods and to ensure that they are accompanied by proper gate pass / authority letter. Copy of such gate-pass/authority letter should be kept in safe custody and produced as and when demanded by the Authority
- (c) The report to the concerned authority/supervisor if any incident of theft, pilferage, fire or arson occurs.
- (d) To provide necessary security cover to employees of CSR&TI, Mysuru.
- (e) To check the movement of office vehicles by noting time of out going and incoming vehicle with their numbers. A separate register be kept for private vehicle with similar particulars.

### **UNIFORM**

8. Uniforms shall be supplied by the Contractor at his own cost, to the persons deployed for this work and it shall include Khaki bush-shirt, army cut pant, anklets, ankle boots, web belt (with baton strap), baton, beret with ceremonial heckle and line yard, whistle, loaded torches [ Rechargeable torches are not permitted] etc. The seasonal equipment such as Jerseys, great coats, in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and the CSR & TI, shall have no liability whatsoever on this account. The Director of the CSR & TI shall approve the Uniform.



### **CHARACTER VERIFICATION AND ANTECEDENTS**

9. The Security Agency should get the character/antecedence of each Security Guard verified before he is engaged and he should be able to produce the verification report as and when required for any departmental enquiry of the Institute or police concerning each Security Guard who may be engaged by him.

### **PHOTO IDENTITY CARDS**

10. The Security Guard who may be engaged by Security Agency from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should be worn by each security guard on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal. A duplicate copy of each identity card should be made available to the Establishment Section of CSR&TI, Mysuru, in advance. Present and permanent addresses of all security Guards should be made available to the Establishment Officer before their deployment in CSR&TI, Mysuru.

### **POLICE COMPLAINTS**

11. For any matter requiring police complaint/assistance, prior permission should be taken from CSR&TI, Mysuru. Liaison with police is to be maintained for detection of theft cases, law and order problems, etc. of the Institute.

### **LIAISON**

12. A responsible person of the Agency should maintain on its behalf with the Establishment Officer of the Institute, at least once a week or whenever called for.

### **REMOVAL OF SECURITY GUARDS/SUPERVISOR**

13. The Security Agency shall remove/change/replace any Security Guard, if at any time found unsuitable or undesirable in the opinion of the Director, CSR&TI, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract. Notwithstanding the above, he will periodically change the guards from our Institute and also rotate them on their duty posts.

### **DUTY CHECKING**

14. The Security Agency's Guard would be liable to be checked by this Institute's Establishment Officer and any other Officer of this Institute and for this purpose he should maintain a Guards Attendance/Schedule Register. Its supervisors, or any of its officials for their upkeep, alertness and alcoholism should also check Security Agency guards. As special assignment, they have to carry out intelligence work by taking rounds in civil dress.



### **LIABILITY/ LOSSES**

15. Loss or damage to any material/property either through theft or otherwise due to negligence of its Security Guard shall be made good by Security Agency at its own cost. The decision as to whether the loss or damage through the theft is attributable due to negligence of its Security Staff shall solely rest with the Director, CSR&TI, who shall have the right to require Security Agency to pay the costs of such missing/damaged material/property and it shall make good without any demur or objection on receipt of a written demand from CSR&TI, as and when circumstances arise.

### **ASSIGNMENT**

16. The Security Agency shall not assign or transfer this contract or part thereof to any one.

### **COMPLIANCE OF LABOUR LAWS & REGULATIONS**

17. The Contractor/ Security Agency is required to comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, which includes maintenance of Attendance Register, maintenance of Payment Register, etc. The Security Agency has to deposit the wages of its employees in the Central Bank of India Extension Counter located in CSRTI Mysuru campus in the account of the employees, and to comply with the provisions of ESI/PF, etc. He is required to produce copies of all challans/documents of having deposited the amount, every month along with his monthly bill.

18. The Security Agency shall be responsible for the payments to Security guards employed for the performance or carrying out the said work and that CSR&TI, Mysuru, shall in no event be liable and he shall keep CSR&TI, Mysuru, indemnified against the same and from all proceedings in respect thereof. The payment to the employees of Security Agency towards wages, allowances should be made by A/C payee cheque and in case the payment is remitted in cash, it should be disbursed in the presence of authorized representative of CSR&TI, Mysuru.

19. The Security Agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's Compensation Act and amendments thereto. He shall be responsible for and pay the expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the premises. The employees (Security Guards) shall be deemed to be his employees for the purpose of the Shops & Establishments Act (Karnataka State), Payment of Wages Act, Minimum Wages Act and all other Labour Laws, Rules and Regulations there under, CSR&TI, Mysuru, reserves the right to check the actual payment of the wages register maintained by him and also the connected documents in respect of the above.

20. The Security Agency shall duly introduce the Contributory Insurance Scheme for its employees under him, if so required by law as envisaged by the provisions of the Employees' State Insurance, Act, 1948.

21. The Security Agency shall duly introduce the provident fund scheme for its employees if so required by law as envisaged under the provisions of Employees' Provident Fund. As the Security Agency should see that the recoveries of Provident Fund in respect of his employees are made regularly from the wages of his employees as per the terms of the Provident Fund Act/Scheme, and the same is deposited regularly with the concerned authority.

22. The Security Agency shall observe and implement all the laws of the land and the rules framed there under such as Workmen's Compensation Act Industrial Disputes Act, Minimum Wages Act Factories Act and Central Labour Act. and that CSR&TI, Mysuru, shall in no event be liable or responsible for any default that will arise out of non observance of such laws/rules on his part and that he shall indemnify and keep indemnified CSR&TI, Mysuru, against any damage and/or injury caused to the premises, or to the properties.

23. Any acquiescence or waiver by CSR&TI, Mysuru, of any delay, breach or default committed by him shall not be deemed to be or considered as estoppel against CSR&TI, Mysuru, or prevent CSR&TI, Mysuru, from exercising any of its rights under any of the provisions mentioned in this documents.

24. The Contract is for a period of One year. During the validity period of the Contract, there shall be no revision of the compensation payable to the Security Agency. The Security Agency shall ensure that it pays the minimum wages in force and as prescribed by the competent authorities. The Security Agency is required to maintain all documents and records as required under the statutory laws and rules in force from time to time.

25. The Agency should be firm for the contract period and there shall be no variation/ escalation on any account except regarding service tax and minimum wages for workers. The workers should not be paid less than minimum wages as prescribed by Chief Labour Commissioner (Central), Ministry of Labour and Employment, GOI, New Delhi. Any revision in the rates of Minimum wages for workers and service tax by Govt. of India during the currency or renewal of the Contract will be considered for payment by CSR&TI, Mysuru at actual, subject to production of documentary evidence by the Contractor.





26. Any revision in the rates of Service Tax by Govt. of India and Minimum wages for the workers during the currency of the contract as per the Gazette Notification of the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (Central), New Delhi will be payable by CSRTI Mysuru. The Contractor should submit claim along with the copy of Gazette for making additional payment due to for further AMC/Contract charges on monthly basis. In case minimum wages quoted in Financial bid are less than the prevailing minimum wages as per Central Government their Financial bid will be rejected.

**27.** The Service Charges payable to the Contractor will not be revised and will remain fixed during the entire period of the Contract. In event of renewal or extension of the Contract the Service Charges for Contractor agreed at the time of award of Contract will remain unchanged. **Further NIL service charges over and above the minimum wage, the bid will be considered as NULL & VOID and the concerned Security Agency's bid will be treated as unresponsive and its bid will not be considered.**

28. The Director reserves the right to increase or decrease the number of Security Personnel during the contract period and the contractor shall provide the revised number of Guards/ Personnel at the rate approved for the Contractor.

#### **PAYMENT**

29. Bills raised by the Security Agency will be paid to the Security Agency within 10 days from the date of submitting the same with all relevant documents to the Accounts Section of CSR&TI, Mysuru. Security Agency will maintain a Muster Roll to record the presence on duty of Security Guards for each shift of the duty. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the Institute. All the payments made by the CSR&TI, Mysuru shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act 1961.

#### **ABSENCE OF GUARDS & ADDITIONAL MAN POWER**

30. The Security Agency shall be responsible for providing the requisite man-hours as detailed above on round the clock basis on all days. If the persons falling sick avails leave or remains absent arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the Security Agency on pro-rata basis.

#### **CAMPING FACILITY**

31. The Security Agency and its persons employed by him at CSR&TI, Mysuru have no camping right whatsoever in the Institute's premises.

## **INDEMNIFICATION**

32. The members of the Security staff provided by the Security Agency should be employees of the Security Agency and all disputes between the Security Agency and the security staff shall be resolved by the Security Agency and shall have no bearing on CSR&TI, Mysuru. The Security Agency should indemnify any claim, title indebt, cost, damage, compensation in respect of its employees posted on CSR&TI, Mysuru premises.

## **LIQUIDITY DAMAGES**

33. Liquidity damages of 1% per day of the monthly service charges shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the Security Agency as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land.

## **PENALTY**

34. The Director/Officer-in-Charge, CSR&TI, Mysuru shall be entitled to impose any penalty to the extent of Rs.5,000/- (Rupees five thousand only) on the first occasion upon the agency in the event of breach, violation contravention of any of the terms and conditions contained the agreement brought to the notice. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the Director/Officer-in-Charge, CSR&TI, Mysuru in this regard shall be final and binding upon the agency. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive but illustrative and penalty may be imposed on any violation/breach or contravention of any of the terms & conditions as well as assigned duties and responsibilities.

- (a) If the personnel are not found in proper uniform, and not displaying photo identity card.
- (b) If the personnel found indulging in smoking/drinking alcohol while on duty.
- (c) If any personnel found performing the duty by submitting a fake name and address.



## **TERMINATION OF THE CONTRACT**

The contract can be terminated in under any of the following conditions :

35. CSR&TI, Mysuru shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Security Guards employed by it.

36. Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Security Agency.

37. Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.

38. If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.

39. If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.

40. If Security Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the Director of CSR&TI, Mysuru, whose decision in that behalf shall be final is prejudicial to the interest or good name of the Institute.

41. If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.

42. Violation of the provisions of Contract Labour (R & A) Act 1970, Private Security Agencies (Regulation) Act 2005 and other acts, rules schemes or notifications issued by the Central or Karnataka State Govt. from time to time, as applicable.

43. On termination/expiry of the contract, the, Security Agency will immediately remove all its personnel from the premises of the CSRTI.

## **JURISDICTION**

44. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Mysore Law Courts only.



## Annexure I

### CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE

CENTRAL SILK BOARD,  
MINISTRY OF TEXTILES, GOVT. OF INDIA,  
MANANDAVADI ROAD, SRIRAMPURA  
MYSURU - 570 008

### TECHNICAL BID

**NOTE : To be filled and placed in a separate envelop super-scribed:  
"TECHNICAL BID FOR PROVIDING SECURITY SERVICES AT CSR&TI, Mysuru".**

1. Name of Contractor/Agency/Firm :  
(Attach certificate of registration)
  
2. Full address of the Contractor/Agency/Firm :
  
  
  
  
  
  
  
  
  
  
3. Contact details of the Contractor/Agency/Firm :  
  
    Telephone Number :  
    Mobile No. :  
    Fax No. :  
    Email :  
    Website :
  
4. Private Security Agency (Regulation) Act  
2005 Registration Number (Attach a  
Photocopy of the Registration Certificate/Licence) :
  
5. Contract Labour (Abolition and Regulation  
Act) 1970 Registration Number (Attach a  
Photocopy of the Registration Certificate/Licence ) :
  
6. EPF Registration Number (Please attach a copy) :
  
7. ESI registration Number (Please attach a copy) :
  
8. PAN Number (Please attach a copy) :
  
9. Service Tax Registration Number (Please attach a copy) :



10. Details of similar Contract handled/being handled by the Contractor/ Tenderer/ Agency

S.No.	Details of the client with address, telephone and fax numbers	No. of Security Personnel involved in the Contract	Amount of Contract (Rs.)	Duration of Contract	
				From	To

**Note : If space is insufficient please use additional sheets**

11. Additional information, if any (Attach separate sheets if required) :

DECLARATION

I ..... Proprietor/Director/Authorized signatory of agency/firm mentioned above, is competent to sign this declaration and execute this tender document.

I/we have read the Terms and Conditions of the contract given above, I agree to abide by them.

The information/document furnished with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the Contractor or authorized person : \_\_\_\_\_

Name of the authorized person : \_\_\_\_\_

seal of the firm

Date: \_\_\_\_\_

Place : \_\_\_\_\_



## CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE

CENTRAL SILK BOARD,  
MINISTRY OF TEXTILES, GOVT. OF INDIA  
MANANDAVADI ROAD, SRIRAMPURA  
MYSURU - 570 008

### FINANCIAL BID

**NOTE :** To be filled and placed in a separate envelope super-scribed:

"FINANCIAL BID FOR PROVIDING SECURITY SERVICES AT CSR&TI, Mysuru".

The Security Personnel Required for Security Services at CSR&TI, Mysuru

Type of Security Personnel	Number Security Personnel required
Security Guards (Without Arms)	12(Twelve)

#### **Table 1 : Calculation of rates for Security Personnel.**

Note : The wages should not be less than the rates of minimum wages notified by the office of Chief Labour Commissioner (Central), Ministry of Labour and Employment, G O I, New Delhi, Central Sphere rates for Security personnel (under Watch & Ward category) from time to time. No separate reliever charges is payable. The tenderer should specifically indicate the rates in the format given below only. The wages has to be calculated for Twenty Six (26) days only per month.

Sl. No.	Particulars	Rate per Security Guard/ month
1.	Basic + VDA As on ..... vide G.O. No. dated .... (copy should be enclosed)	
2	PF on Basic + VDA	
3	ESI on Basic + VDA	
4	Service charges of the Security Agency	
5	Sub-Total (1+2+3+4)	
6	Service Tax as applicable on Sl. No. 5	
	Grand Total (5+6) in figures	
	In words	

Continued.....



**Table 2 : Rates & Amount for security personnel**

Item No	Type of Security Personnel	Rate per Security personnel per month ***  (a) (In Rs.)	Number of Security Personnel required  (b)	Amount (Rs.) per month (a) x (b)  (In Rs.)
1	Security Guard (Without Arms)		12 (Twelve only)	
	TOTAL		12(Twelve only )	

**\*\*\* to be taken from Table 1**

Total Amount per month in words .....

Total Amount per year ( Total amount per month x 12 months) = Rs.....

(In words.....)

Dated:

Signature & Seal of the  
Contractor/Agency or the bidder.

Note : To be made on Rs.100/- Non Judicial Stamp Paper)

DRAFT OF CONTRACT AGREEMENT

AGREEMENT

THIS AGREEMENT made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between Central Sericultural Research & Training Institute, Srirampura, Manandavadi Road, Mysuru 570 008 and referred to as the "CSR&TI, Mysuru" which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns of the FIRST PART

And M/s \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, 1956 [or individual concern of firm as the case may be] having the office at \_\_\_\_\_ represented by \_\_\_\_\_ (Hereinafter referred to as "Security Agency" [ which expression shall always include unless repugnant to the context, its executors, administrators, successors and assigns] of the SECOND PART.

WHEREAS the CSR&TI, Mysuru is an unit of Central Silk Board, a Statutory Body created by an Act of Parliament viz. Central Silk Board Act 1948, under the Ministry of Textiles, Government of India [hereinafter referred to as CSB] & is desirous of giving a job contract for providing security services at CSR&TI, Mysore, the Member Secretary who represents the Central Silk Board, has authorized the Director, CSR&TI, Mysuru to execute this Agreement.

WHEREAS the Security Agency who is engaged in the business of providing security services has offered to provide security services to the CSR&TI, Mysuru. He has represented that he is a registered contractor and has obtained license under the provisions of Private Security Agencies (Regulation) Act 2005 and Contact 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.

WHEREAS the Security Agency has expressed their keen desire to provide the said services to the CSR&TI, Mysuru under this agreement. The Security Agency has also represented that they have the necessary infrastructure, manpower and experience in the above area and they possess the financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the CSR&TI, Mysuru from time to time.





WHEREAS on the aforesaid representation made by the Security Agency to the CSR&TI, Mysuru, the Parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.

The following documents shall be deemed to form and be read and construed as part of this Agreement :

I. The letter of Acceptance of Bid

II. Tender document for providing the security services at CSR&TI, Mysuru in whole containing.

- a. Tender Notice
- b. Introduction
- c. Scope of work
- d. Instructions to the bidders
- e. Terms & Conditions
- f. Technical Bid
- g. Financial Bid
- h. Contract Agreement

III. The letters exchanged between the CSR&TI, Mysuru and Security Agency after receipt of the Bids and award of the Contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER :

1. OBLIGATIONS OF THE SECURITY AGENCY

a. The Security Agency shall operate and provide security personnel to the CSR&TI, Mysuru at its various sites/points as indicated vide Annexure-A to this Agreement. The said Annexure-A also indicates number of security personnel provided and their description.

b. The regularity of the performance of the service will be the essence of this Agreement and shall form a central factor of this Agreement. The Security Agency shall take all possible steps to ensure to maintain its performance as determined by the CSR&TI, Mysuru from time to time.

c. The assessment made by CSR&TI, Mysuru regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to provide/give the required quality of security service at any given place, premises or part thereof, shall be final and acceptable by and binding upon the Security Agency and services should be provided accordingly.

d. The Security Agency shall provide the security services at the demised premises by deploying its well trained and experienced personnel who are physically fit in such numbers as may be instructed as per the assessment made by the CSR&TI, Mysuru as to how many personnel can provide the required quality of services at a given place for a given job. The security personnel so deployed should be literate and able to read and write English, Hindi/ Kannada.



e. That the Security Agency shall communicate the names, parentage, residential address, age , etc. of the persons deployed at each point.

f. That the Security Agency shall ensure that the personnel of the Security Agency are punctual and remain alert and vigilant in performance of their duties. If the CSR&TI, Mysuru notices that the personnel of the Security Agency has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Security Agency who will devise corrective steps immediately to avoid recurrence of such incidents and report to the CSR&TI, Mysuru its action plan.

g. That the Security Agency shall ensure that the persons so deployed do not allow any property of the CSR&TI, Mysuru to be taken out of the premises without a Gate Pass signed by the designated official. The CSR&TI, Mysuru will intimate to the Security Agency specimen signatures of the Officials designated and authorized and to sign the Gate Pass. Any changes will be intimated in writing.

h. If any personnel of the Security Agency indulge in theft, negligence or any illegal/irregular activities, misconduct, the Security Agency will take appropriate action against its erring personnel and intimate accordingly to the CSR&TI, Mysuru.

i. That it shall be the sole responsibility of the Security Agency to ensure security and safety of all type of properties movable and immovable assets of the CSR&TI, Mysuru and if there is any loss on account of dishonesty, connivance and/or due to any cause, the Security Agency shall make good on demand the entire loss to the said CSR&TI, Mysuru as assessed by the CSR&TI, Mysuru. The Security Agency shall report promptly to the CSR&TI, Mysuru theft or pilferage that takes place or where any attempt is made to that effect and loss, if any shall be recovered fully from Security Agency immediately subject to reimbursement, if proved by the investigating authorities that the loss was not due to the negligence on the part of the security personnel so deployed by the Security Agency. The loss so assessed shall be recovered from the Security Agency from out of the Security Deposit and or from any amount due to the Security Agency and balance if any shall be recovered in a manner as deemed fit by the CSR&TI, Mysuru. The decision of the CSR&TI, Mysuru is final.

j. The Security Agency shall keep liaison with the Police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.

## 2. TERMS OF PAYMENT

a. In consideration of the due and satisfactory services rendered by the Security Agency's workforce in terms of this Agreement in the preceding month the CSR&TI, Mysuru shall pay to the Security Agency every month on receipt of bill and claim for service charges on this account, minimum wages as may be admissible to the workforce as under :

i) Consolidated sum amounting to total monthly emoluments payable for the workforce of the Security Agency supplied to CSR&TI, Mysuru in terms of this Agreement consisting of statutory minimum wages as notified by the Chief Labour Commissioner(Central), (Supported by copy of notification) plus EPF and ESI charges at the notified statutory rates .

ii) Service charges at xxx/month/person engaged by the Security Agency for the services rendered by him to the CSR&TI, Mysuru in respect of the Agreement. Both the bills shall be claimed separately every month and shall be accordingly payable to the Security Agency by the CSR&TI, Mysuru.

b. The Security Agency shall not increase the said service charges on any ground whatsoever during the period of this Agreement. The rates of minimum wages, EPF, ESI deductions are subject to revision as per the revisions statutorily effected by the concerned Chief Labour Commissioner (Central) as notified from time to time. In which case, the revised rates are admissible only such revisions are supported by the copies of the relevant notifications issued by the Chief Labour Commissioner (Central).

c. All the payments made by the CSR&TI, Mysuru shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act 1961. The agreed sum shall also be liable for deduction which may become due under the relevant clause of this Agreement.

d. The Security Agency, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/ salaries to such persons which in any case will not be less than the minimum wages as fixed or prescribed for the category of the workers employed by it from time to time by the Chief Labour Commissioner (Central).

e. The Security Agency will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with proof of EPF and ESI remittances and the bill to be submitted on the 3<sup>rd</sup> day of every calendar month for verification to the nominated official of CSR&TI, Mysuru, failing which, the payment of the bill by CSR&TI, Mysuru will be withheld until such compliance. The Security Agency shall ensure that payment to his employees is made in cash in the presence of an authorized representative of the CSR&TI, Mysuru/through Bank. The said authorized representative will make entries in the Register of Wages or the Register of Wages-cum-Muster roll as the case may be in the following form :

“Certified that the amount in column no. .... has been paid to the employees concerned in my presence on ..... at.....”



### 3. SUBMISSION AND VERIFICATION OF BILLS

The Security Agency shall submit on a monthly basis the bills for the services rendered in the preceding month along with enclosures as indicated supra to enable the CSR&TI, Mysuru to verify and process the same.

### 4. REPORTING TIME AND PLACE

a. The personnel of the Security Agency shall provide the requisite services on an 8 hour working shift for 7 days a week or as the CSR&TI, Mysuru may require from time to time. Such personnel shall be stationed at the designated sites and shall report to the designated officer of the CSR&TI, Mysuru during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.

b. The services rendered by the Security Agency under this Agreement shall be under close supervision, coordination and guidance of the CSR&TI, Mysuru, Security Agency shall frame appropriate procedure for taking immediate action as may be advised by the CSR&TI, Mysuru from time to time.

c. The Security Agency shall decide the modus operandi as to engage the security men by it for rendering proper and efficient services and to conform to its prescribed standard.

### 5. DISCIPLINE

a. The personnel of the Security Agency shall always be tidily dressed in the uniform supplied by the Security Agency at its own cost. The pattern of the uniform to be supplied by the Security Agency will be of a different pattern than given by the CSR&TI, Mysuru to its own employees. Further, the Security Agency shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at CSR&TI, Mysuru's option would be subject to verification at any time. The CSR&TI, Mysuru may refuse the entry into its premises to any personnel of the Security Agency not bearing such identity card or not being tidily dressed.

b. No personnel of the Security Agency shall leave the demised premises where they have been deployed without the permission of the CSR&TI, Mysuru.

c. The CSR&TI, Mysuru shall always have the right and liberty to do surprise inspection at its sites.

d. The services rendered by the Security Agency under this Agreement will be under close supervision, coordination and guidance of the CSR&TI, Mysuru. The Security Agency shall frame the appropriate procedure for taking immediate action as may be advised by the CSR&TI, Mysuru from time to time.



e. The Security Agency shall take all the reasonable precautions to prevent any unlawful riot or disorderly conduct of acts of his employees so deployed and for the preservation of peace and protection of persons and the property of the CSR&TI, Mysuru.

f. That in case any of the persons so deployed by the Security Agency does not come upto the mark of performance in his duties or indulge in any unlawful rioting or disorderly conduct, or is not desired by the CSR&TI, Mysuru, the Security Agency shall at once remove him from the premises and put another person in the place. The Security Agency shall immediately replace the particular person so deployed on the demand of the CSR&TI, Mysuru in writing.

g. That the Security Agency shall deploy his employees in such a way that the employees get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Central Minimum Wages Act. The Security Agency shall in dealing with persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The Security Agency shall also be responsible for replacement of any member of the security falling sick, proceeding on leave or otherwise absent at no additional cost of the CSR&TI, Mysuru. On occasion when due to paucity of men or for other reasons, it is not immediately possible for them to provide suitable substitute, the work should be rearranged to be carried out by the existing security personnel by performing extra duties on payment of the overtime to them which the Security Agency shall bear and can not charge to CSR&TI, Mysuru. In the event of Security Agency 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 for furnishing any information or submitting or filing forms, returns, etc. under the provisions of the said Act and Rules which are materially incorrect, they shall without prejudice to any other liability, pay to the CSR&TI, Mysuru, a sum, not exceeding a days salary for every default, breach or furnishing /making/ submitting/ filing such materially incorrect statement and in the event of Security Agency defaulting continuously he shall be liable to pay, a days salary multiplied by the number of defaults for each default in respect of each category.

h. It is understood between the parties hereto that the Security Agency alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against CSR&TI, Mysuru. The CSR&TI, Mysuru shall under no circumstances be deemed or treated as the employer in respect to any person(s) engaged/employed by the Security Agency for any purpose, whatsoever, nor would the CSR&TI, Mysuru be liable for any claim(s) whatsoever, by any such person(s).



## 6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- a. This agreement is for providing the aforementioned services and is not an Agreement for supply of Contract Labour. It is clearly understood by the Security Agency that the persons employed by the Security Agency for providing services as mentioned herein, shall be the employees of the Security Agency only and not of the CSR&TI, Mysuru. The number of persons to be employed and the individual person to be employed for providing security services, shall be decided by the Security Agency who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, central minimum wages, bonus, gratuity, etc.
- b. The CSR&TI, Mysuru shall not be liable for any obligation/responsibilities, contractual, legal or otherwise, towards the Security Agency's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c. The employees/personnel of the Security Agency rendering the services under this agreement, shall never be deemed to be the employees of the CSR&TI, Mysuru in any manner whatsoever and shall not be entitled to claim for employment, salary/wages, damages, compensation or anything from the CSR&TI, Mysuru arising from their deployment by the Security Agency.

## 7. STATUTORY COMPLIANCES

- a. The Security Agency shall obtain all registration(s)/permission(s)/Licence(s), etc. which are/may be required under any labour or other legislation(s) for providing the Security Services under this agreement.
- b. It shall be Security Agency's responsibility to ensure compliance of the Central Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Security Agency indemnifies and shall always keep the CSR&TI, Mysuru indemnified against all losses, damages, claims, actions taken against CSR&TI, Mysuru by any authority/office in this regard.
- c. The Security Agency, undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation & Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Security Agency shall further observe and comply with all Government laws concerning employment of staff employed by the Security Agency and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Security Agency is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirement of law.



d. The Security Agency shall give an undertaking by the 22<sup>nd</sup> of the preceding month in favour of the CSR&TI, Mysuru that he has complied with all the statutory obligations. A draft of the said undertaking is attached herewith at Annexure-B of this Agreement.

## 8. INDEMINIFICATION

a. The Security Agency shall at its own expense make good any loss or damage suffered by the CSR&TI, Mysuru as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any of the premises of the CSR&TI, Mysuru or otherwise.

b. The Security Agency shall at all times indemnify and keep indemnified the CSR&TI, Mysuru against any claim on account of disability / death of any of its personnel caused while providing the security services within / outside the site or other premises of the CSR&TI, Mysuru which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any personnel of the Security Agency deployed at the sites of the CSR&TI, Mysuru or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Security Agency or not, who provided or provide the services at the site of any other premises of the CSR&TI, Mysuru as provided hereinbefore.

c. The Security Agency shall at all times indemnify and keep indemnified the CSR&TI, Mysuru against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the CSR&TI, Mysuru premises or before and after that.

d. If at any time, during the operation of this Agreement or thereafter the CSR&TI, Mysuru is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Security Agency or to any third party in any event not restricted but including as mentioned in sub-clauses [a], [b] and [c] hereinabove, the Security Agency shall immediately pay to the CSR&TI, Mysuru all such amount and costs also and in all such cases / events the opinion of the CSR&TI, Mysuru shall be final and binding upon the Security Agency. The CSR&TI, Mysuru shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or from any pending bills of the Second Party.



## 9. LIABILITIES AND REMEDIES

In the event of failure of the Security Agency to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the CSR&TI, Mysuru shall be entitled to procure services from other sources and the Security Agency shall be liable to pay forthwith to the CSR&TI, Mysuru the difference of payments made to such other sources, besides damages at double the rate of payment.

## 10. LOSSES SUFFERED BY SECOND PARTY

The Security Agency shall not claim any damages, costs, charges, expenses, liabilities arising out of performance / non performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and /or its personnel in rendering or non rendering the services under this Agreement.

## 11. TERM

This Agreement shall be effective for a period of ONE YEAR w.e.f. \_\_\_\_\_ and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the CSR&TI, Mysuru.

## 12. TERMINATION

- a. On expiry of the Contract period as stated above.
- b. Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the CSR&TI, Mysuru shall give only a 24 hours' notice for termination of this Agreement to the Security Agency when there is a major default in compliance of the terms and conditions of this Agreement or the Security Agency has failed to comply with its statutory obligations.
- c. If Security Agency commits breach of any covenant or any clause of this agreement, CSR&TI, Mysuru may send a written notice to Security Agency to rectify such breach within the time limit specified in such notice. In the event Security Agency fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated without further notice and Security Agency shall be liable to CSR&TI, Mysuru for losses or damages on account of such breach.
- d. This Agreement may be terminated forthwith by the CSR&TI, Mysuru, if security Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
- e. During the notice period for termination of the Contract in the situation contemplated above, the Security Agency shall keep on discharging his duties as before till the expiry of the notice period.





### 13. ASSIGNMENT OF AGREEMENT

a. This Agreement is executed on the basis of the current management structure of the Security Agency. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the CSR&TI, Mysuru shall be a ground for termination of this Agreement forthwith.

b. The Security Agency shall furnish to the CSR&TI, Mysuru all the relevant papers regarding its institution, names and addresses of the management and other key personnel of the Security Agency and proof of its registration with the concerned Government Authorities required for running such a business of Security Agency.

c. That the Security Agency shall always inform the CSR&TI, Mysuru in writing about any change in its address or the names and address of its key personnel. Further, the Security Agency shall not change its ownership without prior approval of the CSR&TI, Mysuru.

### 14. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at address indicated in the preamble or such other addresses as maybe intimated from time to time in writing.

### 15. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Security Agency may have access to confidential information of CSR&TI, Mysuru and it undertakes that it shall not, without CSR&TI, Mysuru prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

### 16. AMENDMENT / MODIFICATION

The parties can amend this Agreement at any time. However, such amendment shall be effective only when it is reduced to writing and signed by the authorized representatives of both parties hereto.

### 17. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and government or public authorities' demands or requirements.



## 18. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made /executed at Mysuru for all purposes. In the event of any dispute related to the interpretation or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Member Secretary of the CSR&TI, Mysuru. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be Mysore.

## 19. TWO COUNTERPARTS

This Agreement is made in duplicate. The Security Agency shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of work order against this Agreement without prior submission of acceptance, it will be taken that all terms are acceptable.

## 20. LIST OF ANNEXURES - I & II

IN WITNESS WHEREOF the CSR&TI, Mysuru and the Security Agency above said have hereunto subscribed their hands on the day month and year first mentioned above in the presence of the following witnesses:

SIGNED, SEALED AND DELIVERED  
FOR CSR&TI, MYSURU  
BY \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
FOR SECURITY AGENCY  
BY \_\_\_\_\_

WITNESSES

WITNESSES

1.

1.

2.

2.

Various sites/points/places where security personnel have to deployed by the Agency as detailed below:

Sl.No.	Location /area to be covered by the Security Guards	Number of person
1.	Main Gate	1 No.
2	Hostel Host Plant Division (FMS) Training Division	1 No.
3	RTI SED CRC PML New Land	1 No.
4	North Gate:- S.W Pathology Type II Staff Quarters Power House Breeding Laboratory	1 No.

Note: Four locations as mentioned above requires 1 (one) Guard per shift.

- Total shifts – 3 shifts ( 6.00 am to 2.00 pm)  
(2.00 pm to 10.00 pm)  
(10.00 pm to 6.00 am)

2 Total No. of Guards required --- 4 guards X 3 shift = 12 (Twelve)

Pro-forma suggested for an Undertaking by a Contractor for Compliance of the Provision of Contract Labour [Regulation and Abolition] Act, Rules and other laws as applicable.

I \_\_\_\_\_ S/o \_\_\_\_\_ Proprietor / Partner / Director of \_\_\_\_\_ do hereby declare and undertake as under :

1. That in the capacity of independent contractor by M/s. \_\_\_\_\_ [description of Principal Employer] I have complied with the provisions of Contract Labour [Regulation and Abolition] Act, 1970 in holding a valid licence under the Act and the Rules thereto. I have paid the wages for the month of \_\_\_\_\_ to all my employees and no dues are payable to any employee.

2. That I have covered all the eligible employees under Employees, Provident Fund and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions under out code numbers for the following month and as such no amount whatsoever is payable.

3. I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer for my lapse, I undertake to reimburse the same or the principal employer is authorized to deduct the same from my dues as payable.

SIGNATURE & SEAL OF THE  
SECURITY AGENCY.