

**Terms and conditions for Security Services to
CPRI, RTL -Nashik.**

I. Eligibility Criteria for Security Agency

1. Security Agency may be a proprietary firm/ Partnership / Company who possess the following statutory documents:
 - a) License to engage in the business of Private security agency under Private Security Agency (Regulation) Act 2005 and relevant Rules, issued from time to time.
 - b) Contract Labour license issued by the Competent authority of Govt. of India.
 - c) Establishment Registration Certificate.
 - d) Code numbers allotted by ESIC and EPF Commissioner.
 - e) GST Registration Certificate.
 - f) PAN card.
 - g) DGR Registered Certificate is mandatory.
2. The Security Agency must have registered office / Branch office's are in Nashik etc., which should be headed by a retired Commissioned officer of defence services or Gazetted Officer of Central / State Police Force throughout the contractual period. (documentary proof to be submitted).
3. The Professional Tax and the ESIC should remitted in the respective states only, if applicable.
4. The Security Agency must have minimum Five years of experience as Security Service Provider.
5. At least three satisfactory performance Certificate from Central / State Government organisations or Public Sector undertaking, where they provide Security personnel during last five years.
6. There should be no case pending with the police against the Proprietor/ Firm / Partner or the Company (Agency). The Security Agency should have not been blacklisted by any organization/Govt. Department. An affidavit in this respect is required to be given by the Agency.
7. Copies of Income Tax returns for last three years.

8. The Agency should have an annual financial turnover of INR 60 lakhs from Security services during the last three financial years. Audited or CA certified statement of accounts, documents to this effect shall be duly submitted.

II. Estimated manpower requirement of CPRI (including relievers)

1. The Security Agency shall be **able to deploy** following strength of Security Personnel in CPRI Offices/premises in Nashik :

Sl. No.	Place of deployment	Day to day deployment strength	No. of reliever required for W / Off	Required strength of Security Personnel
1.	Nashik	10	02	12
	Total			12*

*These numbers may vary depending on the requirements.

2. The Security Agency shall at all times **maintain full strength of Security Personnel** specified above. Failure to provide full contingent of Security Personnel by the Agency on any given day or the designated post is left vacant, will result in imposition of a penalty of 5% on the monthly service charges.
3. The Agency shall also provide extra Security personnel as and when required by CPRI during emergency for a short term or long term on the same terms and conditions.
4. The Agency shall be responsible for **replacement of any Security Personnel** falling sick, proceeding on leave or otherwise absent at no additional cost to this Institute. Failure on the part of Agency to maintain daily flow of Security personnel to the full strength for all shifts (24 X 7) will attract reduction in service charges along with 5% penalty.
5. The manpower deployed by the agency shall be required to work in shifts as detailed below for 6 days in a week and avail 7th day as paid weekly off.
 The normal shift timings for security duties are as follows:-
 1. 1st Shift 0630 hrs. to 1430 hrs. (8 hours)
 2. 2nd Shift 1430 hrs. to 2230 hrs. (8 hours)
 3. 3rd Shift 2230 hrs. to 0630 hrs. (8 Hours)
 4. General Shift 0900 hrs. to 1730 hrs. excluding ½ hrs. lunch break.
 Shift timings may vary according to the requirement.
6. The Agency shall ensure that the security personnel provided for the security work

have to work six days a week and avail seventh day as paid **weekly off**. The Security Agency shall deploy additional Personnel as to enable each of the Personnel to compulsorily avail paid weekly off in each week.

7. The duty hours should not exceed eight hours at a stretch in any given day. Continuous shifts by the same person should be avoided and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the agency.

III. Minimum Standards of Security Personnel to be deployed in CPRI:

1. Eligibility Criteria for Security Personnel: -

- a) Retired Army/ Navy/ Airforce/ BSF with minimum education of 10th pass.
- b) He should not be on trade men in active service.
- c) Age of Security personnel should not exceed 55 years.
- d) Minimum 5'6" height with "SHAPE-I medical category.
- e) Ability to read, write and speak in Hindi, English and regional language.
- f) Knowledge of maintaining visitor pass system, verification of identity proof, material movement records, Lock & key management system, firefighting and usage of fire extinguishers and emergency response System.

2. Training / Physical & Medical Fitness

- a. All Security personnel deployed by the Security Agency must obtain SHAPE – I category medically fit Certificate.
- b. Security Personnel must be medically fit, physically well-built and possessing robust health and will be screened for their fitness before deployment.
- c. The Agency shall impart **periodical training** in Industrial security, Firefighting, handling of security equipment and other changing security and safety environment as per the requirement of CPRI.

The security Agency shall ensure that at any point of time the age of the Security Personnel deployed during the contract shall not exceed 55 years.

IV. Scope of work:

1. Security personnel provided by the Agency shall **safeguard the materials and properties of the CPRI** and the work means all security work in a broad sense including, but not necessarily limited to :
 - i. Security of the men, material and other assets of the Institute.
 - ii. Controlling the movements of employees
 - iii. Visitors Control and maintenance of proper records
 - iv. Key control

- v. Proper checking of all the incoming / outgoing materials by keeping proper records of Gate Pass Systems for men and material movements.
 - vi. Controlling the movement of vehicles through guarding and intensive patrolling in the areas.
 - vii. Checking of locks of all the buildings, rooms, labs, offices etc. and switching off/on all lights, Fans, power points, etc., as required.
 - viii. Maintenance of fire points and First Aid treatment.
 - ix. Round the clock vigilance and surveillance in the campus / colony / Electrical sub-stations.
 - x. Any other security functions required for the security of this Institute.
 - xi. Safeguarding CCTV fixtures and other equipment.
2. Round the clock security arrangements, including on Saturdays & Sundays and holidays, to be provided in CPRI Offices/ premises in Nashik.
 3. **Uniform and Clothing:** -The agency shall provide complete uniform to the deployed Security Personnel at its own cost, as approved by CPRI.
 4. **Sleeping on duty / Absence from duty post:** - If Security personnel found sleeping / absent from the duty post / found under the influence of Alcohol / Bad turnout / Shabby uniform during the checking of CPRI personnel, a fine equal to one day wages against that security staff will be deducted from the salary bill of the agency. Further, defaulters need to be replaced immediately.
 5. In the event of **theft or pilferage** of Institute material or the properties, the Agency's personnel actively assist the Security Officer of the Institute and follow up the same. In case it is found that any theft, pilferage, loss or damage has occurred to the person, property or premises of the CPRI due to negligence of Security personnel, in performing his duty and / or absence from the place of duty and / or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by CPRI, shall be recovered from the Agency's monthly bill or from the Performance Security Deposit.
 6. Security personnel shall be deployed in the Institute with the approval of the authorized Officer. The work force shall be under the **supervision** of the Security Officer / Chief Administrative Officer/ Administrative Officer or any other official authorized by CPRI.
 7. The Security personnel shall carry occasional random checks of 2 wheelers and 4 wheelers of staff while leaving the campus, in case instructed by the Security Officer

to ensure that none of the property of the CPRI is being taken out unauthorizedly.

8. All the incoming and outgoing entities and goods should be thoroughly checked by the Security personnel. The Security personnel must ensure that CPRI's property, whether equipment or materials, are not allowed to be taken out of the campus without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained.
9. Any Security personnel of the Agency does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Agency shall **immediately withdraw** and take suitable action against such persons on the report of the Institute. Further, the Agency shall immediately replace the particular Security Guard so deployed as directed by the Chief Administrative Officer / Security Officer of the Institute in case of any of the aforesaid acts on the part of the concerned Security Guard.
10. Deployed Security personnel should deal with staff and visitors, politely and courteously, while enforcing discipline and shall not indulge in unwarranted talks. If the Personnel found to have been misbehaves or indulges in misconduct of any nature, the Agency shall replace them immediately.
11. The selected agency shall ensure that any information related to research, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person/organization by the Security personnel deployed at the Institute.
12. The Security personnel should not consume alcohol/ smoking / Chewing tobacco product while on duty.
13. The Agency shall ensure the character and antecedents of the personnel deployed, got verified by the Police at its own cost and shall submit a photocopy of the verification to the Institute.
14. A senior level representative of the Agency shall **visit CPRI offices/premises** at least one day and two nights in a week and review the performance of Security personnel. During the visit, the representative of the Agency shall also check the turnout and alertness of the deployed personnel and submit a report to the Security Officer. Further, the representative of Agency shall also meet the Security Officer once in a week, in person, for feedback regarding the performance of the services and removal of service deficiencies, if any.

V. Statutory Provisions

1. The Agency shall be solely responsible for all **accidents or personal injuries** to the Security personnel employed by him at this Institute. The Agency shall at its own cost, take necessary **insurance cover** in respect of the services rendered to CPRI. The Agency shall comply with the **statutory provisions** of :
 - a. Private Security Agency (Regulation Act)
 - b. Contract Labour (Regulation & Abolitions) Act 1970
 - c. The Contract Labour (Regulation & Abolition) Central Rules 1971
 - d. Shops & Establishments Act
 - e. Labour Regulation (Payment of Wages Act 1936, Workman compensation act and Payment of gratuity act)
 - f. The Minimum Wages Act 1948
 - g. Workman's Compensation Act 1952
 - h. The Employee's Provident Fund (and Miscellaneous provisions) Act 1952
 - i. Employee's State Insurance Act
 - j. Payment of Bonus Act 1965
 - k. Employer's Liability Act 1938
 - l. Any other rules / regulations and / or statutes that may be applicable from time to time.
2. The Selected agency shall be required to pay minimum wages as prescribed under DGR wage structure with periodical revision along with all such other statutory dues like ESI, PF, PT etc as notified by DGR from time to time.
3. The Agency shall comply with the statutory remittances like ESI & EPF and the mandatory contributions of the employer i.e. Agency and their deployed personnel shall be remitted regularly and the proof of remittance (separate challan for guards deployed in CPRI) shall be mandatorily produced along with the monthly bill.
4. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof CPRI is put to any loss / obligation, monetary or otherwise, CPRI will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency.

VI. Financial

1. The successful Agency shall furnish a **Performance Security Deposit** (or Bank Guarantee from a nationalized bank (valid from the date of awarding of contract up to 60 days beyond the contract period) to CPRI for due performance of the contract

for an amount equal to 3% of the value of the contract, till final settlement of all dues for which no interest will be paid by CPRI.

2. **Service Charges:**

Service Charges in Rupees per guard/per month shall be quoted by the Agency. The Service Charges so quoted will be fixed throughout the entire contract period, even in case of extension of Contract as well as the wage revision from DGR.

Quotations received with Service charges quoted as percentage of wages will be rejected. The Bids quoting unusually low service charges will be declared as not qualified and liable to be rejected.

3. The selected agency shall be required to pay wages **as per DGR wage structure** including periodical revision as notified by DGR from time to time. The wages and other entitlements shall be paid through bank transfer to their respective accounts of the security personnel.

The monthly wages shall be paid to the deployed Security Guards for 26 days in the event of no. of days in a month is 30 and 27 days in the event of no. of days in a month is 31 and no overtime will be reimbursed by the Institute in case the Security Personnel is deployed on overtime and the agency shall be responsible to make such payments.

The Security Agency should deploy full strength of manpower as specified in the Clause II - Manpower requirement of CPRI terms and conditions of Security Service.

4. The Agency shall **disburse the wages** to Security personnel on or before **5th of every month**. If 5th happens to be a closed Holiday, it should be paid before. Penalty will be imposed at the rate of 0.5% of the monthly bill for each day of delay in wage disbursement.

5. **Submission of bills:** The Agency shall submit the bills for payment to the Units where they are providing Security Services and the bills will be settled by the respective Units. The respective Units of CPRI where the Agency is providing the Security Services will reimburse the disbursed wages as per DGR rates along with statutory contributions and service charges after deducting TDS as per the rules within two weeks from the date of submission of bill by the Agency subject to the provisions of contract. The Agency shall be required to submit the bill in duplicate along with following documents:

- a. Attendance sheet of the personnel performed duties for the month duly certified by the Agency.

- b. Salary sheet of Security personnel with all earnings and deductions along with following information:
 - i. Security guard's bank accounts details (in which wages has been credited).
 - ii. EPF & ESI number of Security Guard.
 - iii. Number of duties performed and weekly off availed
 - iv. Salary earned during the period on different heads and deduction towards ESI, EPF Professional tax and others.
 - c. Signed copy of Security Guard's salary transaction through Bank account
 - d. Statutory remittance Copies of PF, ESI, Professional tax and GST etc.
 - e. Detailed statement of employees and employer's contribution of each Security personnel towards ESI and EPF and its bank transfer statement.
6. The Tax Deduction at Source (T.D.S.) shall be enforced as per the provisions of the Income Tax Department by the Institute and TDS Certificate shall be issued to the agency by CPRI.
7. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. to the concerned tax authorities from time to time as per the rules and regulations on the matter.

VII. Contract tenure:

Initially contract will be awarded for three months, after the satisfactory performance, the contract will be extended for nine months. On the basis of performance of one year contract, it may be extended for another two years on the same terms and conditions of contract.

VIII. Penalty and liability clause:-

1. The Agency shall be responsible to faithful compliance of the terms and conditions. In the event of any breach of this terms and condition, the order may be terminated and the performance security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the Agency on whom the order is placed.
2. If the Agency violates any of the terms and conditions or commits any fault or the services are not to the entire satisfaction of the authorized officer of CPRI, in his behalf, a penalty leading to deduction up to 5% of the bill amount.

IX. Termination of contract:

1. When both parties decide to terminate the agreement or on expiry of the validity of the document.
 - a. On premature termination of this agreement by the first party, the first party shall compensate the second party at actuals.
 - b. In the event of breach of any of the terms and conditions confined in this contract and or failure in rendering satisfactory services, the contract can be terminated by giving one month notice by either parties.
2. In the event of any eventuality either takes place or occurs which is beyond the control of either of parties.
3. Any breach by either of the party will entail the right to other party to terminate the agreement.

X. Legal

1. For all intents and purposes, the Security Agency shall be the “Employer” within the meaning of various Labour Legislation's, for the manpower so deployed at CPRI. The Agency shall alone be responsible for the redressal of grievances/ resolving of disputes relating to personnel deployed. CPRI, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any personnel deployed by the agency in the course of their performing the functions/duties, or for payment towards any compensation.
2. The manpower deployed by the selected agency shall not have any claims of Master and Servant relationship vis-à-vis CPRI nor have any principal and agent relationship with or against the CPRI. Deployed manpower shall not be treated or considered as employees of the Institute under any circumstances.
3. If any disputes arises regarding interpretation/ implementation of terms and conditions, the same shall be resolved as far as possible amicably by mutual consultation/ Conciliation process, failing which such disputes shall be resolved through Indian Arbitration and Conciliation Act 1996 and as amended from time to time. The arbitrator will be appointed by the Director General, CPRI. The Arbitration proceedings shall be conducted in Bangalore and the language of arbitration shall be in English and the Court of Bangalore shall have exclusive jurisdiction.
4. On all matters pertaining to this tender and with regard to **interpretation of the Terms & Conditions** and the Agreement, the decision of the CPRI shall be final and binding.
5. The successive bidder shall be required to enter into an **Agreement on stamp paper**

worth Rs.200/- in the format approved by CPRI containing inter-alia all the terms and conditions of the contract.

XI. Other terms and conditions:

1. The Bidder shall submit duly signed Bid Security Declaration form accepting that in case of withdrawal or modification of the bids during the period of validity, or if they are awarded the contract and fail to sign the contract or to submit a performance security deposit before the deadline defined in the bids, they may be disqualified from bidding for any contract with CPRI for a period of one year from the date of notification.
2. The Agency shall be required to maintain **Attendance register / Attendance roll** in CPRI which will be open for inspection and checking by the authorized officers of CPRI.
3. The selected agency shall furnish the following documents in respect of each security personnel deployed at CPRI, before the commencement of contract :
 - a. List of security personnel identified/selected by agency for deployment at CPRI, with Bio data, proof of date of birth, age, qualification, residential address with Contact number/s etc.
 - b. Police Verification Certificate.
 - c. SHAPE-I certificate from a Medical Officer
4. Selected Agency shall issue identity cards to the Security personnel deployed, bearing their photographs/ identifications etc. and the Personnel shall wear their identity cards at the time of duty.
5. CPRI is not liable to provide accommodation, transport, food, medical and any other requirement for the personnel deployed at the Institute.
6. Subletting of Security Services to the third party is not permitted which will attract immediate termination of Contract.
7. That it is expressly understood and agreed between the parties to this agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said person and the CPRI shall accrue/arise implicitly or explicitly.
8. That the Contractor shall keep the CPRI indemnified against all claims whatsoever in respect of the employees by the contractor at various points. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the prior responsibility of the Contractor to contest the same. In case CPRI is made party and is supposed to contest the case, the CPRI will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in

advance by the Contractor to CPRI on demand. Further, the Contractor shall ensure that no financial or any other liability comes, on CPRI in this respect of any nature whatsoever and shall keep CPRI indemnified in this respect.

Sr. Administrative Officer

Chief Administrative Officer