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Appendix-15**Appointment of security agency on Job/Service contract**

**INDIAN COUNCIL OF AGRICUTURAL RESEARCH
Krishi Bhavan, Dr. Rajendra Prasad Road
New Delhi 110001**

F. No. 21-8/2001-Cdn.**Dated the 8th August 2003****Subject: Appointment of Security Agency on job/service contract-reg.**

In super session to Council's instruction issued vide letter no. 21-8/2001-Cdn. Dated 9th November 2001 on appointment of security agencies sponsored by DGR, it has now been decided that henceforth the security will be given only on job/service contract basis. While awarding the job/service contract, following points are to be kept in view:

1. A clear contractual agreement should be entered into between the ICAR/Institute and the private agency for the purpose of Security Job/Services on non-judicial stamp paper of appropriate value as per the rate prevalent in that state.
2. The contractual agreement should be for security job/service (between ICAR Unit and Private Security Agency) and not for payment of wages.
3. There should be no mention/requisition for number of guards and no relation whatsoever of employer and employee between ICAR/Institutes and Security Guards, who are contract employees of the security provider.
4. The payment should be made by ICAR to the Security Agency only for the security job/service provided and it would be the responsibility of the said Private Agency to make payment of wages to the guards.
5. The expenditure should be met out of the budget available under the head "other charges" and not out of establishment charges.
6. Where a number of ICAR Units are located at a same place, efforts should be made to work out an agreement on a collective system on cost sharing basis as far as possible.

A draft Agreement Deed duly vetted by Legal Adviser, ICAR is enclosed herewith for necessary guidelines. Respective institutes may go for security on job/service contract only after following codal formalities and enter into the Agreement Deed based on these guidelines. In case of any deviation, same may be got vetted from Legal Adviser, ICAR through concerned SMD.

**Sd/-
(B.N. RAO)
Under Secretary (GAC)**

Encl: As above.

**Distribution: -**

1. All Directors/Project Directors of Research Institutes/NRCs/Bureaus/Project Directorates under the ICAR system.
2. All DDGs/ND, NATP.
3. Sr. PPS to DG, ICAR/PPS to Secretary, ICAR/PS to FA, DARE.
4. Director (F)/Director (P)/Director (DIPA)/DS (P&A)/DS (Edn.)
5. IA-I to IA-VI Sections/Cash I & II Sections/Pers. IV Section/E&M Section/GA Section
6. Caretaker, Krishi Bhavan/KAB-I/KAB-II
7. Hindi Section for providing Hindi version.

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(On Indian Non Judicial Stamp Paper)

AGREEMENT DEED

This agreement is made at-----on this-----day-----
200-----between the Indian Council of Agricultural Research, a Society registered under
the Societies Registration Act 1960, through the Secretary, ICAR (Here in after called first
party) of the First Party and-----having its office at
----- (hereinafter called the security agency) of the other part.

WHEREAS the One Part/First Party desired to avail the security on job/service contract
basis for the purpose of carrying out the security and watch and ward of their property etc.

NOW THEREFORE it is agreed by and between One Part/First Party and the security
agency as under:-

1. The security agency shall carry out the security and watch and ward of the NASC Complex/Institute, Dev Prakash Marg, New Delhi 110012 as per the requirements and instructions given to them by the outhorities of one part/first party time to time for a period of one year w.e.f. _____ until further orders.
2. A list showing the jobs to be carried out by the security agency is attached as Annexure-I. However, these are only guidelines. Additional jobs or modifications in the job will be carried out with the approval of the authorities of the one-part/first party.
3. The Security Agency shall render the services on the job contract basis at the rate of Rs. _____ p.m., which includes PF contribution, EST contribution (not applicable to service man) and any other statutory provisions and liabilities to be discharged by the Security Agency.
4. Security guards to be deployed shall be preferably ex-servicemen with robust health and clean record preferably within age group of below 45. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the One Part/First Party from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated to the security Agency in witting well in advance.



5. The security agency shall employ their own staff/employees as may be required for the purpose of execution of the work, which shall be subject to the approval of the One Part/First Party authorities.
6. The security agency agrees to discharge all their legal obligations of their employees in respect of their wages and other 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, viz. Statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The Security Agency agrees to indemnify and keep indemnified the one part/first party from any claims, loss or damages that may be caused to the one part/first party on account of the Security Agency's failure to comply with their obligations under the various law towards their staff/employees employed by them or any loss or damage to one part due to acts/omissions of other part.
7. The stationery items like registers, scales, writing pads, pencils, staplers etc. will not be provided by the One Part/First Party and Uniforms will not allowed to be washed in the One Part/First Party premises. The uniform of the security personnel's and other related items as mentioned above would be provided by the Security Agency. The One Part/First Party has to pay only the amount, which has been agreed to as per items no. 3.
8. The security agency shall submit their bills after the completion of each month during the first week of the following month of the services rendered previous months to Secretary, ICAR. The payment will be made by cross cheque on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Secretary, ICAR whose decision shall be final and binding on the Security Agency.
9. The Security agency agrees to get all the security staff members and their employees insured against any liability arising under the Workman's compensation act or under the common law. The security agency agrees to indemnify against any claim that the One Part/First Party may have to meet in respect of their staff members and/or Workman/employees on account of any accident or for any other reason.
10. It is further clarified that under no circumstances, the staff member and/ or the Workmen/employees of the Security Agency shall be treated, regarded or considered or deemed to be the employees of the One Part/First Party and the Security Agency alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep

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indemnified the One Part/First Party AGAINST ANY CLAIM THAT may have to meet towards the employees of the Security Agency.

11. Further, it is agreed that the Security agency will ensure that no theft or damage to the One Part/First Party property should take place during the tenancy of the service contract of the security Agency. In case any theft or damage to the One Part/First Party property occurs during the service contract period with the security agency due to the negligence of the security staff/employees of the Security Agency, the security agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two members of the One Part/First Party) and one member of the security agency) come to the conclusion that the loss is attributable to the negligence on part of security personnel of the security agency. The Security Agency shall attend all the police cases from time to time during the contract period, if required.
12. The Security Agency will provide the Security Services at the rates mentioned in the foregoing paragraph round the clock in three shifts running from 6.00a.m. to 2.00p.m., 2.00 p.m. to 10.00 p.m., 10.00 p.m. to 6.00 a.m. The Security Supervisor of the Security Agency should be present to supervise the security work invariably between the shifts from 6.00 a.m. to 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 6.00 a.m.
13. If any question or dispute arise between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, than such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the One Part/First Party his award shall be governed by the provisions of the Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and shall be binding on both the parties hereto
14. Notwithstanding anything contained in clause 13 it is expressly agreed and understood that the One Part at its sole discretion will terminate the agreement in case of following contingencies:
 - (a) If the security agency fails to execute the work entrusted to the satisfaction of the One Part of which the One Part/First Party shall be the sole judge.
 - (b) If the security agency fails to discharge their legal obligations towards the employees security personnel employed at One Part/First Party premises.
 - (c) If for any reason whatsoever, the security agency is not able to perform their part under this agreement for continuous period of ten days or more.
 - (d) If the security agency commits breach of any of the clauses of the agreement.
 - (e) If the One Part/First Party is required to pay any damages and/of compensation and/or any payment to their customers/visitors on account of any negligent action and /or misbehavior on part of the security agency.



- (f) If the security agency is unable to give proper account of tools, equipments etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
- (g) The Security agency shall inform the One Part/First Party immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981. The Security Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act 1970 from the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement Security Agency shall have license under section 12 of the Contract Labour (R&A) Act 1970. In default of these agreement will be liable to be terminated.
- (h) The One Part/First Party will not be made liable to answer any officials under Security Funds board_____. It shall be the sole responsibility of the security agency to satisfy any of the officials of the Security Guards Board.
- (i) Under no circumstances, the One Part/First Party shall be made liable or additional monetary involvement than what has been mutually agree.

15 PENALTY CLAUSE:

- i) The Security Supervisors and Security guards on duty must possess cap, proper uniform, lathi, whistle, torchlight, name badge, shoes and identity card etc.
- ii) No Security Supervisors/Security guards perform double duty, in case if they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill.
- iii) A daily list of Security Supervisor and Security Guards on duty should be provided to this office.
- iv) A detailed list of Security Supervisor and Security Guards along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of security.

In case of any of the above contingencies, the One Part/First Party will have the right to terminate this agreement forthwith without notice and will not be liable to any damages and/or loss, which may be suffered by the security Agency on account of termination of this agreement.

In WITNESS, whereof, the parties herein to have set their respective hands on this day --
-----of-----



For and one behalf of
Secretary, ICAR _____

For and on behalf of the Security
Agency

Signature

Signature

Name & Designation and Stamp/seal

Name with Designation

Witnesses

- 1. Signature Name/Address
- 2. Signature Name/Address.

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TERMS AND CONDITIONS FOR THE SECURITY CONTRACT

1. The guard should be healthy, desirable physique and proper experience and may be shuffled from time to time.
2. The guard should be able to communicate in Hindi and also in English if possible.
3. The guard should perform one shift per day, double duties are not allowed.
4. The guard should not develop social relationship with ICAR staff.
5. The guard should be provided with uniforms, whistle, torch, lathi etc.
6. The guard should wear neat uniform while on duty along with identity cards.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. The security supervisor will maintain all the registers, which are kept at main gate and other points.
9. That have to verify all the office building, rooms after 5.30 P.M. to ensure as to whether all buildings are locked properly.
10. From 10.00 P.M. to 6.00 A.M. one security supervisor must be on patrolling duty in the campuses by rotation and while patrolling he should check all the buildings locks including pump houses.
11. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
12. They should observe movement of all the staff, laborers and visitors etc.
13. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.
14. All the vehicles are to be parked in the parking place only. The vehicle should be checked by the Security Guard on duty while coming inside and while going out also.
15. Proper entries are to be made while handing over key to any staff of ICAR and while taking over too.
16. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any Security Supervisor/Security guards going on leave under intimation to this office.
17. Changing of Security Supervisor/Security Guards should be intimated to the Caretaker.
18. Patrolling to the identified.....points to be carried out every hour in the night.
19. The Security staff should follow the codal formalities of Security System while on duty.
20. The Security personnel should ensure that proper gate pass has been issued by the Competent Officers for the items taken out of the campus. In case of any doubts, they should immediately contact officer incharge, Security.