

Ref No.: CSIO/GS/01/2018

Price : Rs.1500.00

ISSUED TO :

Date :

TENDER DOCUMENT
CONTRACT FOR SECURITY MANPOWER SERVICES
AT CSIR-CSIO, CHANDIGARH-160030

START DATE OF ISSUE OF TENDER DOCUMENT : 23.05.2018
LAST DATE OF ISSUE OF TENDER DOCUMENT : 07.06.2018 (Up to 1500 hrs.)
LAST DATE OF SUBMISSION OF TENDER : 12.06.2018 (Up to 1500 hrs.)
DATE OF OPENING OF TENDER : 12.06.2018 (at 1530 hrs.)
VENUE FOR OPENING OF BIDS : CSIR-CSIO, Sector 30-C, Chandigarh



CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector-30 C, Chandigarh- 160030.


23/5/18
अनुभाग अधिकारी(सा.)
Section Officer (G)



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CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector-30 C, Chandigarh- 160030.

Contract for Security Manpower Services at CSIR-CSIO,
Chandigarh-160030.

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Note

Tenderer should confirm that they have received all the above documents. The nature and the site of works can be seen personally. Demand Draft for Rs.1,31,000/ (Rupees One Lakh Thirty One Thousand only) towards earnest money deposit (EMD) may please be attached.

DD No. _____ dated _____ for Rs. _____

Drawn Bank _____

Signature of the officer
Issuing tender

Tender issued to: _____


अनुभाग अधिकारी(सा.)
Section Officer (G)
23.5.18

TENDER NOTICE



CSIR-CSIO

CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION (Council of Scientific & Industrial Research) Sector-30 C, Chandigarh – 160 030

Tenders are invited for the contract for managing security manpower services at CSIR-CSIO, CHANDIGARH-160030 (for a period of 02 years with extension of further 01 year on satisfactory performance/ services of the security agency) from reputed security agencies/contractors who are holding valid PASARA License (Private Security License) under Private Security Agencies (Regulation) Act, 2005, Valid Licence under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having GST registration and successfully carried out security manpower contract or at least one similar nature of contract of security manpower services during the last 3 years in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes as per details given below :-

Detailed Tender document can be viewed and downloaded from CSIR-CSIO Website <http://csio.res.in> under heading NIT No. CSIO/GS/01/2018. Tender Document can also be obtained on payment of Rs.1,500/- by the eligible bidders through Debit Cards or by Demand Draft in favour of Director, CSIR-CSIO, Chandigarh and the payment of EMD for Rs.1,31,000/- by way of Demand Draft in favour of Director, CSIR-CSIO, Chandigarh .

i)	Estimated Award Value for :- (i) 16 Non-Armed Guards (including 01 Lady Guard) ii) 02 Armed Guards	Rs. 65,19,083.00
ii)	Earnest Money Deposit (EMD)	Rs. 1,31,000.00
iii)	Cost of Tender Document	Rs. 1,500.00 (a) Tender Document can be obtained from CSIR-CSIO on payment of Rs.1500.00 by way of DD in favour of Director CSIO, Chandigarh or through swiping the Card with Cashier CSIR-CSIO. (b) Tender Document can also be downloaded from the website www.csio.res.in . In that case, separate DD of Rs.1500/- in favour of Director CSIO, Chandigarh is to be attached.
iv)	START DATE OF ISSUE OF TENDER DOCUMENT	23.05.2018
v)	LAST DATE OF ISSUE OF TENDER DOCUMENT	07.06.2018 (up to 1500 hrs.)
vi)	LAST DATE OF SUBMISSION OF TENDER	12.06.2018 (up to 1500 hrs.)
vii)	DATE OF OPENING OF TENDER	12.06.2018 (at 1530 hrs.)

Tender Document will be issued only to those contractors who submit documents in respect of eligibility criteria. Format of Eligibility criteria may be obtained from SO (G), CSIR-CSIO in person or may be downloaded from our website.

Eligibility of security agencies will be determined on the basis of required documents submitted by the bidders against all columns of 'Eligibility Criteria Format'. For any query / interpretation regarding eligibility criteria or terms and conditions of tender SO (G), CSIR-CSIO may be contacted in person on all working days between 10.00 AM to 5.00 PM .

Firms registered with NSIC or MSME are exempted from Tender Fee and Earnest Money Deposit.

For further details, detailed tender document, amendments, Corrigendum, extension of NIT or revision , please visit our website <http://csio.res.in> regularly. The Director, CSIR-CSIO reserves the right to reject any or all tenders either in part or in full without assigning any reason.

(Administrative Officer)

[Signature]
23/5/18

अनुभाग अधिकारी (सा.)
Section Officer (G)

TECHNICAL BID

"Round-the-Clock Security Manpower Services at CSIR-CSIO, Chandigarh

(Please intimate information in Col. No.III and page number in page No. IV)

Sr.	Requirement	Information Supplied	Page Number
I	II	III	IV
1.	Name of the Organisation/ Firm, location of office with complete address with Telephone/ Fax nos. and e-mail address.		
2.	Name of Organisation (whether Private/Public Sector Undertaking/ Sole Proprietor/ Partnership/ Cooperative Society etc.) Documentary proof to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender be attached)		
3.	Does the firm have an experience of providing security services in a single contract with any Autonomous Body/Government Organisation where the minimum number of persons deployed were more than 50 in the last three years? If yes, submit names of minimum three (3) organizations(s) along with a certificate certifying that the applicant firm has executed a contract, satisfactorily, where 50 or more than 50 Security/ Fire personnel were deployed.		
4.	Copies of work order or certificate of monthly billing from the client attached as documentary evidence.		
5.	Financial resources, assets in terms of firm's property (fixed and moveable)held.		
6.	A copy of latest audited Balance Sheet. (Attach copy of the same)		
7.	Solvency certificate of an amount not less than Rs. 10 lakhs issued by a nationalized bank within the last six months is attached.		
8.	PAN of the firm		
9.	TAN of the firm		
10.	Whether registered with the Labour Dept. of the State/ any other State/ UT/ Central Govt. If yes, mention the Registration number and date along with name & address of the registering authority. Also attach an attested copy of the registration certificate.		

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Section Officer (G)

Sr.	Requirement	Information Supplied	Page Number
I	II	III	IV
11.	Whether licence of Private Security Regulation Act, 2005 obtained, if yes, enclose copy of valid licence .		
12.	Does the firm have EPF registration number issued by the concerned authorities? Enclose the copy of same		
13.	Does the firm have ESI registration number issued by the concerned authorities? Enclose the copy of same		
14.	Has the firm attached an Affidavit as under :- "I/We solemnly affirm and declare that the individual firm/ companies are neither black-listed by the Union or State Government nor any Partner/Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/ our firm".		
15.	Has the firm submitted EMD of Rs.1,31,000/-? If so, details of Demand Draft/ Pay Order from Nationalized Bank		
16.	GST Registration. Copy of the same may be attached.		
17.	Any other information.		

In case any of the above documents in respect of Sr. No. 1 to 17 is found missing or non-satisfactory, the tender shall be rejected. No further clarification shall be sought from the tenderer. Mentioning page number in column No.IV is compulsory.

Place:

Signature of Tenderer

Date:

Address.


अनुभाग अधिकारी (सा.)
Section Officer (G)

23/5/18

PROVIDING ROUND THE CLOCK SECURITY MANPOWER SERVICES AT CSIR-CSIO SECTOR 30, CHANDIGARH

I. SCOPE OF WORK/CONTRACT

The security agency will provide trained and experienced Non-Armed Security Guards and Armed Security Guards (16 **Non-Armed Guards**+ 02 **Armed Guards** respectively **including 01 non-armed Lady guard**) (preferably from ex-servicemen category) in such a number as required by CSIR-CSIO from time to time for protection of :-

i)	Government land, buildings, fittings and fixtures therein; plant & machineries, equipments installed (including outdoor), office records, moveable and immoveable items in the CSIR LAB.
ii)	Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. in the LAB and fresh additions/ installations in the LAB from time to time during the contract period.
iii)	To permit the entry of Officers and Staff of the LAB only after verifying their identity. To permit the entry of visitors only after confirming from the designated officers of CSIR that the entry is for the official purpose. A visitor's pass is required to be made after making entries in the register giving details of the visitor, purpose of visit and the officer with whom he is required to meet. To permit Government employees of other departments having passes issued by Security Officer/Security Assistant after verifying certificates from their office that they are required to perform duties in the premises of the CSIR LAB. To permit entry of the official vehicles of the CSIR LAB and Private vehicles of the officers of the CSIR LAB after ensuring that only the authorized persons are inside the vehicle. To permit entry of private vehicles bringing materials, stores for CSIR only after confirming from the designated officers of CSIR-CSIO that the entry is for official purposes. To make a temporary pass for the officers/ staff not having the Identity Card after consulting the designated officers of the CSIR-CSIO.
iv)	Entry of Officers/ Staff during the Holidays and before/ after working hours: Officers/ Staff may not be permitted to enter on Holidays or before a specified time in the morning and remain in the office premises up to a specific time after working hours unless a special permission is available from the designated officers. The presence of officers/ staff during such period would be restricted for official purposes. Security persons will be responsible to maintain a record of the incoming and outgoing staff cars after office hours in working days and in holidays. A register would be maintained for entry of the officers/ staff who are coming to office during holidays in addition to e-attendance. Entry would also be made in a register about the details of the official vehicles and their timings of entry/ exit during holidays and before and after working hours.
v)	Issue of Gate passes for stores/ material coming in and going out of the premises.
vi)	The firm would provide 02 Armed Guards and 16 Non-Armed Guards. The Security Guards will be deployed from eight hours shift on round the clock basis.
vii)	No part of the Government land is trespassed, encroached or squatted upon or suffer from any unauthorized occupation or use.
viii)	Issue of tender document to a Firm/Agency does not mean that a firm/agency is technically qualified. The technical eligibility of firm/agency will be decided by this institute after submission of Tender Document by the firm/agency.

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अनुभाग अधिकारी(सा.)
Section Officer (G)

II. DEFINITIONS:-	In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to except where the context otherwise requires: <ul style="list-style-type: none">• LAB shall mean CSIR-CSIO, Sector 30, Chandigarh.• Contract shall mean the notice inviting the tender and document, the tender and acceptance thereof and the formal agreement, if any executed between CSIR-CSIO and the tenderer together with the documents referred to therein including these conditions with appendices and special conditions, rates and amounts and schedules of rates including all revisions, additions and deletions. All these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
III. SUB-CONTRACTING	The contractor shall not be allowed to sub-contract any part of the contract without the prior consent of CSIR. If such consent is given, this shall not relieve the tenderer from any liability or obligation under the contract and he shall be responsible of the acts/ defaults and neglects of any sub-contractor, his agents or workmen as if they were the acts, defaults or neglects of the tenderer, agents or workmen.
IV. PERIOD OF CONTRACT	The contract shall be for a period of two (02) years with extension of further one year and subject to satisfactory performance of services and compliance of "terms and conditions of the agreement by the contractor."
V. GENERAL TERMS AND CONDITIONS	
1. Registration/ execution of the agreement:	The successful bidder shall be required to execute an agreement on the format approved and supplied by CSIR-CSIO on stamp papers of appropriate value to be registered with the Sub-Registrar, at his own cost.
2. Earnest Money Deposit/ Security Deposit:	A sum of Rs.1,31,000/- (Rupees One Lakh Thirty One Thousand only) should be submitted by way of Demand Draft as earnest money deposit (EMD) along with the Technical Bid. The successful bidder shall be required to deposit Security to the tune of 10% of the annual contract value in the shape of "Fixed Deposit Receipt" covering the period of contract duly pledged in favour of Director, CSIR-CSIO, Chandigarh before signing the agreement.
3. Bank Guarantee:	In addition to the Security deposit, the contractor shall furnish Bank Guarantee of value equivalent to Rs.2,50,000.00 /- (Rupees Two Lakh Fifty Thousand only) issued from any scheduled bank in favour of the Director, CSIR-CSIO, Sector 30 -C, Chandigarh at his own cost so as to underwrite against any claim arising out, at any time, in connection with this contract. The Bank guarantee should be valid and covering the period of contract.
4. Revocation of Security/ Bank Guarantee:	Director, CSIR-CSIO shall have absolute rights and powers for the revocation of said security deposit/ bank guarantee, in case of breach of any clause of this Contract without any prior notice and no claim whatsoever on this count shall be entertained.


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Section Officer (G)
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5.	Commencement of work: The Contractor is required to commence the work on -----hrs of ----- or with effect from issue of the allotment letter whichever is earlier. In the event of failure, a penalty @ 1% of the monthly value of contract per day shall be imposed for non-commencement of work subject to the condition that in no case it shall exceed 10% of the total value of the contract cost. Director, CSIR-CSIO shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on the written application of the contractor, in case he finds that the grounds given by the contractor are reasonable and satisfactory.
6.	Deployment of staff: The contractor is expected to deploy 02 Armed Security Guards and 16 Non-Armed Security Guards (preferably all exservicemen category properly discharged from the services) having an educational qualifications, experience and physical fitness as shown against each. These persons shall be deployed in three shifts as per details given in Annexure (page 20) Deployment of Security Guards: The number of security guards may increase/ decrease depending upon the requirement as envisaged by the CSIR LAB (CSIR-CSIO). The list of all security personnel deployed in the CSIR LAB containing their residential address, age, educational qualification shall be submitted to the office at the commencement of the contract. The contractor will further intimate any subsequent change about their particulars immediately from time to time.
7.	Formulation of mechanism and monthly duty/ assignment chart: On taking over the responsibility of providing the aforesaid services, the contractor shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment in the CSIR-CSIO for the approval of the Officer-in-charge of the said services. He will visit the CSIR LAB in order to interact with the Officer concerned for ensuring the effective arrangement at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He will further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Officer In-charge. The contractor as well as the staff deployed by him on duty shall be duly bound to carry out the directions/ instructions given to him by the Director, CSIR-CSIO or any other officer authorized to do so by him from time to time. Any dereliction from such obligation shall be considered as breach of the terms of the contract.
8.	Determination of quality of work/ services: The decision of the Director, CSIR-CSIO with regard to the determining of quality of work/ services done by the contractor, shall be final and acceptable to the contractor. The contractor shall, therefore, rectify the defect so pointed out without any extra payment. The Director, CSIR-CSIO shall also reserve the rights to get the work/ services so rejected done/ replaced at his own level at the risk and cost of the contractor, after giving him a notice in writing, and the expenditure incurred on this count shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security/ bank guarantee as he may think proper.
9.	Identification: For the purpose of proper identification of the employees of the contractor deployed at various points, the contractor shall himself issue them the identity cards/ identification document at his own cost and they shall be duty bound to display the identity cards at the time of duty.


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Section Officer (G)
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10. Uniform:	The wearing of uniforms by the contractual staff deployed for duty in the CSIR LAB shall be compulsory. If any person, while on duty is found without uniform, penalty shall be charged @ Rs. 20/- per person per day for his lapse. The penalty charges shall be recovered from the administrative charge of the contractor from the monthly bill. The Director, CSIR-CSIO, however, may increase the amount of penalty on case (s) of repeated default as deemed fit.
11. Supervisory Control:	The persons so deployed shall be under the overall control and supervision of the contractor. The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of peace and protection of persons and property of the CSIR-CSIO.
12. Surprise Check:	The Director, CSIR-CSIO or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the contractor in order to ensure that the required number of persons are deployed and that they are doing their duties properly. In case, any person so deployed by the contractor does not come up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the contractor shall take suitable action against such employees. In case of any complaint/ defect pointed out by the authorized officer of the CSIR-CSIO, the contractor shall immediately replace the person so deployed.
13. 13. Relationship between the employer and staff:	The persons deployed by the contractor for the work shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the CSIR, either implicitly or explicitly.
14. 14. Medical Examination and Verification of antecedents:	The contractor will ensure that employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own level.
15. Raising of Bills:	The Contractor will raise his bill by 3 rd day of every month which will be duly certified by the officer designated by CSIR-CSIO. CSIR-CSIO will process the bill so raised and make payment to the contractor latest by 10 th day of the month. Contractor will pay the wages to his manpower deployed in CSIR-CSIO latest by 7 th of every month and there should be no linkage between this payment and settlement of the contractor's bill by CSIR-CSIO.
16. Payment of wages:	The contractor shall ensure that all the employees get wages at the rates (Minimum-Wages) fixed by the competent authority from time to time, whichever is higher. The contractor shall ensure that the wages etc. paid to its employees so deployed are in conformity with the provisions of the Contract labour (Regulation and Abolition) Act, 1970 and the rules made there under. The contractor will ensure that payment of wages to the contractual employees is made by the 7 th of every month and wage slips are issued to every employee. The contractor shall disburse the wages of his employees deployed at the CSIR Lab (CSIR-CSIO) in the presence of Wage Disbursement Committee. In case the Director, CSIR-CSIO so decides, the Contractor shall open his bank account in a Bank/branch to be indicated for the purpose of receiving payment from CSIR.


अनुभाग अधिकारी (सा.)
Section Officer (G)
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17.	EPF/ ESI/ Bonus/ Minimum wages: The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act. P.O. Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The contractor shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI/ EPF with the concerned department/ authorities at his own level and maintenance of such record as per rules. CoFA/F&A.O of CSIR -CSIO will be consulted in this regard by the contractor. He will be required to submit a copy of Challan/ abstract/ statement of the amount deposited on account of the statutory contributions within 15 days of release of payment, failing which the payment of administrative charges of the following month will be with-held. The payment will be released to him towards his administrative/service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedule and other statements on the required formats for all employees, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the disbursement of the wages bill of staff for the following month failing which the whole responsibility for any delay in the disbursement of wages of the staff shall rest with the contractor. Further, he will arrange the disbursement of wages to the staff so deployed by him in the CSIR LAB (CSIR-CSIO) for duty through netbanking directly in the bank account of his workers or through crossed cheque except in cases of utmost urgency, if any with the prior approval of the Director, CSIR-CSIO and in the presence of the authorized Officer of the CSIR-CSIO. The contractor shall ensure that the cheques issued by him should not be dishonoured under any circumstances. He will also arrange to open such EPF/ ESI accounts of all the employees deployed by him in CSIR-CSIO. Any breach of the compliance of such formalities on more than two occasions during the currency of the contract shall invite action for the imposition of penalty, apart from the cancellation of contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Contractor.
18. →	Good and Service Tax (GST) or any other tax (except income tax) payment of which is the liability of the principal employer, as applicable on the date of submission of tender, shall be included by the tenderer in the rate of administrative/ service charges. The CSIR LAB will not make any separate payment on this account. However, in case the government increases or decreases the rates of existing service tax/ any other tax (except income tax), the administrative/ service charges will be increased or decreased at the rate corresponding to the rate of increase/decrease of such taxes subject to the condition that the contractor produces an authentic/reliable proof in this regard.
19.	TDS: Income tax shall be deducted from the bills of the contractor at source at the rates as applicable from time to time, in accordance with the instructions/ rules applicable in this regard.
20.	Other mandatory responsibilities of the contractor: It is obligatory on the part of the contractor to fulfil his commitments towards his employees so deployed by him under the various Labour Laws. The contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the CSIR-CSIO from time to time. Any obligation and/ or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act., 1970 as amended from time to time or any other Act for the purpose of entering into and/ or execution of this contract shall be carried out by the contractor at his own cost and the Contractor shall report the compliance thereof to the Director, CSIR-CSIO. The contractor shall be solely responsible for violation of any provisions of the said Act or any other Act. The contractor shall not charge any money from the contractual employees towards security deposit. The contractor shall issue employment cards containing terms and conditions of appointment to its employees to be deployed in the CSIR-CSIO.

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Section Officer (S.)

21	Liability of the contractor to indemnify: The contractor shall keep the CSIR-CSIO indemnified against any loss caused to the CSIR's property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor. Contractor shall be responsible for payment of any loss caused to the property of the CSIR LAB. In case any employee of the contractor so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the contractor concerned to contest the same. In case the CSIR LAB is also to implead as a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the CSIR LAB by the contractor in advance or on demand. Further, the contractor shall ensure that no financial or any other legal liability comes on the CSIR LAB in this respect at any time for the acts done by the personnel of the contractor.
22.	Deficiency in service/ Disobedience by staff: In case of any deficiency in services or disobedience by the staff so deployed by the contractor, the Director, CSIR-CSIO shall be at liberty to impose a penalty as may be deemed fit upto Rs. 500/- for each such lapse after giving an opportunity of being heard in person. The decision of the the Director, CSIR-CSIO shall be final and binding on the contractor. The CSIR LAB (CSIR-CSIO) shall have further right to adjust, readjust, or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this contract or out of the security deposits of the contractor.
23.	Termination of the Contract: The contract may be terminated in the event of occurrence of any of the following contingencies: a) Without any prior notice on the expiry of the contract period. b) By giving 3 months notice in case:- i) The contractor consistently provides unsatisfactory services. ii) The contractor assigns the contract or any part thereof to any other person for subletting the whole or a part of the contract. iii) The contractor is declared insolvent by any court of law. iv) The contractor is not interested to complete/ continue the contract. "Provided that during the notice period for termination of the contract, the contractor shall continue to provide the services as before till the expiry of notice period."
24.	Removal of staff on termination of contract It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract and ensure that no person shall create any disruption/ hindrance/ problem of any nature to the CSIR LAB.
25.	Transfer of Liabilities: In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by the following on such terms and conditions, as the Director, CSIR-CSIO, may think proper in public interest: • Legal heirs in case of sole proprietor. • The surviving partners in the case of a firm, otherwise, the Director, CSIR-CSIO shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.
26.	Jurisdiction The courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

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अनुभाग अधिकारी(सा.)
Section Officer (G)

27. Arbitration	In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to the sole arbitration of the Director, CSIR-CSIO whose decision thereon shall be final and binding on the parties thereto. The expression "Director, CSIR-CSIO" shall include an acting/ officiating Director, CSIR-CSIO.								
28. Important dates	<table><tr><td>START DATE OF ISSUE OF TENDER DOCUMENT</td><td>: 23.05.2018</td></tr><tr><td>LAST DATE OF ISSUE OF TENDER DOCUMENT</td><td>: 07.06.2018 (Up to 1500 hrs.)</td></tr><tr><td>LAST DATE OF SUBMISSION OF TENDER</td><td>: 12.06.2018 (Up to 1500 hrs.)</td></tr><tr><td>DATE OF OPENING OF TENDER</td><td>: 12.06.2018 (at 1530 hrs.)</td></tr></table> <p>Opening of Financial Bids of technically qualified tenders in respect of qualified technically firms will be intimated separately.</p>	START DATE OF ISSUE OF TENDER DOCUMENT	: 23.05.2018	LAST DATE OF ISSUE OF TENDER DOCUMENT	: 07.06.2018 (Up to 1500 hrs.)	LAST DATE OF SUBMISSION OF TENDER	: 12.06.2018 (Up to 1500 hrs.)	DATE OF OPENING OF TENDER	: 12.06.2018 (at 1530 hrs.)
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29. Rates	Bidders will quote only %age of Service Charge in price bid as other statutory payments like Minimum Wages, EPF, ESI and Bonus will be paid as per rules applicable.								
30. Submission of tenders	Tenders are to be submitted in separate two parts i.e. Part-I containing technical competence and related documents as required along with EMD of Rs. 1,31,000/- (Rupees One Lakh Thirty One Thousand only) and Part-II containing price bid in the prescribed format (Appendix-IV) in sealed envelopes . These two envelopes may be put in a single envelope and super scribed as " Tender for Managing Round-the-Clock Security Manpower Services at CSIR-CSIO, Chandigarh " and addressed to Director, CSIR-CSIO, Chandigarh.								
31	The Director, CSIR-CSIO in the public interest reserves all rights to accept or reject any or all tenders without assigning any reason and also to impose/ relax any term and condition of the tender								
32.	Cutting/over-writing/use of correction Pen/Fluid is not allowed in the Technical as well as Financial Bid. If found, tender will be outrightly rejected and no correspondence will be entertained in this regard.								


अनुभाग अधिकारी(सा.)
Section Officer (G)

APPENDIX-III

AFFIDAVIT

I/We (Name) _____

Contractor/ Partner/ Sole Proprietor (strike out word which is not applicable) of the (Firm) do hereby solemnly affirm and declare that the individual firm/ companies are neither black-listed by the Union or State Government nor any Partner/ Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/ our firm.

DEPONENT

Address: _____

Verification:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed therefrom.

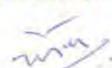
DEPONENT

Place: _____

Dated: _____

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)


अनुभाग अधिकारी(सा.)
Section Officer (G)


23.5.18

Price Bid Format

APPENDIX-IV

(To be kept in a separate envelope).

Item No.	Item Description	MINIMUM WAGE (per worker)			Remarks
		un-skilled	semi-skilled	skilled	
1.	Rate of Minimum Wages per day	-----	-----	-----	As per Govt. notification
2.	Minimum wage per month (26days)	-----	-----	-----	As per Govt. notification
3.	Bonus (Minimum Bonus @ 8.33% of SI No.2)	-----	-----	-----	As per rule
4.	Total (SI No.2+3)	-----	-----	-----	
5.	PF @ 12% of SI. No. 2 per month	-----	-----	-----	Employees contribution
6.	ESI @ 1.75% of SI. No.2 per month	-----	-----	-----	Employees contribution
7.	Relieving Charges 1/6 of Minimum Wages	-----	-----	-----	Employees contribution
8.	TAKE HOME NET PAY (4 – 5 – 6)	-----	-----	-----	
9.	PF @ 13.15% of SI. No.2 above per month	-----	-----	-----	Employer's contribution
10.	ESI @ 4.75% of SI. No.2 per month	-----	-----	-----	Employer's contribution
11.	Total : (4 + 8 + 9) :	-----	-----	-----	
12.	Service Charge @ _____ % of minimum wages				 To be quoted by the Bidder
13.	Total : (10 + 11) per month	-----	-----	-----	
14.	GST @ 18% or as applicable, of SI no. 12	-----	-----	-----	As per rule
15.	Grand Total SI No. (12 + 13) :	-----	-----	-----	

The Institute will make payment of Minimum wages as notified by Ministry of Labour, Govt. of India or DC rate of Chandigarh whichever is higher from time to time and EPF,ESI, Bonus, applicable GST at prescribed rates.

The Bidders are requested to quote their service charge in percentage appeared at SI No.11 above. This percentage will remain firm/unchanged during the contract period. TDS as applicable will be deducted.

• Points to remember before Quoting Service Charges:-

Previously it has been noted that due to very low figure of service charge, contractors fail to provide good service. Therefore, it must be ensured that service charge quoted should not be unreasonable. Contractors, before quoting for service charge, must ensure that they have taken into consideration various aspects such as deduction of Income tax at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment, payment of statutory charges to their contract persons as well as to the Govt. / statutory bodies.

Please quote service charges accordingly.

It is certified that I have read & understood all the Terms & Conditions of the tender document.

Place _____

Signature _____

Name _____

Date _____

Seal _____

25/5/18


अनुभाग अधिकारी (सा.)
Section Officer (G)

AGREEMENT FOR SECURITY MANPOWER SERVICES

This AGREEMENT made on this _____ between the **CSIR-Central Scientific Instruments Organisation**, a Society registered under the Societies Registration Act and having its office (**Council of Scientific and Industrial Research**) at "Anusandhan Bhawan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

M/s _____ (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing the security arrangement at **CSIR-CSIO, Sector-30-C, Chandigarh** which is a constituent unit of CSIR (hereinafter referred to as **CSIR-CSIO** and whereas the Contractor has offered to provide the security arrangement on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and was registered with DG (Resettlement) at any stage and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/ or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/ or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the **CSIR-CSIO**. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work of security arrangements and to keep a strict watch and ward of the land and properties hereinafter mentioned as work assigned details of which given at Annexure 'A'.

AND WHEREAS the contractor has agreed to furnish to the CSIR-CSIO a security deposit of Rs. _____ (Rupees _____ only) by way of Bank Guarantee or fixed Deposit Receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS

1.	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 persons and the CSIR-CSIO shall accrue/ arise implicitly or explicitly.
2.	That on taking over the responsibility of the work assigned the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the CSIR-CSIO or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of the CSIR-CSIO for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Director of the CSIR-CSIO or the officer designated by the Director in this respect from time to time.
3.	That the Director of the CSIR-CSIO or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

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Section Officer (S)

4	<p>That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-CSIO / CSIR in this respect.</p> <p>Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-CSIO / CSIR in case of any of the aforesaid acts on the part of the said person.</p>
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B. CONTRACTOR'S OBLIGATIONS

1.	That the contractor shall carefully and diligently perform the work assigned to him as mentioned at Appendix-A as deemed fit by him in consultation with the CSIR-CSIO.
2.	That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst the retired/released ex-service personnel or properly trained security personnel of high integrity and good conduct and preferably below the age of 50 years.
3.	That the contractor shall submit details, such as names, parentage, residential address, age, etc., of the persons deployed by him in the premises of the CSIR-CSIO/CSIR. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/ identification, etc. and as such employees shall display their identity cards at the time of duty.
4.	That the contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5.	That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CSIO and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1939, Employment of Children Act, 1938, Maternity Benefit Act and/ or any other Rules/ Regulations and / or statutes that may be applicable to them.
6.	That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-CSIO indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any bye-laws or rules framed under or any of these, the CSIR-CSIO shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
7.	That the contractor shall be required to maintain permanent attendance register/ roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR-CSIO.


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Section Officer (G)

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8.	That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-CSIO CSIR and shall on demand furnish copies of wages register/ muster roll, etc. to CSIR-CSIO/CSIR for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
9.	That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR-CSIO, Sector-30, Chandigarh in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
10.	The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CSIO .
11.	That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor 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 filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay the penalty to Director, CSIR-CSIO to be determined by him.
12.	The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-CSIO and ensure that no such person shall create any disruption/hindrance/ problem of any nature in CSIR-CSIO either explicitly or implicitly.
13.	The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14.	The security money will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.


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Section Officer (G)
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15.	That the Contractor shall keep the CSIR-CSIO indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR-CSIO will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR-CSIO on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR-CSIO in this respect of any other nature whatsoever and shall keep CSIR-CSIO /CSIR indemnified in this respect.
16.	The Contractor shall further keep the CSIR-CSIO indemnified against any loss to the CSIR property and assets. The CSIR-CSIO shall have further right to adjust and/or deduct any of the amounts for the loss suffered as aforesaid from the payments due to the Contractor under this contract.
17.	That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the CSIR-CSIO As a safeguard against any dishonesty, connivance and/ or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/ Administrative Officer of the CSIR-CSIO shall make suitable arrangement to ensure compliance.
18.	That the Contractor shall report promptly to the CSIR-CSIO any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets, movable and immovable, of the CSIR-CSIO and if there is any loss of the CSIR-CSIO on account of dishonesty, and/ or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the CSIR-CSIO.
19.	That the uniforms supplied by the contractor at his own cost to the persons deployed for his work shall include Khaki bush-shirt, army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc., The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the CSIR-CSIO.

C. CSIR'S OBLIGATIONS

1.	1. That in consideration of the services rendered by the contractor as stated above, he shall be paid a lump sum of Rs..... on monthly basis. In this regard, the contractor will raise his bill by 3 rd day of every month which will be duly certified by the officer designated by CSIR-CSIO. CSIR-CSIO will process the bill so raised and make payment to the contractor latest by 10 th day of the month. Contractor will pay the wages to his manpower deployed in CSIR-CSIO latest by 7 th of every month and there should be no linkage between this payment and settlement of the contractor's bill by CSIR-CSIO.
2.	2. That the aforesaid lump sum amount has been agreed to be paid by CSIR-CSIO to the contractor.
3.	3. The payment on account of enhancement/ escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR-CSIO to the contractor.


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Section Officer (G)

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4.	That the CSIR-CSIO shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
----	--

D. PENALTIES/ LIABILITIES

1.	1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2.	2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the CSIR-CSIO. in this behalf, a penalty leading to the deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION

1.	1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2.	2. That this agreement may be terminated on any of the following contingencies:-

a)	On the expiry of the contract period as stated above
b)	By giving one month's notice by CSIR on account of:
c)	For committing breach by the contractor of any of the terms and conditions of this agreement.
d)	On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the CSIR-CSIO.
e)	On contractor being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

F. ARBITRATION

1.	In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.
2.	2. The award of the arbitrator shall be final binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.


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3.	The Arbitrator may give interim award(s) and/ or directions, as may be required.
4.	4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modifications thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

(
Administrative Officer
For and on behalf of
Council of Scientific & Industrial Research
Anusandhan Bhawan
Rafi Marg, New Delhi-11000.

(Counter-signature)
Controller of Finance & Accounts

For and on behalf of
The Contractor
WITNESS

- 1.
- 2.


अनुभाग अधिकारी (सा.)
Section Officer (G)

23/5/18

ANNEXURE

Sr.	Name of the Security Check Posts	Morning 1 st shift	Evening 2 nd Shift	Night 3 rd Shift	Total
1.	Gate No.1 Armed Guards Lady Guard/Searcher	Nil 01	01 Nil	01 Nil	02 01
2.	Sub Station	01	01	01	03
3.	ISTC	01	02	02	05
4.	Director Bungalow/Gate No.6	01	01	01	03
5.	Scientist Apartment	Nil	Nil	01	01
6.	Colony Gate	01	01	01	03
7.	Technical Block	01	01	01	03
Total		06	07	08	21
8.	Relievers per day required	-	-	-	03
Total Security Guards		21+ 03 Relievers=24			


अनुभाग अधिकारी (सा.)
Section Officer (G)

23/5/18