



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5414744 Dated/दिनांक : 19-09-2024

### Bid Document/ बिड दस्तावेज़

Bid C	Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	10-10-2024 13:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-10-2024 13:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)		
Ministry/State Name/मंत्रालय / राज्य का नाम	Ministry Of Science And Technology		
Department Name/विभाग का नाम	Department Of Scientific And Industrial Research (dsir)		
Organisation Name/संगठन का नाम	Council Of Scientific And Industrial Research (csir)		
Office Name/कार्यालय का नाम	Central Scientific Instruments Organisation		
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor		
Contract Period/अनुबंध अविध 1 Year(s)			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
	I.		

Bid Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid∕बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	12000000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	240000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India	
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00	
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14	

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी:

Director

Central Scientific Instruments Organisation, Department of Scientific and Industrial Research (DSIR), Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology (Director)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost: or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**Geographic Presence: Office registration certificate:**Registered Active Local Office at (Chandigarh, Panchkula, Mohali)

Scope Of Work For the Service: 1726728487.pdf

# Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 29 )

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Type of Establishment / Area	Office/Commercial/Institutions/ Residential		
Category of Profile	Unarmed Security Guard		
Category of Skills	Skilled		
Gender	Male		
Duty Hours in a day	8		
Qualification	Secondary School		
Ex Servicemen	Yes		
Age Limit	Up to 50 years		
Years of Experience	3 – 6 years		
Additional Requirements for the Security Personnel	Driver's License		
Addon(s)/एडऑन			

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Angad Virk	160030,Central scientific Instruments organisation Sector, 30-C	29	<ul> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 12</li> <li>Basic Pay (Minimum daily wage): 1085</li> <li>Provident Fund (INR per day): 130</li> <li>EDLI (INR per day): 5.4</li> <li>ESI (INR per day): 0</li> <li>EPF Admin charge (INR per day): 5.4</li> <li>Bonus (INR per day): 5.4</li> <li>Bonus (INR per day): 0</li> <li>Optional Allowance 1 (in Rupees): 0</li> <li>Optional Allowance 2 (in Rupees): 0</li> <li>Optional Allowance 3 (in Rupees): 0</li> </ul>

# Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor ( $\bf 3$ )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Graduate
Ex Servicemen	Yes
Age Limit	Up to 55 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	Driver's License
Addon(s)/एडऑन	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Angad Virk	160030,Central scientific Instruments organisation Sector, 30-C	3	<ul> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 12</li> <li>Basic Pay (Minimum daily wage): 1085</li> <li>Provident Fund (INR per day): 130</li> <li>EDLI (INR per day): 5.4</li> <li>ESI (INR per day): 0</li> <li>EPF Admin charge (INR per day): 5.4</li> <li>Bonus (INR per day): 5.4</li> <li>Bonus (INR per day): 0</li> <li>Optional Allowance 1 (in Rupees): 0</li> <li>Optional Allowance 2 (in Rupees): 0</li> <li>Optional Allowance 3 (in Rupees): 0</li> </ul>

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

#### Director

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director
Account No.
30267029400
IFSC Code
SBIN0001443
Bank Name
State Bank of India
Branch address

Sector-30, Chandigarh

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 6. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

\*Gunman (02) included in the below strength.

Sr. No.	CSIO Campus Duty P	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift	General S hift
1	Gate 1/Ambala Gate	2	2*	2*	0
2	Gate 2	1	1	1	0
3	Technology Block Rece ption	1	1	1	0
4	ISTC Security Post	1	1	1	0
5	Die & Mould (1&2) Post s	1	1	2	0

6	Gate 5/7 Post	1	1	1	0
7	Colony Gate Post	1	1	1	0
8	Sub-Station Post	0	0	1	0
9	Security Supervisor	1	1	1	0
10	Lady Guard	0	0	0	1
	Total	9	9	11	1

#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such

representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



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

No. CSIR-CSIO/Security/2024/Gen Dated: September 2024

#### **Tender Document**

for

"Providing of Security Manpower Services at CSIO and its premises"

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#### CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION

(Council of Scientific and Industrial Research)

Sector 30, Chandigarh-160030

No. CSIR-CSIO/Security/2024/Gen

Dated: September 2024

#### **Notice Inviting E-Tender**

E-Tenders are invited online through Gem Portal (Government e-Marketplace) from eligible registered Security Firms/ Agencies having suitable experience in Providing Security Services in the last five years. Interested bidders are invited to participate in tender (bid) online by this office on GeM portal (website: https://gem.gov.in/).

Firms/ Agencies willing to participate in the tender process must be registered under Registrar of Company and fulfill local/ Central Government statutory compliances under Contract Labour (Regulation & Abolition) Act and registered for ESI, EPF, GST and Labor Department of Government of India/State Government. Agencies must have relevant work experience in the CSIR laboratories/ Offices of Central Govt./ Offices of State Govt./ Offices of Semi Govt. Bodies/ Autonomous Bodies/ Public Sector Undertakings/ Govt. National Laboratories or Govt. Institutes/ Govt. Hospitals. Detailed Notice inviting E-Tender and related Terms & Conditions are available at CSIR-Central Scientific Instruments Organization Institute's website https://www.csio.res.in and GeM Portal website https://gem.gov.in .

Director, CSIR-CSIO reserves the right to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof. In case of holiday on any particular day, the said action date will be the next working day at same time.

#### **Important Dates**

1 The estimated cost of the work:	Rs. 1,20,00,000/-
2 Cost of the EMD	Rs. 2,40,000/-
3 Downloading of Tender & Documents start date on	As per GeM Portal
4 Tender submission online end date	As per GeM Portal
5 Tender (Technical bid) opening date	As per GeM Portal
6 Date of opening of Price Bid	As per GeM Portal

Sr. Controller of Administration

#### CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION

(Council of Scientific and Industrial Research) Sector 30, Chandigarh -160030

#### **Tender Document**

#### Name of Work: Providing of Security Manpower Services at CSIO and its premises

Bids are invited through GeM from the registered security agencies, having capacity to provide Exservicemen to perform the security duties of the premises of CSIR-Central Scientific Instruments Organisation, Chandigarh on contract basis.

# The Security Agency has to provide 29 Security Guards and 03 Security Supervisors. Manpower may vary any time, with the approval of the Director, CSIR-CSIO.

Estimated annual cost	Rs. 1,20,00,000/-
Earnest Money Deposit (EMD), Should be deposited in Director, CSIR-CSIO, Chandigarh	Rs. 2,40,000/-
Account No. 30267029400. IFSC code – SBIN0001443.	Relaxation of EMD will be as per Govt. of India rule to MSME etc.

#### **OUALIFICATION OF THE BIDDERS FOR TECHNICAL BID:**

Following self-attested Documents to be attached online with tender (PDF), without these the bid will be cancelled/Technically disqualified. Bidders are requested to upload only the relevant documents as mentioned/required in the Tender Document. They are advised to refrain from uploading unnecessary voluminous documents which makes the Bid Document cumbersome and results in delay of Technical Evaluation process:

- 1. EMD (Earnest Money Deposit) or Proof of Exemption from payment of EMD (Earnest Money Deposit), if any, Exemption to the registered MSMEs (Micro, Small and Medium Enterprises) is as per Government of India guidelines and producing the Certificate of registration of Firm/Agency under MSMEs, Government of India and providing similar nature of work/services. EMD Exemption is allowed to Firm/Agency having MSME certificate for Security Services.
- 2. Self-attested copies of experience certificate indicating work completion period issued by concerned authorized awarding agency/ department for providing security works in CSIR laboratories/ Offices of Central Govt./ Offices of State Govt./ Offices of Semi Govt. Bodies/ Autonomous Bodies/ Public Sector Undertakings/ Govt. National Laboratories or Govt. Institutes/ Govt. Hospitals in last 05 years ending on 31 March, 2024 as per the detail given below:
  - Three Security Services Contracts (by providing Ex-Servicemen) each amounting to **40%** of estimated annual cost i.e. Rs. 48,00,000/-.Or
  - Two Security Services Contracts (by providing Ex-Servicemen) each amounting to **50%** of estimated annual cost i.e. Rs. 60,00,000/-.Or
  - One Security Services Contracts (by providing Ex-Servicemen) each amounting to **80%** of estimated annual cost i.e. Rs. 96,00,000/-.

Exemption is allowed to Firm/Agency having MSME certificate for Security Services/Security Manpower Services.

- 3. Copy of financial turnover Certificate in the last 03 Financial years amounting to 02 crores or more per year ending 31 March, 2024 certified by Chartered Accountant. Exemption is allowed to Firm/Agency having MSME certificate for Security Services/Security Manpower Services.
- 4. Copy of Registration No. of the Firm/Agency.
- 5. Copy of Balance Sheet, Profit & Loss Account statement and Income Tax Return (ITR) filed by Firm/Agency in the last 03 years ending 31 March, 2024 (Assessment Year A.Y. 2022-23 to 2024-25).
- **6.** Copy of bank solvency certificate amounting to 02 crores or more of Firm/Agency issued by bank after 01-07-2024.
- 7. Copy of PAN Card of Firm/Agency under Income Tax Act.
- **8.** Copy of GST Registration and GST Number of Firm/Agency.
- 9. Copy of EPF Registration and EPF Number of Firm/Agency.
- 10. Copy of ESIC Registration and ESIC Number of Firm/Agency.
- 11. Contract Labour License of Firm/Agency issued by Government of India under Contract Labour (Regulation and Abolition) Act as updated/revised/amended upto date or issued by Government of India under Contract Labour (Regulation and Abolition) Rules as updated/revised/amended upto date.
- 12. Copy of Valid Registration of Firm/Agency under The Private Security Agencies (Regulation) Act as updated/revised/amended upto date.
- 13. Copy of Valid Certificate of Directorate General Resettlement, Department of Ex-Servicemen Welfare (Ministry of Defence) issued to the Firm/Agency.
- **14.** The Security Agency should have successfully completed at least two security contracts sponsored by the DGR, Ministry of Defence, Govt. of India, during the last five financial years.
- **15.** Copy of Valid Character Certificate of Proprietor of the Firm/Agency issued by office of District Magistrate and valid on the last date of closing of bid/tender.
- 16. Notarized undertaking as stated in **Annexure XI** by Firm/Agency that the manpower engaged at the site will be properly trained for job and covered under EPF, ESI and manpower will be paid Minimum Wages as fixed by Central Government under the Minimum Wages Act/DC Rates, Chandigarh as updated/revised/amended upto date.
- 17. Notarized undertaking that Firm/Agency has not been officially debarred or forbidden or blacklisted from participating as a Vendor/Supplier and the Firm/Agency is not present in the Banning of business dealings listing or Black listing or Holiday listing of the Central Government, of any State Government, of any CSIR Laboratory, of any Offices of Central Govt./ Offices of State Govt./ Offices of Semi Govt. Bodies/ Autonomous Bodies/ Public Sector Undertakings/ Govt. National Laboratories or Govt. Institutes/ Govt. Hospitals in the last 05 financial years ending 31 March 2024.
- 18. Bid document/Tender document downloaded from portal should be completed, duly filled and signed on each page and should be submitted/uploaded online.

-Sd-Sr. Controller of Administration

#### GENERAL INSTRUCTIONS TO THE BIDDERS

1. The Security Agencies will engage 29 Security Guards (Ex-servicemen) up to 55 years of age & 03 Security Supervisors (Ex-servicemen not below the rank of JCO) below 60 years of age. Manpower may be enhanced or reduced atany time by the orders of the Director, CSIR-CSIO.

#### **AWARD OF CONTRACT**

- 1. The successful bidder shall be required to furnish a **Performance Guarantee/Security Deposit 3%** of the bid/quoted amount within 15 days of receipt of Award Letter in the form of Bank Guarantee/FDR from a bank in favour of Director, CSIR-Central Scientific Instruments Organization, Chandigarh. The Performance Guarantee/Security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Guarantee/Security Deposit shall also be extended by the contractor accordingly.
- 2. Experience Certificate for last 5 years only for Ex-Serviceman issued by concerned authorized department should be attached, in which period of contract, amount of contract should have been clearly mentioned. Please also ensure that signature & Designation of issuing authority & address of office should be clear & legible, only certificate related to Security contract and for Ex-Serviceman within last 5 years has to be attached. Those have to be produced in original at the time of verification, unnecessary experience certificate if Ex-Serviceman not mentioned & other than National Laboratories/Govt./Semi Govt./Autonomous Bodies should not be mentioned /attached.
- 3. The bidder is advised to visit the premises of CSIR-CSIO and acquaints himself/them with the operational system. However, it shall be deemed that the contractor has undertaken a visit to the CSIR-CSIO and is aware of the operational conditions prior to the submission of the tender documents. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

#### TERMS AND CONDITIONS OF THE CONTRACT

- 1. The Contractor must have their Registered Active Local Office (Head Office or Branch Office) at Tricity (Chandigarh, Panchkula, Mohali) Area. Following Proof of Registered Active Local Office at tricity must be submitted along with the bid and agreement:
  - i) Registration issued under The Shops and Establishment Act or
  - ii)any other Documents/valid registered proof issued by State Government Department/ any Govt. Authority.
  - Rent Agreement shall not be considered for this purpose under any circumstances. The Contractor must maintain it's Registered Active Local Office in (Chandigarh, Panchkula, Mohali) Area during the entire Contract period.
- 2. The security personnel provided shall be the employee of the Contractor and all statutory liabilities will be paid by the contractor such as pertaining to Employees' State Insurance Corporation (ESIC), Employees' Provident Fund Organization (EPFO), The Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the CSIR-CSIO and if any change is required on part of the CSIR-CSIO, a fresh list of staff will be made available by the agency after each and every change.
- 3. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), ESIC, EPFO, etc. with regard to the security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the CSIR-CSIO and to the Labour department.
- 4. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code numbers allotted by Regional Provident Fund Commissioner (RPFC) against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of the employee engaged for the CSIR-CSIO works, is required to be submitted to the CSIR-CSIO. In any event, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, CSIR-CSIO is entitled to recover the equal amount from any money due to accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the

CSIR-CSIO.

- **5.** The antecedents of security staff deployed got to be verified by the contractor from local police authority and an undertaking in this regard to be submitted to the CSIR-CSIO and CSIR-CSIO shall ensure that the contractor complied with the provisions.
- **6.** The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be counter signed by the authorized official of the CSIR- CSIO. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
- 7. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- **8.** Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- **9.** All necessary reports and other information will be supplied immediately as required and regular meetings will be held with CSIR-CSIO.
- **10.** Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the CSIR-CSIO and shall not knowingly lend to any person or company any of the effects of the CSIR -CSIO under its control.
- 11. The Security staff shall not accept any gratitude or reward in any shape.
- **12.** The Contractor shall have at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- **13.** Under the terms of their employment agreement with the contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for on behalf of the Contractor.
- **14.** That in the event of any loss occasioned to the CSIR-CSIO, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR-CSIO, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Director, CSIR-CSIO will be final and binding on the agency.
- 15. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the CSIR-CSIO may issue from time to time and which have been mutually agreed upon between the two parties.
- **16.** The CSIR-CSIO shall inform the contractor if any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly, the Contractor reserves the right to change the staff with prior intimation to the CSIR-CSIO.
- **17.** The contractor shall be responsible to maintain all property and equipment of the CSIR-CSIO entrusted to it.
- **18.** The contractor will be held responsible for the damages/sabotage caused to the property of the CSIR-CSIO due to the riots/mobs attack/armed dacoit activities.
- **19.** The contractor will deploy supervisors (Ex-servicemen) as per the requirement given by the CSIR-CSIO. The Contractor will be bound to carry out the instruction given by the CSIR-CSIO from time to time
- **20.** The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs. 500/- each occasion and habitual offenders in this regard shall be removed from CSIR-CSIO. The penalty on this account shall be deducted from the Contractor's bills.
- 21. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. The CSIR-CSIO shall have the right to have any person removed in case of staff/visitors complaints or as decided by a representative of the CSIR if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
- 22. The eight hour shift generally starts from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the CSIR-CSIO from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No Paymentshall be made by the CSIR for double duty, if any.
- **23.** The personnel will have to report to the CSIR-CSIO security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the CSIR-CSIOI.
- **24.** The payment would be made on a monthly basis based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the CSIR-CSIO and contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the CSIR-CSIO.
- **25.** Any damage or loss caused by contractor's persons to the CSIR-CSIO in whatever form would be recovered from the contractor.

- **26.** (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the CSIR-CSIO and the same shall be deducted from the contractor's bills.
  - (b) In case any of the contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide a suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 26(a) shallbe levied.
  - (C) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the CSIR-CSIO premises immediately.
  - (d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, CSIR-CSIO reserves the right to impose the penalty asdetailed below: -
  - I. That if the contractor violates any of the terms and conditions of this agreement of commits any fault or their services are not to the entire satisfaction of officer authorized by CSIR-CSIO in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
  - II. After four weeks' delay, CSIR-CSIO reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from any other security agency/other contractor(s). The difference if any will be recovered from the defaulter contractor's bill and also shall be black listed for a period of 4 years to participate in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
- **27.** The contractor shall ensure that its personnel shall not at any time, without the consent of the CSIR-CSIO in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the CSIR-CSIO and shall not disclose to any information about the affairs of CSIR-CSIO. This clause does not apply to the information, which becomes public knowledge.
- **28.** Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- **29.** The contractor shall deploy his personnel only after obtaining the CSIR-CSIO approval duly submitting curriculum vitae (CV) of these personnel, the CSIR-CSIO shall be informed at least one week in advance and contractor shall be required to obtain the CSIR-CSIO approval for all such changes along with their CVs.
- **30.** Force Majeure
  - In at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
- **31.** The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- **32.** If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the CSIR-CSIO for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR-CSIO.
- **33.** The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
- **34.** During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue to the CSIR-CSIO shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
- **35.** In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the CSIR-CSIO may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall berecoverable by the CSIR-CSIO from the contractor.

- **36.** If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR-CSIO, such money shall be deemed to be payable by the contractor to the CSIR-CSIO within seven days. The CSIR-CSIO shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- **37.** The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- **38.** The contractor shall indemnify and hold the CSIR-CSIO harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- **39.** The bidder should be registered with the concerned authorities of the Labour Department under Contract Labour (R&A) Act 1970 as updated/revised/amended upto date.
- **40.** The contracting agency shall not employ any person below the age of 18 yrs.
- 41. The contractor shall provide proof of Ex-Servicemen and CSIR-CSIO may get it verified on its own.
- **42.** The contractor shall ensure to provide at least one female security guard during General Shift.
- **43.** The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.
- **44.** Security staff engaged by the contractor shall not take part in any staff union and association/political activities.
- **45.** The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationery for writing duty charts and registers at security checkpoints and records keeping as per requirements.
- **46.** The CSIR-CSIO shall not be responsible for providing residential accommodation to any of the employees of the contractor.
- **47.** The CSIR-CSIO shall not be under any obligation for providing employment to any of the workers of the contractor after the expiry of the contract. The CSIR-CSIO does not recognize any employee-employer relationship with any of the workers of the contractor.
- **48.** If as a result of a post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the CSIR-CSIO from the agency.
- 49. If any underpayment is discovered, the amount shall be duly paid to the agency by the CSIR-CSIO.
- **50.** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the CSIR-CSIO.
- **51.** The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESIC etc. of each employee.
- **52.** The contractor shall disburse the wages online to its staff deployed in the CSIR-CSIO every month through ECS.
- **53.** The contractor should have round the clock control room service in tricity (Chandigarh, Panchkula, Mohali) along with quick response teams to deal with emergent situations.

#### SCOPE OF WORK FOR PROVIDING SECURITY SERVICES

The contractor shall deploy Ex-Serviceman security personnel for providing security services at CSIR-CSIO premises located at Sector-30, Chandigarh. The contractor shall ensure protection of the personnel & property of the CSIO, Chandigarh, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray animals and anti-social elements, unauthorized persons and vehicle into the campus of the CSIO, Chandigarh. The duties and responsibilities of Security Supervisors & Security Guards are as under:

- The Security Supervisor of the contractor shall be responsible for making overall security arrangements in the CSIR-CSIO premises.
- 2. The Security Supervisor will ensure that the instructions issued related to security arrangements by CSIR-CSIO, Chandigarh are strictly followed and there should be no lapse of any kind.
- **3.** No outsiders are allowed to enter the building without a proper Gate Pass issued by the Authorized Officer/Person of the CSIR-CSIO at the main gate.
- 4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available to the contract or his Security Personnel.
- **5.** The officers and staff of the CSIR-CSIO, Chandigarh will keep the Identity cards with them for checking and allowing entry by the security personnel.
- **6.** Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the CSIR-CSIO and the same will be monitored personallyby the concerned authorities from time to time for its optimum utilization.
- 7. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the CSIR-CSIO.
- **8.** The Guards on duty will also take care of vehicles, scooters/motorcycles/bicycles and outsider vehicles parked in the parking sites located within the premises of the CSIR-CSIO.
- **9.** Entry of the street-dogs and stray animals into the premises is to be prevented.
- 10. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open space all over the premises.
- 11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
- 12. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also take care of the fire fighting in extinguishing the fire or in any other natural calamities.
- 13. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the CSIR-CSIO. Security personnel/ Supervisors should be sensitized for their role in such situations.
- 14. The Security Supervisor/Guards are required to display mature behaviour, especiallytowards staff and visitors.
- 15. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- **16.** Any other provisions as advised by the CSIR-CSIO may be incorporated in the agreement. The same shall also be binding on the contractor.
- 17. The security agency is required to provide the following services:
  - i) Safeguard against trespass;
  - ii) Security to the life of staff at the campus and property/ assets of the Institute;
  - iii) Screening and recording of all incoming and outgoing persons/goods/materials/the vehicles at the entrance/exit points of CSIR-CSIO;
  - iV) Pursuance of cases registered by and against the campus residents with localpolice;
  - V) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities;
  - Vi) Provide timely intelligence inputs to the CSIR-CSIO Administration, Maintenanceof proper record of temporary/permanent pass-out details;
  - Vii) Issue of gate-pass to visitors and checking 'in' and 'out' passes forgoods/materials;
  - **Viii)** Introduction and implementation of anti-theft measures;
  - iX) Liaison with local police authorities;
  - **X)** Liaison with local fire-brigade officials in an emergency. Security covers to various official functions organized by the Institute;
  - Xi) Keep vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements;
  - XII) Control of stray cattle & canine menace;
  - XIII) Control of vehicles traffic etc.
  - XiV) Carrying out any other related task as may be allotted by the competentauthority.

#### **ANNEXURE-I**

#### DETAILS OF DUTY POINTS AND DEPLOYMENT OF MANPOWER

#### (A) CSIR-CSIO campus, Chandigarh

Sr. No.	CSIO Campus Duty Points	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift	General Shift
1	Gate 1/Ambala Gate	2	2	2	0
2	Gate 2	1	1	1	0
3	Technology Block Reception	1	1	1	0
4	ISTC Security Post	1	1	1	0
5	Die & Mould (1&2) Posts	1	1	2	0
6	Gate 5/7 Post	1	1	1	0
7	Colony Gate Post	1	1	1	0
8	Sub-Station Post	0	0	1	0
9	Security Supervisor	1	1	1	0
10	Lady Guard	0	0	0	1
	Total	9	9	11	1

Deployment of guards/points can be increased or decreased at any time by the Director, CSIR- CSIO, above information is indicative. One female guard should be deployed in General Shift at Security reception. (This strength is inclusive of the above guards). Contractor has to ensure that the total number of duties of a single guard in a particular month should not increase above 26 days, for this sufficient buffer has to be kept for CSIR-CSIO.

#### Agreement for providing of Security Services in CSIR-CSIO, Chandigarh

Agreement to be signed (This agreement & tender document will be the part of agreement)

#### Name of Work: Providing of Security Manpower Services at CSIR-CSIO, Chandigarh

This AGREEMENT made on this day of between COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act, 1860 and having its office 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
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 the work "Providing of Security Services at
CSIR-CSIO, Chandigarh" at CSIR-CSIO, Chandigarh which is a constituent unit of CSIR (hereinafter referred
to as Lab./Instt.) and whereas the Contractor has offered to "Providing of Security Manpower Services at
CSIR-CSIO, Chandigarh" on the terms and conditions hereinafter stated.
WHEREAS Contractor has represented that he is a registered Contractor under the provision of Contract Labour (Regulation and Abolition Act), 1970 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. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.
WHEREAS CSIR-CSIO has agreed to award the contract of work for "Providing of Security Manpower"
Services at CSIR-CSIO, Chandigarh".
Hereinafter mentioned as work assigned details of which are given at Annexure I & Annexure II.
AND WHEREAS the Contractor has agreed to furnish to the Lab/Instt., asSecurity deposit of Rs
Guarantee or Fixed Deposit Receipt.
NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above,

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

#### **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/ariseimplicitly 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 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 checks on the persons as deployed by the Contractor in order to ensure that personsdeployed by him are doing their duties.
- 4. 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 riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-CSIO in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-CSIO in case of any of the aforesaid acts on the part of the said person.

#### **A.** CONTRACTOR'S OBLIGATIONS

- 1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'II' as deemed fit by him in consultation with the Director, CSIR-CSIO or his nominee.
- 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. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 55 Years for security duties only Ex-servicemen having integrity and good conduct are to be deployed by the contractor.
- 3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the person deployed by him in the premises of the CSIR-CSIO. 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 such employees shall display their identity cards at the time of duty.
- 4. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR-CSIO to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signatures 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 Sr. Controller of Administration/AO of the Lab shall make suitable arrangements to ensure compliance.
- 5. The Contractor shall report promptly to the Director/designated officer of the Lab. any theft/pilferage/sabotage 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 moveable and immoveable of the Lab and if there is any loss to the Lab 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 Lab.
- 6. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workmen'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, 1938, Employment of Children Act, 1938, Maternity Benefit Act and /or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR 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 provision. Contractor's failure to fulfil an 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 the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
- 7. That the contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-CSIO Lab building in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
- 8. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or the State Government whichever is higher and such payment shall be made upto the 7<sup>th</sup> day of every month.
- **9.** That the contractor shall be required to maintain a permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of Lab.
- 10. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-CSIO and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-CSIO 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-CSIO 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 unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

- 11. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include shirt & trouser, army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc., yearly or as and when required to deployed staff. 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 Lab.
- 12. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CSIO.
- 13. 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 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 in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, CSIR-CSIO a sum as may be claimed by CSIR-CSIO.

#### **B.** CSIR'S OBLIGATIONS

- 1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of Rs\_\_\_\_\_\_on \_\_\_\_on \_\_\_\_on \_\_\_\_on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the Contractor and duly certified by the officerdesignated by CSIR-CSIO in this regard.
- 2. That the aforesaid lump sum amount has been agreed to be paid by CSIR-CSIO to the Contractor.
- **3.** That the payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Director General of Resettlement, Ministry of Defence (Govt. of India) from time to time shall be payable by the CSIR-CSIO to the Contractor.
- **4.** That the CSIR-CSIO Lab shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
- **5.** The security deposit will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

#### **C.** <u>INDEMNIFICATION</u>

- 1. That the contractor shall keep the CSIR-CSIO indemnified all claims whatsoever in respect of the employee deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary 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 on demand. Further, the contractor will ensure that no financial or any other liability comes on CSIR-CSIO in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
- 2. The contractor shall further keep the CSIR-CSIO indemnified against any loss to the CSIR-CSIO property and assets. The CSIR shall have further right to adjust and/or deduct any of the amount as aforesaid from the payments due to the contractor under this contact.

#### D. PENALTIES/LIABILITIES

- 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 the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
- 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, CSIR-CSIO in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 3. 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 Laboratory/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.

#### **E.** COMMENCEMENT AND TERMINATION

- 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. That this agreement may be terminated on any of the following contingencies:
  - a) On expiry of the contract period as stated above.
  - b) By giving one month's notice by the CSIR-CSIO on account of
    - i) Committing breach by the Contractor of any terms and conditions of this agreement
    - ii) Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the Director of CSIR-CSIO, Chandigarh.
  - C) On Contractor being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in thesituation contemplated above, the Contractor shall keep ondischarging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for Lab.

#### 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 India International Arbitration Centre (IIAC), at Plot No 6, Vasant Kunj, Institutional Area, New Delhi for appointment of Arbitrator to adjudicate the dispute.
- 2. The award of the arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
- 3. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification 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 thedate, month and year first above written.

For and on behalf of The	For and on behalf of
Contractor	Council of Scientific & Industrial ResearchAnusandhar Bhavan, Rafi Marg, New Delhi-110 001
Witness	Witness
1	1
2	2

COUNTERSIGNED

# (Council of Scientific & Industrial Research) CSIR-Central Scientific Instruments Organisation

Sector-30-C, Chandigarh-160030

Name of Work: - Providing of Security Manpower Services at CSIR-CSIO, Chandigarh

# TENDERER MUST FILL THIS FORM BEFORE UPLOADING THE TENDER

1.	Name of the Tenderer	:
2.	Name of the Firm	:
3.	Year of incorporation/establishme	ent of the Firm/Company (Registration/Incorporation Certificate)
4.	Address with Pin code No. And Mo	obile No, Telephone number & Email Id:
5.	Residential Address with Pin code	No.:
6.	Is the firm registered?	: Yes/No, If yes, Regd. No.
7.	Give name and address of partner	r (if applicable) :
	NAME	ADDRESS WITH PIN CODE No
	(a)	
	(b)	
	(c)	
8.	Partnership Deed	: Please enclose with tender
9.	Name of Bankers	:
10.	Power of Attorney	: Enclose attested of Power of Attorney in case of firm.
11.	Name & address of the person(s)	holding power of attorney:
12.	Specimen signature of the person	holding power of attorney:
13.	Particulars of Registration	
(a)	Registered with	:
(b)	<b>Registration Number</b>	:
(c)	Financial limit upto which regis	stered :
14.	Contract Labour Licence No.	:
15.	EPF registration Number	:
16.	ESI registration Number	:
17.	GST registration No.	:

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21.	PSARA License No. :
22.	DGS Registration No :
23.	Designation and address of the person to whom all references shall be made regarding this tender:
24.	Shop & Establishment Registration No.:
19.	I/we accept all the terms and conditions received with tender document.
20.	Any other information
21.	Declaration by the contractor –
	This is to certify that I / we before signing this tender have read and fully understood all the terms and ditions contained herein and undertaken myself/ourselves to abide by the said terms and conditions along a ESI, EPF AND GST return filed of the workers engaged in the said work.
	Signature of Tenderer
	Name
	Designation
	Address with
	Pin code No.
	Phone No. (O)

18. P.A.N. No.

19. Labour License No.

20. Labour Identification No. (LIN) :

#### **ANNEXURE-III**

Bidder shall fill this form and enclose it with the original copy of tender. This Annexure is not applicable to Firm/Agency having MSME certificate as EMD Exemption is allowed.

### **DETAILS OF EARNEST MONEY DEPOSITED (EMD) BY TENDERER**

(To be filled by the Contractor)

S.N.	DETAILS	
1	DDNo/UTR No	
2	Transaction No	
3	EMD Amount	
4	Name of Issuing Bank	
5	IFSC Code	
6	Branch	
7	Place	
8	Date of issue	
9	Bank Account Detail of Party for refund of EMD	

(Signature & Seal of the Bidder)
Name of the Bidder:
Contact detail:

Bidder shall fill this form and enclose it with the original copy of tender.

## **CERTIFICATE OF FINANCIAL SOUNDNESS**

By BANK containing the following:

S.N.	Details	
1.	Name of Bank where the tenderer/party has its account& Address and IFSC code of Bank	
2.	The period since when account is being maintained	
3.	Whether during this period the account was being maintained satisfactory and there were no overdrafts.	
4.	General impression of the bank regarding financial soundness of the tenderer/party	
5.	Signature & Seal of the Manager of the Bank	

**Contact detail:** 

Bidder shall fill this form and enclose it with the original copy of tender.

### (On the Letter Head of the Bidder)

## **UNDERTAKING for Registered Active Local Office**

C N	D. C. CD. L. J. L. C. T. LOCK	ъ .	T.,	T. 4.1
S.N.	Proof of Registered Active Local Office	Document submitted along with the bid	Page number in document submitted by Bidder	Total number of pages
l.	Registration issued under The Shops and Establishment Act	Yes/No		
2.	License under Contract Labour (Regulation and Abolition) Act, 1970.	Yes/No		
3.	Security Agency License under PSARA Act	Yes/ No		
١.	Any other Documents/valid registered proof issued by State Government Department/ any Govt. Authority. Rent Agreement shall not be considered for this purpose under any circumstances.	Yes/ No		
i.	Name of Document Related to S.N. 4:	-		
 s R	egistered Active Local Office in tricity (Chandigarh, Panchkula, Moha. The authorized or designated Officer of CSIR-CSIO, Chandigarh the Registered Active Local Office in tricity Area at any stage.	li) during t	he entire Cor	tract perio

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Bidder shall fill this form and enclose it with the original copy of tender.

**Checklist for Qualification of the Bidders for Technical Bid** 

	List of documents to be uploaded	Name of file uploaded	Page number in submitted document	Total number of pages
1	EMD (Earnest Money Deposit) or Proof of Exemption from payment of EMD (Earnest Money Deposit) as stated in Clause 1 of Technical Qualifications.			
2	Self-attested copies of experience certificate indicating work completion period issued by concerned authorized awarding agency/ department for providing security works in CSIR laboratories/ Offices of Central Govt./ Offices of State Govt./ Offices of Semi Govt. Bodies/ Autonomous Bodies/ Public Sector Undertakings/ Govt. National Laboratories or Govt. Institutes/ Govt. Hospitals in last 05 years ending on 31 March, 2023 as per the detail given below:  Three Security Services Contracts (by providing Ex-Servicemen) each amounting to 40% of estimated annual cost Or  Two Security Services Contracts (by providing Ex-Servicemen) each amounting to 50% of estimated annual cost  Or  One Security Services Contracts (by providing Ex-Servicemen) each amounting to 80% of estimated annual cost  Exemption is allowed to Firm/Agency having MSME certificate for Security Services.			
3	Copy of financial turnover Certificate in the last 03 Financial years amounting to 02 crores or more per year ending 31 March, 2024 certified by Chartered Accountant. Exemption is allowed to Firm/Agency having MSME certificate for Security Services.			
4	Copy of Registration No. of the Firm/Agency.			
5	Copy of audited Balance Sheet, Profit & Loss Account statement and Income Tax Return (ITR) filed by Firm/Agency in the last 03 years ending 31 March, 2024 (Assessment Year A.Y. 2021-22 to 2023-24).			
6	Copy of bank solvency certificate amounting to 02 crores or more of Firm/Agency issued after 31st July 2024.			
7	Copy of PAN Card of Firm/Agency under Income Tax Act.			
8	Copy of GST Registration and GST Number of Firm/Agency.			
9	Copy of EPF Registration and EPF Number of Firm/Agency.		-	1
10	Copy of ESIC Registration and ESIC Number of Firm/Agency.			
11	Contract Labour License of Firm/Agency issued by Government of India under Contract Labour (Regulation and Abolition) Act as updated/revised/amended upto date			
12	Copy of Valid Registration of Firm/Agency under The Private Security Agencies (Regulation) Act as updated/revised/amended upto date having as per Clause 12 of Technical Qualifications.			
13	Copy of Valid Certificate of Directorate General Resettlement, Department of Ex-Servicemen Welfare (Ministry of Defence) issued to the Firm/Agency.			

14	Copy of Valid Character Certificate of Proprietor of the Firm/Agency issued by office of District Magistrate and valid on the last date of closing of bid/tender.		
15	Notarized undertaking as stated in Annexure XI by Firm/Agency as stated in Clause 15 of Technical Qualifications.		
16	Latest Notarized undertaking that Firm/Agency has not been officially debarred or forbidden or blacklisted from participating as a Vendor/Supplier and the Firm/Agency is not present in the Banning of business dealings listing or Black listing or Holiday listing as stated in Clause 16 of Technical Qualifications.		
17	Bid document/Tender document downloaded from portalshould be completed, duly filled and signed on each page and should be submitted/uploaded online.		

Bidder shall fill this form and enclose it with the original copy of tender. This Annexure is not applicable to Firm/Agency having MSME certificate as EMD Exemption is allowed.

# Performa for experience of work continuously in last 05 years i.e. starting from1st of April, 2019 and ending 31st of March, 2024:

S.No.	Name of Organization/ Department	Annual Contract amount (Rs)	Year of work	From (dd/mm/yy)	To (dd/mm/yy)	Enclosed Page number in document submitted by Bidder
1			2019-20			
2			2020-21			
3			2021-22			
4			2022-23			
5			2023-24			

<sup>\*</sup> The year may be modified by the bidder if the experience of work is of duration earlier/later than the year mentioned.

Bidder shall fill this form and enclose it with the original copy of tender.

#### (On the Letter Head of the Bidder) UNDERTAKING

То	
(Designation and Name of the concerned Department)	
Name of the firm/Agency	
Name of the tender_	
Due date:	
Cir	

- 1. I/We hereby agree to abide by all terms and conditions laid down in your tender document for the work of "Providing of Security Manpower Services at CSIO and its premises".
- 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions in spirit & practice.
- 3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 4. I/We shall **provide trained Security personnels/staff**, physically fit and healthy condition and abide by the best practices and all mandatory statutory guidelines.
- 6. I/We do hereby undertake "**Providing of Security Manpower Services at CSIO and its premises**" shall be ensured by our Agency, as well as any other point considered by our Agency. Our Security Services shall be covered under "Fidelity Bond" through Insurance Agency for minimum @10% of estimated cost of Tender. The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft/sabotage/pilferage, if any, shall be recoverable from me/us through fidelity bond.
- 7. I have duly filled the Annexure-II, III, IV, V, VI, VII & VIII.

(Signature & Seal of the Bidder) Name of the Bidder: Contact detail: