

**CENTRAL TASAR RESEARCH & TRAINING INSTITUTE  
CENTRAL SILK BOARD  
NAGRI,RANCHI-835303**

**NO:CSB/**

**DATE:**

For and on behalf of the Director,Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi-835303 (Jharkhand) invited sealed tenders from reputed Security Agencies up to 16.11.2010 and will be opened on 18.11.2010 at 11.00 A.M. on the same day.

Description	EMD quoted value %	Last date for issuing of tender	Office from which the tender can be collected
Providing Security Services to Central Tasar Research & Training Institute, Nagri, Ranchi-835303 (Jharkhand)	2%	15.11.2010	The Director Central Tasar Research & Training Institute, Nagri, Ranchi- 835303 (Jharkhand)

The tender document will be issued on written requisition from the Security Agency on payment of Rs.500/- (Rupees five hundred only) being the Coty of tender schedule (Non refundable) per set.

Tender Document issued to Shri/M/s.....-----

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**CENTRAL SILK BOARD**

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**CENTRAL TASAR RESEARCH & TRAINING INSTITUTE  
CENTRAL SILK BOARD  
NAGRI,RANCHI-835303**

**Telephone No.0651-2775823**

NO.CSB/CTR&TI/MNT/SECURITY/2009-10/

DATE:

**INVITATION TO BID**

1. CENTRAL SILK BOARD (CSB) invites quotations/tenders completed in all respects from qualified registered licensed contractors for providing Security Service and Watch and Ward works round the Clock in three shifts of eight hours each. **The security contract will be for a period of three years.:**

Last date for submission of Bid : 16.11.2010

Date of opening : 18.11.2010 at 11.00 AM.

Earnest Money Deposit : 2% of the quoted/contract amount.

2. Interested Contractors or Agencies may obtain further information/collect the tender paper from the CSB Office,CTR&TI, Nagri, Ranchi – 835303 on working days between 10.A.M and 4.30 P.M. by payment of Rs.500/- by cash or demand draft, which is not refundable. They can down load the tender document from CTR&TI website [www.ctrtiranchi.co.in](http://www.ctrtiranchi.co.in) or [www.silkboard.org](http://www.silkboard.org). and can be submitted duly filed in along with non refundable a demand draft of Rs.500/-
3. The quotations/tenders shall be duly filled in and signed by the bidder and shall be addressed in sealed cover to the Director, Central Tasar Research & Training Institute, Nagri, Ranchi ,PIN -835303 Central Silk Board, so as to reach on or before 16.11.2010 at 11.00 AM the date and time specified above. All the quotations/tenders must be accompanied with E.M.D. of appropriate value in the form of Demand Draft/Bankers Cheque drawn on any nationalized bank in favour of Director, Central Tasar Research & Training Institute, Nagri, Ranchi, Central Silk Board. The EMD amount other than in the from of Demand Draft/Bankers Cheque will not be accepted.
4. The quotations will be opened on the date and time specified above, in the presence of each bidders or bidders' representatives who choose to attend at then office of CSB, Central Tasar Research & Training Institute, Nagri, Ranchi by a Committee, Bidders or their representatives may be present in the opening of the bid/tender.
5. The rates quoted in the quotations/tenders shall remain valid for a period of 3 years.
6. The quotations which are not accompanied with the requisite E.M.D./Bankers Cheque as indicated above will be rejected.
7. The bidding documents are not transferable.
8. The Director, Central Tasar Research & Training Institute, Nagri, Ranchi reserves the right to accept or reject any tender or all the tenders either in full or in part without assigning any reason whatsoever therefore. The decision of the Director is final and binding on the agency and no correspondence will be entertained from any party in this regard.

Director  
Signature & Seal of the

**CENTRAL TASAR RESEARCH & TRAINING INSTITUTE  
CENTRAL SILK BOARD  
NAGRI,RANCHI-835303**

NO.CSB/

DATE:

INSTRUCTION TO BIDDERS

1.0 INTRODUCTION

Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi is functioning under Ministry of Textiles, Govt. of India and is a Premier Central Government Organization. It is located at the address as below:

Central Tasar Research & Training Institute  
Nagri, Ranchi  
Central Silk Board

- 1.1 The date stipulated in the tender notice regarding issue of application schedules are firm. Under no circumstances they will be relaxed unless officially extended.
- 1.2 The EMD as mentioned should be furnished in the form of Demand Draft/ Bankers Cheques drawn on any schedule bank in favour of the Director, Central Tasar Research & Training Institute, Nagri, Ranchi, Central silk Board or remitted by cash to the cashier of the office. Tenders unaccompanied by DD/Bankers Cheque in the prescribed form shall be summarily rejected.
- 1.3 10% of the contract value shall be the Security Deposit. The same shall be remitted before entering into agreement with the successful tenderers. 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.
- 1.4 The Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi reserves the right to accept or reject any or all tenders without assigning any reasons therefore.

Signature & Seal of the  
Unit In-Charge of CSB.

## 2.0 TERMS AND CONDITIONS OF THE CONTRACT

- 2.1 The Contractor/Agency shall provide trained & well disciplined security personnel for round the clock vigilance of the campus on eight hours shift basis. He/Agency shall deploy an effective strength of Gun man 05 Unarmed Guard-15 and 01 Security Supervisors wherever applicable every day. The total No. of Security Guards, Head Guards, Supervisors may vary depending on the location (s) and fom time to time.
- 2.2 The contractor/Agency should have minimum five years (05) of experience in providing security services and should have experience in providing services in Central and State organizations/Public Sector undertaking for a minimum period of 3 years. He should have on his rolls sufficient number of efficient security personnel to meet the requirement of CSB.
- 2.3 The Contractor/Agency should provide the Agencies'/His annual turnover from Security Services (Rs.-----lakhs) supported by documents.
- 2.4 The contractor/Agency should be ih a position to deploy very efficient Security Guards to manage the security issues duly supervised by Ex-service men as specified by the CSB 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 of any kind to the unit in which service is being provided.
  - (b) Detection/tracing of the persons involved in theft and report the matter to the authority concerned.
  - (c) Movement of men, materials and machinery at all the locations of CSB, Central Tasar Research & Training Institute, Nagri, Ranchi as per security points.
  - (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 CSB wear a "VISITOR BRADGE" and he /she should have sufficient reason to see a person of the CSB.
  - (f) Introducing anti-theft measures.
  - (g) Reporting of cases of theft to the local police and the CSB authorities and follow-up of each case.
  - (h) Providing e4scort 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 CSB in the interest of security.
- (l) To provide Security for the CSB Property in areas/locations at Central Tasar Research & Training Institute, Nagri, Ranchi as and when required for.
- (m) The contractor/Agency should furnish balance sheet for the past two years, so also Income Tax returns filed for the last 2 years to evaluate the credential of the Contractor/Agency.
- (n) The Certificate for having providing services to Sate and Central Government Organizations.
- (o) The Agency should have been recognized by Directorate General of Resettlement of Government of India (or) by the Sate Government.

2.5 The deployed Security personnel of the Contractor/Agency on duty may avail the facility of the departmental canteen (wherever available) on payment of charges at the rates applicable to the regular employees of the CSB.

2.6 The rate shall be quoted as below:-

a.

The rates quoted should be in “**Two parts.**”

- (i) consolidated sum amounting to total monthly emoluments payable to work force engaged by the Contractor in terms of agreement consisting of statutory minimum wages, as notified by the office of then Chief Labour Commissioner (Central) Ministry of Labour & Employment, New Delhi for the watch & ward security services and for those category uncovered such as Supervisors etc., to be in accordance to the Minimum Wages quoted by the respective State Government Notification as applicable on the date of submission of bid supported by the copy of the Notifications plus the rate of EPF, ESI remittance per month per worker in any circumstances the wages should be paid to security guards as per the notification issued by the State Government under Minimum wages notification from time to time.
- (ii) any proposal for enhancement of Minimum Wages should be supported by revised Notifications issued from time to time from the same authority referred to herein.

- b. Agency Commission or Service charges may be quoted per month for the services rendered by the Contractor to CSB in terms of the agreement. These charges once quoted and accepted **will remain valid for the entire period of three years of the contract.**
- c. The above rates shall be subject to statutory deductions which may become due under the relevant clause of the \agreement.
- d. Income Tax/Service Tax as per the prevailing rates under relevant Acts shall be deducted at source.

2.7 A Security Deposit equivalent to 10% of Annual Contract value either in the form of Bank Guarantee or Demand Draft drawn in favour of the Director, Central Tasar Research & Training Institute, Nagri, Ranchi CSB, should be furnished before commencement of contract. If contract/work is awarded. It will be refunded only after satisfactory completion of contract period, without any interest thereon.

2.8 The payment will be made in consideration of due and satisfactory performance of all the services rendered by the Contractor's work force in terms of the Agreement in the preceding month on monthly basis on receipt of the bill and claim for service charges in accordance to the minimum wages as may be admissible to the work force as indicated in para 2.6 (i) above. The said bill and the claim will be certified by a concerned officer/official of the CsB for satisfactory performance of the contract during the period.

**2.9 No advance payment will be made to the contractor/agency under any circumstances.**

2.10 An agreement incorporating the terms and conditions which forms part and parcel of this bid documents(s) shall be signed by the Contractor/Agency on a non-judicial stamp paper as fixed by the concerned State Govt. for execution of agreement before commencement of contract.

## GUIDELINES FOR PREPARATION & SUBMISSION OF QUOTATION/BID

### A. PREPARATION OF BID

- 3.0 The bidder is advised to visit Central Tasar Research & Training Institute, nagri, Ranchi, Central Silk Board and other locations indicated in the document and examine the work requirements thoroughly and obtain for himself on his own responsibility all information that may be necessary for furnishing required information in the bid and entering into a contract. The cost of visiting the site shall be at bidder's own expense.
- 3.1 The bidder is expected to examine carefully all instruction, terms and conditions of the agreement from and bidding documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 3.2 To be eligible for award of contract, bidders shall provide evidence satisfactory to the Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi of their eligibility and of their capability and adequacy of resources to carryout the contract effectively. To this end, all bids submitted shall include the following information.
- a. Copies of original documents.
  - b. Certificate of Registration of the firm under Contract Labour Act. Place of registration and principla places/business of the company or firm of partnership thereto constituting the Bidders.
  - c. The copies of receipts of the payments received by the party from different organizations for carrying out similar works will be preferred over other documents and certificates.
- 3.3 Bid from a joint venture is also acceptable.
- 3.4 The information furnished in the bid by the bidder and all correspondence and documents relating to the bid shall be written in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by the appropriate translation in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.
- 3.5 The contract shall be for the entire works (s) as shown in the schedule and unit rates and prices submitted by the bidder. The Contract is for a period of 3 year and bidder should confirm that his offer (contract) period quoted in the bid is for 3 years for evaluation.
- 3.6 The bidder shall fill the rates for providing security personnel and works described in the Bill of Quantities (BOQ)

- 3.7 All kinds of duties, taxes, Service Tax as applicable and any other Govt. levies payable by the contractor under the contract or for any other cause, shall be specified and included in the rates. Subsequent claims for any tax/duties will not be entertained, unless there is change in the Central/State Government announcements by way of notification issued from time to time.
- 3.8 Bids shall remain valid and open for acceptance for a period of 120 days, extendable up to 180 days after the date of bid opening.
- 3.9 The bidder shall furnish, as a part of his bid, an EMD @ Two (2) percent of the total value of the contract. The EMD shall be submitted only in the form of Demand Draft/Bankers Cheque from any Nationalized Bank drawn in favour of Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi. Then EMD in any other form other than Demand Draft/Bankers Cheque will not be accepted. Any bid not accompanied by an acceptable EMD will be rejected by the Director, Central Tasar Research & Training Institute, Nagri, Ranchi. EMD of unsuccessful bidders will be refunded as quickly as possible without interest. The EMD of the successful bidder will be refunded without interest only after award of the contract. The EMD will be forfeited if a bidder withdraws or modifies his bid during the period of bid validity or in the case of a successful bidder, if he fails within the specified time limit to sign the agreement, and /or commence performance of his obligation as specified therein.
- 3.10 The bidder shall submit his offer only in the bid document issued to him by the Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi.. The bidder, may for his reference keep a copy of the bid document.
- 3.11 The documents shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign the contract. Proof of providing security personnel and permission of the licensing authority to provide such security service must be produced.
- 3.12 All pages of the bid including where entries or amendments have been made shall be signed by the person or persons signing the bid.
- 3.13 The complete bid shall be without alterations interlineations or erases, except those to accord with instructions issued by the Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi. Or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.
- 3.14 Only one bid may be submitted by each bidder. No bidder may participate in the bid of another for the same contract in any relation whatsoever.

B. SUBMISSION OF BIDS

3.15 The bidder shall seal the bid documents in an envelope and this should be addressed to the

Director  
Central Tasar Research & Training Institute  
Central Silk Board  
Nagri, Ranchi

And shall bear the following identifications:-

- a. Bid for “SECURITY SERVICE CONTRACT WORK”
- b. Reference No. of bid-----
- c. Name and address of the bidder.

3.16 If the envelop (s) is not sealed and marked as instructed above, the bid will be rejected by the Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi.

3.17 The last date for receipt of bid is on 15.11.2010 up to 04.00 PM.

3.18 Bids must be received by the Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi at the address specified above. Any bid received after the due date and time will be rejected.

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## OPENING OF QUOTATIONS/TENDERS AND AWARD OF THE CONTRACT

### A. OPENING OF QUOTATIONS/BIDS

- 4.0 The quotations/Bids will be opened at Central Tasar Research & Training Institute, Nagri, Ranchi-835303 (Jharkhand) on 18.11.2010 11.00 AM in the presence of tenderers or their authorized representatives, who choose to be present at Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi.
- 4.1 Bids determined to be substantially responsive will be checked by the CSB for any arithmetic errors in computation and submission. Errors will be corrected as follows:
- a. In case, the rate in works and figures differ, or figure in words the lowest rate shall be taken as correct.
  - b. All errors in total in the amount column and carrying forward totals shall be corrected.
- 4.2 The amount arrived as per 4.1 (a) & (b) in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of the bid, his bid will be rejected and the E.M.D. will be forfeited.
- 4.3 All disputes arising out of the above shall be mutually settled and the decision of the Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi on all matters shall be final and binding on the bidder.

### B. AWARD OF CONTRACT

- 4.4 The Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided further that the bidder has the capacity and resources to carryout the contract effectively.
- 4.5
- 4.6 The Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi or any other Officer authorized by him reserved the right to accept or reject any or all the bids without assigning any reason therefore.

**C. SCHEDULE OF WORK AND BILL OF QUANTITIES (BOQ) FOR THE SECURITY SERVICE CONTRACT AT CSB OFFICE Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi**

Schedule (3.5 OF GUIDELINE OF THE Tender Document)

Schedule of work for the Security Service Contract at CSB, Office Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi

Security arrangements by the Agency as detailed below:-

Item No.	Type of Security Personnel	Number of person	Place of posting (Security points)
1	Security Supervisor (Only Ex-Servicemen)	01	CTR&TI, Nagri, Ranchi
2	Security Guards (Trained & efficient guards)	1) Gun Man -05 2) Unarmed guard -15	CTR&TI, Nagri, Ranchi

Total 21 Nos.

Date:

Signature & Seal of the  
Unit In-charge of CSB

**To be filled and submitted to the Director, Central Tasar Research & Training Institute, Central Silk Board, Nagri, Ranchi in a sealed cover along with bid letter and EMD.**

The rates must be quoted on monthly basis in respect of Ex-servicemen category for Security Supervisor and Trained and efficient Guards separately. The rates for both the categories and the proof of Security Supervisor/Security Guard need to be attached by the Agency separately as detailed below:

Item No.	Type of Security Personnel	Number of person	Rate pr person	Total Amount (Rs)
1	Security Supervisor (Only Ex-Servicemen)	01		
2	Security Guards (Trained & efficient guards)	1) Gun Man -05 2) Unarmed guard -15		

**TOTAL (1 + 2) COST PER MONTH IN FIGURES = Rs.**

**TOTAL COST PER MONTH IN WORDS (Rupees-----  
-----)**

**Date:**

**Signature & Seal of the  
Unit In-charge of CSB**

## BILL OF QUANTITIES (BOQ)

To be filled by all bidders.

Sl. No.	Particulars	Security Supervisor	Head Guard	Security Guard
1	Basic + VDA As on---- ---- vide G.O. No----- ----- Dated-----Copy enclosed			
2	PF on Basic + VDA			
3	ESI on Basic + VDA			
4	Service charges of the Agency			
5	Sub-Total (1+2+3+4)			
6	Service Tax as applicable			
	Grand Total			

- The wages should not be less than the rates of minimum wages notified by the Central Government and for those category of personnel uncovered in the Central Notification to be as per the Minimum Wages notified in the respective State Notification for Security personnel from time to time. **The tenders/bidders are advised to indicate the rates in the above format only.**

Date:

Signature & Seal of the  
Contractor/Agency or the bidder

LETTER FROM CONTRACTOR/BIDDER/AGENCY

Date:

To  
The Director  
Central Tasar Research & Training Institute  
Central Silk Board  
Nagri, Ranchi.

Sir,

Sub: Security Service Contract- reg.  
Ref: Tender Notice Ref No.CTR&TI/MNT/SECURITY/2009-10  
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Having inspected the site and having examined the terms and conditions of contract, and Schedule for the above mentioned work, I the undersigned offer to undertake the security arrangements at Central Tasar Research & Training Institute, Central Silk Board office Nagri, Ranchi located at Ranchi at a total cost of Rs.-----  
-----  
Rupees-----) per month on the basis of rate details mentioned in the Schedule of Work and Bill of Quantities (BOQ).

My bid is accompanied with earnest money of Rs.----- ( as per the conditions). I undertake, if my bid is accepted to commence the work and complete the same within the time stipulated as per the conditions indicated in the tender document.

Seal of the Contractor/Agency or the Bidder.

Yours faithfully

Name of the authorized  
Signatory/Designation

## AGREEMENT

THE AGREEMENT is made at----- on the ----- day of ----- 20 by and between (name of the Institute/Unit, address and other details) represented by----- hereinafter referred to as the “First Party” 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 Indian Companies Act, 1956 ( or individual concern or firm as the case may be) having its office at----- represented by ----- hereinafter referred to as the “Second Party” (which expression shall include unless repugnant to the context, its executors, administrators, successors and assigns) of the SECOND PART.

WHEREAS the First Party is an unit of Central Silk Board. The 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 (-----). Member Secretary who represents the Central Silk Board, has authorized -----to execute this Agreement on his/her behalf.

WHEREAS the Second Party who is engaged in the business of providing security services has offered to provide to provide security services to the First Party. He has represented that he is a registered contractor and has obtained license under the provisions of Contract Labour (Regulation and Abolition) Act,1970 so also under the provisions of the Private Security Agencies (Regulations) Act,2005 and the rules made thereunder and has further represented that he is eligible to get this contract and there is no legal or any other basr for him in this respect.

WHEREAS the Second Party has expressed their keen desire to provide the said services to the First Party under this agreement. The Second Party 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 First Party from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES SAS UNDER.

#### **1.OBLIGATIONS OF THE SECOND PARTY**

- a) The Second Party shall operate and provide security personnel to the First Party at various sites/points as indicated vide Annexure-I to this Agreement. The said Annexure also indicates No. of security personnel provided and their description.
- b) The regularity of performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Second Party shall take all necessary steps to ensure to maintain its performance as determined by the First Party from times to time.
- c) The assessment made by the First Party regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to provided/give the required quality of security services at any given place, premises or part thereof, shall be final and acceptable by and binding upon the Second Party and the services shall be provided accordingly.
- d) The Second Party 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 First Party as to how many personnel can provide the required quality of services at a given place for a given job. The security personnel preferable Ex-Servicemen so deployed should be literate & able to rad and write English, Hindi/ (local language).
- e) That the Second Party shall communicate the names, parentage, residential address, age, etc. of the persons deployed at each point.
- f) That the Second Party shall ensure that the personnel of the Second Party are punctual and remain alert and vigilant in performance of their duties, if the First Party notices that the personnel of the Second Party has /have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid recurrence of such incidents and report the First Party its action plan.

- g) That the Second Party shall ensure that the persons so deployed do not allow any property of the First Party to be taken out of the premises without a Gate pass signed by the designated official. The First Party will intimate to the Second Party specimen signatures of the Officials designated and authorized to sign the Gate Pass. Any change will be intimated in writing.
- h) If any of the personnel of the Second Party indulge in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will take appropriate action against its erring personnel and deploy an substitute immediately.
- i) That it shall be the sole responsibility of the Second Party to ensure security and safety of all the properties movable and immovable assets of the First Party and if there is any loss on account of dishonesty, connivance and/or due to any cause, the Second Party shall make good on demand the entire loss to the said First Party as assessed by the said First Party. The Second Party shall report promptly to the First Party theft or pilferage that takes place or where any attempt is made to that effect and loss, if any shall be recovered fully from the Second Party subject to reimbursement, if proved by the Investigating authorities that then loss was not due to the negligence on the part of the security personnel so deployed by the Second Party. The loss so assessed shall be recovered from the Second Party from out of the security deposit and or from any amount due to the Second Party and balance if any shall be recovered in the manner as deemed fit by the First Party. The decision of the First Party is final.
- j) The Second Party shall keep liaison with the Police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of any emergency.

### **TERMS OF PAYMENT**

- a) In consideration of due and satisfactory services rendered by the Second Party in terms of this Agreement in the preceding month the First Party shall pay to the Second Party 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:-
  - D) Consolidated sum amounting to total monthly emoluments payable the workforce of the Contractor supplied to the First Party in terms of this Agreement consisting of statutory minimum wages as notified by the Central Government Notification (issued by the Chief Labour Commissioner (Central), New Delhi for watch & ward or for Security services as the case may be and or from the State Govt. in respect of the category of Security

II) services as the case may be and or from the State Govt in respect of the category of Security services uncovered in the Central Notification supported by copy of Notification) plus EPF and ESI charges at the notified statutory rates (prevailing rates are-----p.m.).

II) Service charges at-----/ month engaged by the Contractor for the services rendered by him to the First Party in terms of the Agreement.

Both the bill shall be claimed separately every month and shall be accordingly payable to the Second Party by the First Party.

b) The Second Party shall not increase the said service charges on any ground whatsoever during the period of this agreement.

c) i) All payments made by the First Party shall be subject to deduction of tax at source wherever applicable as per the provisions of-----the Income Tax Act,1961 as amended from time to time.

ii) The agree sum shall be subject to deduction which may become due under the relevant clause of this Agreement.

d) The Second Party, being the employer in relation to persons engaged/employed by it to provide the services under the arrangement 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 workers employed by it from time to time by the Central Govt. Notification issued by the Chief Labour Commissioner (Central) New Delhi for watch & ward /Security personnel or from the State Govt. Notification for such of those categories uncovered in Central Notification.

e) f) The Second Party 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 & 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 First Party, failing which, the payment of the bill by the First Party will be withheld until such compliance. The Second Party shall ensure that payment to has employees is made in cash in the presence of an authorized representative of the First Party. 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 from:-

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

## SUBMISSION AND VERIFICATION OF BILLS

The Second Party 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 First Party to verify and process the same.

### 4. REPORTING TIME AND PLACE

- A) The personnel of the Second Party shall provide the requisite services on an 8 hour-working shift for 7 days a week or as the First Party may require from time to time. Such personnel shall be stationed at the designated sites and shall report to the designated officer of the First Party 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 Second Party under this agreement shall be under close supervision, co-ordination and guidance of the First Party, Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- C) The Second Party shall decide the modus operandi as to engage security men by it for rendering proper and efficient services and to conform to its prescribed standard of hygiene.

### 5. DISCIPLINE

- a) The personnel of the Second Party shall always be tidily dressed in the uniform supplied by the Second Party at its own cost. The pattern of uniform supplied by the Second Party at its own cost. The pattern of uniform to be supplied by the Second Party will be of a different pattern than as given by the First Party to its employees. Further, the Second Party shall issued identify cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at First Party's option would be subject to verification at any time. The First Party may refuse the entry into its premises to any personnel of the Second Party not bearing such identity card or not being tidily dressed with Uniform.

- b) No personnel of the Second Party shall leave the demised premises where they have been deployed without the permission of the First Party.
- c) The First Party shall always has the right and liberty to do surprise inspection at its sites.
- d) The Second Party shall take all the reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and for the preservation of peace and protection of persons and property of the First Party.
- e) That in case any of the persons so deployed by the Second Party does not come upto the satisfactory mark of performance in his duties or indulges in any unlawful rioting or disorderly conduct, or is not desired by the First Party, the Second Party shall at once remove him from the premises and put another person in the place. The Second Party shall immediately replace the particular person so deployed on the demand of the First Party in writing.
- f) That the Second Party shall deploy his employees in such way that the employees get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Minimum Wages Act, Shops and Establishment Act and the relevant statutory enactments. The Second Party shall in dealing with persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The Second Party Shall also be responsible for replacement of any member of the security falling sick, proceeding on leave or other wise absent at no additional cost to the First Party. 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 arranged to be carried out by the existing security personnel by performing extra duties on payment of overtime to them which the Contractor shall bear and cannot charge to the First Party. In the event of the Second Party 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 forms, returns, etc., under the provision of the said Act and rules which is materially incorrect, they shall without prejudice to any other liability, pay to the First Party, a sum not exceeding a day's salary for every default, breach or furnishing/making/submitting/filing such materially incorrect statement and in the vent of the Second Party defaulting continuously he shall be liable to pay, a day's salary multiplied by number of defaults for each default in respect of each category.

- g) I is understood between the parties hereto that the |Second Party 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 the First Party. First Party shall under no circumstances be deemed or treated as the employer in respect to any person(s) engaged/employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim (s) whatsoever, of any such person(s).

## **6. NATURE OF AGREEMENT**

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

- i. The Agreement is for providing the aforementioned services and is not any Agreement for supply of contract labour. It is clearly understood by the Second Party that the persons employed by the Second Party for providing services as mentioned herein, shall be the employees of the Second Party only and not of the First Party. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the Second Party who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF,ESI, minimum wages, bonus, gratuity etc.
- ii. First Party shall bnot be liable for any obligations/responsibilities, contractual, legal or otherwise towards the Second Party's employees/agents or to be said employees/agents directly and/or indirectly, in any manner whatsoever.
- iii. The employees/personnel of Second Party rendering the services under this Agreement, shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled to claim for employment, salary/wages, damages, compensation or any thing from the First Party arising from their deployment by the Second Party.

## **STATUTORY COMPLIANCES**

- a) Second Party shall obtain all registration(s) permission(s)/licence(s),etc., which are/amy be required under any labour or other legislation(s) for providing the services under this Agreement
- b) It shall be the Second Party 's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to

the provisions of the services under this Agreement. The Second Party indemnifies and shall always keep First Party indemnified against all loses, damages, claims actions taken against First Party by any authority/office in this regard.

- c) The Second Party undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Government laws concerning employment of staff employed by the Second Party 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 tht the Second Party is fully responsible to ascertain and understand the applicability of various \Acts, and take necessary action to comply with the requirements of law.
- d) The Second Party shall give an undertaking by the 22<sup>nd</sup> of the preceding month in favour of the First Party that he has complies with all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure-II** to this Agreement.

#### **INDEMINIFACTION**

- a) The Second Party shall at its own expense make good any loss or damage suffered by the First Party as a result of the acts of commission or omission, negligence or otherwise of its personnel while providing the said services at any of the premises of the First Party or otherwise.
- b) The Second Party shall at all times indemnify and keep indemnified the First Party 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 First Party 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 Second Party deployed at the sites of the First Party 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 Second Party or not, who provided or provide the services at the site of any other premises of the First Party as provided hereinbefore.

- c) The Second Party shall at all times indemnify and keep indemnified the First Party 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 First Party's premises or before and after that.
- d) That, if at any time, during the operation of this Agreement or thereafter the First Party 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 Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses (a), (b) and (c) hereinabove, the Second Party shall immediately pay to the First Party all such amounts and cost also and in all such cases/events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/ or from any pending bill of the Second Party.

#### **LIABILITIES AND REMEDIES**

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

#### **LOSSES SUFFERED BY SECOND PARTY**

The Second Party shall be liable to pay 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. TERMS**

The Agreement shall be effective for a period of (3) three years w.e.f..... upto..... And can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the First Party.

**12. TERMINATION**

- a) On the 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. The notice period of 30 days may be extended up to 3 months by either party, However, the First Party shall give only a 24 hours' notice for termination of this Agreement to the Second Party when there is a major default in compliance of the terms and conditions of this Agreement or the Second Party has failed to comply with its statutory obligations.
- c) If Second Party commits breach of any covenant or any clause of this agreement, First Party may send a written notice to Second Party to rectify such breach within the time limit specified in such notice, in the event Second Party fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated without further notice and Second Party shall be liable to First Party for losses or damages on account such breach.
- d) The Agreement may be terminated forthwith by the First Party, if Second Party becomes insolvent, ceases its operations, dissolves or files for bankruptcy or bankruptcy protection, appoints receivers, or enters into any arrangement for the benefit of creditors.
- e) During the notice period for termination of the Contract in the situation contemplated above, the Second Party shall keep on discharging his duties as before till the expiry of notice period.

**13. ASSIGNMENT OF AGREEMENT**

- a) This agreement is executed on the basis of the current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.
- b) The Second Party shall furnish to the First Party all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Government Authorities required for running such a business of Second Party.
- c) That the Second Party shall always inform the First Party in writing about any change in its address or the names and address of its key personnel. Further, the Second Party shall not change its ownership without prior approval of the First Party.

**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 may be intimated from time to time in writing.

**15. CONFIDENTIALITY.**

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without First Party's 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 governmental or public authorities' demands or requirements.

**18. DISPUTE RESOLUTION**

This Agreement shall be deemed to have been made/executed at .....for all purposes. In the event of any dispute related to the interpretation or rights 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 First Party. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be .....

**19. TWO COUNTERPARTS**

This Agreement is made in duplicate. The Second Party 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 ANNEXURE-I & II**

IN WITNESS WHEREOF the first party and the second party 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 FIRST PARTY  
BY.....

SIGNED,SEALED AND DELIVERED  
FOR SECOND PARTY  
BY.....

WITNESSES:

- 1
- 2
- 3

WITNESSES:

- 1
- 2
- 3

**CENTAL SILK BOARD**  
**(Unit Names)**

**ANNEXURE-I**

**(details should be indicated by the concerned unit indicating the 3 various sites/points/place where security personnel required, their description, no. of personnel etc.)**

Sl. No.	Types of Security Personnel	No. of person engaged	Points/Location

Total.....

## ANNEXURE-II

### **Pro-forma suggested for an Undertaking by a Contractor for Compliance of the Provisions of Contract Labour (Regulation and Abolition) etc, 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 our 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.

Second Party/Contractor