

**CENTRAL INSTITUTE FOR COTTON RESEARCH**  
**Regional Station, Coimbatore - 641003**  
**Phone: 0422-2430045 Fax: 0422-2454021 Email:circbe@gmail.com**

F. No. ST-III/1-3/2011-12

Date: 30.01.2012

**TENDER DOCUMENT**  
**(JOB WORK CONTRACT FOR PROVIDING**  
**PROFESSIONAL SECURITY SERVICES)**  
**2011-2012**

CENTRAL INSTITUTE FOR COTTON RESEARCH  
Regional Station, Coimbatore 641003  
Phone: 0422-2430045 Fax: 0422-2454021 Email:cicrcbe@gmail.com

F. No. ST-III/1-3/2011-12

Date: 30.01.2012

**NOTICE INVITING TENDER**

Sealed Tenders are invited on behalf of Director, CICR, Panjari, Wardha Road, Nagpur from the reputed firms for the execution of Annual Contract for Security Services at CICR, Regional Station, Coimbatore.

<b>Name of the Work</b>	<b>Tender Fees</b>	<b>EMD</b>	<b>Period of Contract</b>
As per Schedule II	Rs. 500/-	Rs. 25,000/-	12 Months

Sale of Tender Documents from 31-01-2012

Last Date for Submission of Tenders 14-02-2012 13.00 hrs.

Date & Time of Opening of Tenders 14-02-2012 14.30 hrs.

**Project Coordinator and Head**

CENTRAL INSTITUTE FOR COTTON RESEARCH  
Regional Station, Coimbatore 641003  
Phone : 0422-2430045 Fax: 0422-2454021 Email:cicrcbe@gmail.com

F. No. ST-III/1-3/ 2011-12

Date: 30.01.2012

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

Annual Contract for Security Services at CICR, Regional Station, Coimbatore.  
**(Refer Schedule – II)**

<b>1.</b>	<b>Date of Submission of Bid</b>	<b>Date: 14-02-2012 Time: 13 hrs.</b>
<b>2.</b>	<b>Date of Opening of Bid</b>	<b>Date: 14-02-2012 Time: 14.30 hrs.</b>

REGISTERED WITH ACKNOWLEDGEMENT DUE

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F. No. ST-III/1-3/2011-12

Date: 30.01.2012

NOT TRANSFERABLE  
**CENTRAL INSTITUTE FOR COTTON RESEARCH,  
REGIONAL STATION, COIMBATORE  
(I.C.A.R.)**

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE CONTRACT FOR Execution of Annual Contract for Security Services at C.I.C.R., Regional Station, Coimbatore for a period of 12 months.**

A Cost of Tender Form Rs. (Rs.500/-) (Rs. Five hundred only)

B Last date of receipt of Tenders in Office 14-02-2012 13 hrs.

C Tenders to be opened at time 14.02-2012 14.30 hrs

D Tender to remain open for acceptance up to 90 days from the date of opening.

**NOTE:**

1. The PC and Head, CICR, Regional Station, Coimbatore may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

**CENTRAL INSTITUTE FOR COTTON RESEARCH,  
REGIONAL STATION, COIMBATORE  
(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)**

Note: - All communications must be addressed to

Project Coordinator and Head,  
Central Institute for Cotton Research,  
Regional Station, Coimbatore 641003

From: Project Coordinator and Head,  
C.I.C.R., Regional Station, Coimbatore

To  
Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, C.I.C.R. Nagpur for contract of:-

1. **PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING Professional Security Services at C.I.C.R., Regional station, Coimbatore.** The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **(Rs. 25,000/-) (Rupees Twenty Five Thousand only)** must be deposited in the form of demand draft / pay order payable to PC and Head, CICR, Regional Station, Coimbatore. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft / pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sale proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all

other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council / Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

8. The original copy of the tenders is to be enclosed in sealed cover. Which should be superscribed "**THE JOB WORK CONTRACT FOR PROVIDING SECURITY SERVICES**" at C.I.C.R., Regional Station, Coimbatore. All Tenders should be sent by Speed/Registered Post. Tenders to be handed over, delivered, should be put in the tender box, which is kept in the Stores section of CICR, Regional Station Coimbatore not later than date 14-02-2012 14 hrs..
9. The rates quoted by each firm for service contract in **tenders be given both in words and figures** failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorise a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative, of the tenderer if any, may also be indicated.
10. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
11. **An amount (Rs. @ 5% of annual turnover (Approx.) as a performance security deposit for the contract** is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and CICR will "not entertain any claim whatsoever in this respect". However the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. Director, Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
15. Decision of Director, Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

16. Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX / Telegram / Express letter etc. should be acted upon immediately.
17. The following documents/vouchers should be mandatorily enclosed with the tenders form which are the terms and conditions of the tender's document :-
- a) Registration certificate of the firm under the work contract of the Tamilnadu State Govt. / Central Govt.
  - b) Minimum turnover of the firm not less than **Rs. 50,00,000/-** (Rs. Rupees Fifty lakhs only) during the **last financial year**.
  - c) Last three years continuous experience of the firm in the field of providing such services in central govt. establishment/autonomous bodies of govt. of India/Corporations of govt. of India/Reputed public or private organizations' provide the details in enclosed tabular form.
  - d) Certified Balance Sheet of the firm for last year of the service contract by the chartered Accountant.
  - e) Duly certified copies of the satisfactory services where the Tenderer is providing the Services for the last three years.
  - f) Employee EPF registration certificate issued by local govt. etc., (i.e. Tamilnadu govt.).
  - g) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.
  - h) Nos. of staff/supervisors registered under EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their EPF contributions. Documentary proof of vouchers to be required and may be attached.
  - i) Service tax registration certificate issued by Govt. etc.
  - j) Successful Tenderer will have to enter into a detailed contract agreement with ICAR on **non-judicial stamp paper of Rs. 100/- (Rs. One Hundred Only) for each work.**

Yours faithfully,

PC and Head  
CICR, Regional Station,  
Coimbatore

**TENDERS FOR THE CONTRACT FOR JOB WORK/SERVICE CONTRACT FOR PROFESSIONAL SECURITY SERVICES**

Full Name & Address of the Tenderer in addition to Post Box No., if any, should be quoted in all communications to this Office

Telephone No./Mob. No. :  
Telegraphic Address/FAX/Cellular No.:  
E-Mail address/Web. Site. :

From

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Project Coordinator and Head,  
Central Institute for Cotton Research,  
Regional Station, Coimbatore 641003.

1. I / We have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK/SERVICE CONTRACT FOR **PROFESSIONAL SECURITY SERVICES** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will **be valid for a period of one year** in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and from a part of this Tender \_\_\_\_\_.  
The Schedules-I & II to accompany this Tender is at pages \_\_\_\_\_
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay order / DD No. of Rs. 25,000/- (Rupees Twenty Five Thousand only) drawn in favour of Project Coordinator and Head, Central Institute for Cotton Research, Regional Station, Coimbatore and payable at Coimbatore is enclosed as earnest money required.

Yours faithfully,

Witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address:

**Signature & Seal of the Tenderer**

**Telephone No. Office**

**Resi. -**

**Mobile -**

**TO TENDERS**

<b>PART – 1</b>		
1	Name of the Firm/Agency	
2	Full address with Post Box No. And Telephone No./Mobile No.	
3	Constitution of the Firm/Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932(Please give names of partners) Any other Act, if not, the owners	
4	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.	
	If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.	
	If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner	
5	Name and Full Address of your Banker's	
6	Your Permanent Income Tax No.   Circle/ Ward	
7	Any other relevant information	

<b>PART-II</b>		
8.	Earnest Money Deposited:	Yes/No
<b>PART -III</b>		
9	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders	
10	Name of the Permanent Representative to be visiting CICR, Regional Station, Coimbatore regarding the contract	

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

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

*AUTHORISED SIGNATORY*

Please add supplementary pages to be numbered wherever needed by the Tenderer.

## **SCHEDULE-II**

### **GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING Professional Security Services.**

*(The C.I.C.R. under ICAR is the institute for research on cotton. It is located on Marudhamalai Road adjacent to TNAU Coimbatore, having an area of 50 acre. The main building/installation are as follows as per requirement.)*

#### **Scope of work:**

#### **I. No. of points:**

##### **1. Main Gate on Marudhamalai Road.**

Main Gate point includes the area upto TNAU border. Main office building with front lawn fitted with sprinkler irrigation system with motor pumps and pipe line and A/C's, all internal instruments and equipments of the laboratory/rooms of each floor including lighting & fire extinguishers of the institute. Silver Jubilee building fitted with A/C's, all internal instruments and equipments of the laboratory/rooms of each floor including lighting & fire extinguishers/UPS of the institute. Office Vehicle garage, Parking slot, Bore well fitted with motor pumps, Insectory building, Seminar Hall with generator, CIRCOT unit.

##### **2. Second Gate on Marudhamalai Road.**

Second Gate point includes Generator building, Research field fitted with irrigation system, bore well with motor pump. The area is upto TNAU staff quarters.

##### **3. Old Building Gate.**

The area includes old physiology lab, ginning room fitted with ginning machines, Seed technology building, Farm office and its stores, Bullock shed, Metrological observatory, Farm implements shed, Tractors, Bullock Carts, Tractors trailers, Bullock, Coconut trees etc.,

##### **4. New Area Main Gate on Veerakeralam, Vadavalli Road.**

Main Gate point includes the farm office building, generator building, farm shed, temple, electrical fittings, irrigation systems in the nearby field, coconut trees in the sides of the road.

##### **5. Second Gate adjacent to Sugarcane Breeding Farm.**

The second gate point includes bore well fitted with motor pumps, irrigation systems in the field, coconut farm & other electrical fittings.

## **II. Work equivalent of man days per day required for security work.**

The security agency will deploy the security guards, 3 shifts in a day i.e. 8.00 hrs. to 16.00 hrs. **first shift**, 16.00 hrs. to 24.00 hrs. in **second shift**, and 00.00 hrs. to 8.00 hrs. in **third shift**. One security supervisor during day time i.e. 09.00 to 17.00 hrs.

In case of any theft or damage in the building and farm area including fencing, pipe line, motor pump on bore well, Tractors and their parts of farm of CICR, Regional Station, Coimbatore. The Security agency will be responsible for compensate the damage or theft of Institute property as per decision of Director, CICR, Nagpur.

### **TERMS & CONDITIONS:**

1. *The PROFESSIONAL SECURITY SERVICES should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.*
2. *Changing of Staff/Supervisor should be intimated to: I/c Stores/DDO.*
3. *The Director, reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.*
4. *The staff provided should also maintain secrecy and discipline in the premises of the Institute.*
5. *The staff provided should be capable of reading and writing Tamil and English with minimum qualification of middle standard.*
6. *The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of CICR for the purpose. All complaints should be immediately attended to by the Agency.*
7. *Uniform with colour specification and pattern approved by CICR should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.*
8. *The agreement is terminable with one month notice on either Side.*
9. *The contractor shall not sublet the work without prior written permission of the CICR*
10. *The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.*
11. *The selected agency shall provide the necessary personnel's for at CICR as per labour acts prevalent in Coimbatore. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the Institute/Council, the Institute/Council shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.*
12. *The persons so provided by the agency under this contract will not be the employee of the Council / Institute and there will be no employer-employee relationship between the Council / Institute and the person so engaged by the contractor in the aforesaid services.*
13. *Payment for service contract will be made monthly upon submission of pre-receipted bill.*

14. *After physical inspection of the site, very detailed assessment/requirements of personnel for providing allied services at the CICR, Regional Station, Coimbatore shall have to be furnished along with the Tender. However, the Tenders **should indicate only the lump-sum amount in respect of all the services** covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.*
15. *The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The CICR shall not bear any extra charge on any account whatsoever **i.e. EPF contribution, Uniform, Liveries, OTA etc.***
16. *The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council / Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, CICR shall be final and binding on the contractor.*
17. *Income Tax will be deducted from the payments due for the work done as per rule.*
18. *They should not leave their work unless and until the reliever comes for shift duties, supervisor WFJ/maintain all the registers which are kept in concerned section.*
19. *The Contractor must employ adult Labour only Employment of child labour may lead to the termination of the Contract.*
20. *The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.*
21. ***Risk Clause: Director, CICR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.***

**LIQUIDATED DAMAGES CLAUSE:**

1. An amount equivalent to two days of contract amount. Subject to a minimum of **Rs. 500/- will be levied** as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by CICR and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person/s will have to be replaced immediately.

The Director, Institute reserves the right to reject any or all Tenders in whole or in Part without assigning any reasons therefore. The decision of Director, Institute shall be Final and binding on the contractor/agency in respect of any clause covered under the Contract.

**Details of the Minimum 3 years experience/work done.**

S.No.	Name of the Deptt./ Organization & Name of contact Person with Ph. No.	Period		No. of staff deployed	Remarks
		From	To		

(Authorized Signatory)

**Last date for receipt of Tender** :  
**Date of opening of Financial Bid** :

To  
 Project Coordinator and Head,  
 Central Institute for Cotton Research,  
 Regional Station, Coimbatore 641003.

Sir,

I/We wish to submit our Tenders for **THE JOB WORK/SECURITY FOR PROVIDING Professional Security Services** on the following rates.

No	Particulars	Per month for all points covered by security guards / Relievers / Supervisor
	Monthly consolidated rate offered for THE JOB WORK CONTRACT FOR PROVIDING <b>Professional Security Services</b> in accordance with the highest standards of Allied Services and as per the terms and conditions specified in the Tenders including all labour, material, transportation specially covered all acts & taxes / EPF, Service Tax etc. as applicable from time to time.	(Rs. In Figure): _____ _____ (Rs. In Words): _____ _____

I / We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature \_\_\_\_\_

Name & Address of the Firm \_\_\_\_\_

Telephone No. / Mobile No. \_\_\_\_\_

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at ..... (place)..... On..... (month/year) ..... day of ..... between Central Institute for Cotton Research, Nagpur.(hereinafter called Institute) through Director, CICR, Nagpur which term shall include its successors, assignees etc. on the first part and ..... (name & address of the firm) ....., (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the C.I.C.R. Nagpur has decided to assign the annual job work contract for providing **Professional Security Services** at C.I.C.R, Regional Station, Coimbatore to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by hand between the parties hereto as follows.

1. This agreement shall come into force w.e.f..... (date).....and will remain in force for a period of one year but can be terminated by Central Institute for Cotton Research, Nagpur by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing **Professional Security Services** at C.I.C.R, Regional Station, Coimbatore.
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the C.I.C.R. Nagpur shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at C.I.C.R. Regional Station, Coimbatore premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The C.I.C.R. Regional Station, Coimbatore shall have the right to ask for the removal from the C.I.C.R. Regional Station, Coimbatore premises any personnel considered by the CICR Regional Station, Coimbatore to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the CICR, Regional Station, Coimbatore.
7. The manpower deployed by the Agency should work as per the working days and timings of the C.I.C.R. Regional Station, Coimbatore. No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. Monthly consolidated charges for job/work contract for providing **Professional Security Services** at C.I.C.R. Regional Station, Coimbatore is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council/Institute in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.

10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the CICR Nagpur. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the individual engaged for entry into CICR Regional Station, Coimbatore.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, CICR Nagpur may cancel the contract.
15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages & service conditions & shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, workmen's Compension Act, 1943, E.P.F., E.S.1. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified CICR Nagpur on account of any failure to comply with the obligations under laws or damage to CICR Coimbatore due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the CICR, Regional Station, Coimbatore and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. firm shall indemnify and keep indemnified the CICR, Regional Station, Coimbatore against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of CICR, Regional Station, Coimbatore.
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. / State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the "contract with trust diligently and honestly".
22. In case of any accident/ Loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the firm.
23. There will be surprise checking by an Officer. Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-coordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount of Rs. 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by CICR Regional Station, Coimbatore and if no action is taken within one hour liquidated damages clauses will be involved.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The decision of The Director, CICR, Nagpur shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

**Project Coordinator & Head**  
For DIRECTOR C.I.C.R. Nagpur  
(for the Institute )

Witness: -

1. \_\_\_\_\_

2. \_\_\_\_\_

(TO BE PRINTED ON RS.100 NON JUDICIAL STAMP PAPER BY  
THE HIRING ORGANIZATION)

AGREEMENT

Article of Agreement made this day, the \_\_\_\_\_ between Shri/Smt./  
Kum. \_\_\_\_\_ son / daughter of \_\_\_\_\_ residing presently at \_\_\_\_\_  
(the first party) and Project Coordinator & Head, CICR Regional Station, Coimbatore. the second party.

Whereas the second party has agreed to hire services of first party for <sup>1</sup> \_\_\_\_\_ in  
short <sup>2</sup> \_\_\_\_\_ on contract basis for the <sup>3</sup> \_\_\_\_\_ programme funded fully/  
substantially by <sup>4</sup> \_\_\_\_\_ and the first party has agreed to provide these  
services to the second party in that capacity for the period \_\_\_\_\_ on the terms and  
conditions herein after contained.

NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO  
RESPECTIVELY AGREE AS FOLLOWS:

1. **PERIOD OF CONTRACT:**

- (i) The period of contractual appointment shall be from \_\_\_\_/\_\_\_\_/2012 to \_\_\_\_/\_\_\_\_/2012.
- (ii) The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of external funding for project stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by second party to the first party.

2. **SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:**

- (i) The first party will present himself /her self at the place and time designated by the second party and render services to the second party broadly designated as and described in detail in a job chart to this agreement.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs. 9 per month.

3. **RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:**

- (i) Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party or his/ her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment upto 15th of the following month.

4. **ANNUAL REVISION:**

Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise!" the consolidated package by an amount not exceeding 10'Y. of preceding year's package amount for the ensuing year.

5. **ACTION AGAINST FIRST PARTY:**

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party shall entitle second party to terminate services of first party.
- (ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

6. **TERMINATION OF CONTRACT:**

- (i) The contract can be terminated with notice of one month on either side or by depositing / paying one month's package /contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- (iii) The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

7. **STANDARDS OF SERVICE:**

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement.

8. **GENERAL:**

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second party without any notice or compensation.

( )  
Signed by First Party  
by Authorized signatory

( )  
Signed  
by the Second Party

Name:

Address:

Dated:

Name: Project Coordinator & Head,  
Address: CICR Regional Station,  
Coimbatore.

Dated:

WITNESS

Signature  
Name:

Address:

WITNESS

Signature  
Name:

Address: