

**CSIR - INSTITUTE OF MICROBIAL TECHNOLOGY
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
SECTOR-39-A, CHANDIGARH**

NAME OF WORK: PROVIDING MANPOWER FOR SECURITY & FIRE PREVENTION SERVICES IN CSIR-IMTECH, SECTOR-39-A, CHANDIGARH

CONTENTS

Sr.No.	Description	Page No.
1	NIT	01
2.	Instruction to bidders	2-3
3.	Annexure -I (Technical Bid)	4-5
4.	Annexure-II (scope of work)	6-15
5.	Annexure-III (Affidavit)	16
6	Annexure-V(Agreement)	17-23
7	Annexure-IV (Financial Bid)	24-25

Note: Tenderer should confirm that they have received all the above papers from Sr.No.01 to Sr.No.07 and seen and understood all items. All the documents are to be returned duly signed by the tenderer.

TENDER ISSUE TO:

M/s _____

Telephone No. (If any) _____

Signatures of the Officer Issuing Tender

Pay Order/Demand Draft No. _____ dated _____ from the Bank

_____ drawn in favour of

Director, CSIR-IMTECH, Chandigarh for

Rs. _____

(Rupees _____) is enclosed herewith.

I/We have read and understood all the terms and conditions and all other relevant documents and seen the drawings if any and visited the site before quoting the rates.

Signature of the Contractor
with seal

Address _____

Telephone/Mobile No. _____

CSIR - INSTITUTE OF MICROBIAL TECHNOLOGY

(Council of Scientific and Industrial Research)

SECTOR-39-A, CHANDIGARH

(web:<http://www.imtech.res.in>)

Advt No. CSIR-IMTECH/SECURITY/2015

NOTICE INVITING TENDER

CONTRACT FOR SECURITY & FIRE PREVENTION SERVICES

Sealed Tenders are invited under Two Bid systems (Part 1: Technical Bid and Part II: Price Bid) for one year from firms with annual turnover of Rs.75 lakhs per annum and more and having its registered office at Chandigarh, Mohali & Panchkula, for providing Security & Fire Prevention service at CSIR-IMTECH, holding followings:

- i) Registered with Director General Resettlement.
- ii) Valid licence under Contract Labour (Regulation Abolition) Act 1970,
- ii) Valid licence under Private Security Agencies Act, 2005 and Chandigarh Administration's Private Security Agencies Rules, 2006 & also having local office at Chandigarh.
- iv) Registered with EPFO, ESIC, having Service tax registration, having labour licence, latest I.T.Certificate, Solvency Certificate of an amount not less than Rs.10 lakhs.
- v) Having registration with Police authorities.

The firms should have successfully carried out at least three security contracts each amounting to Rs.75 lakhs or above per annum under a single contract during last 03 years in National Labs / Institutes of CSIR/Govt./Semi Govt./Autonomous Bodies/ Public Sector of repute. Detailed tender documents can be obtained against a written request quoting Advt No. accompanied by a crossed demand draft or in cash for Rs.500.00 (Rupees five hundred only) (non-refundable) from any scheduled bank drawn in favour of Director, CSIR-IMTECH payable at Chandigarh.

- i) Sale of tender document : 24.08.2015 to 04.09.2015
- ii) Cost of tender document : Rs.500/- (non-refundable)
- iii) Last date and time for submission of tender : 08.09.2015 (upto 1500 Hrs)
- iv) Date and time of tender opening (only technical bid) : 08.09.2015 at 1530 Hrs
- v) Opening of Price bid: Date and time will be intimated at a later stage
- vi) Earnest money Deposit (EMD) to be submitted alongwith technical bid: Rs.1,45,200/-
(Rupees One lac forty five thousand two hundred only)
- vii) Offer by Fax / E-mail will be summarily ignored.

This advertisement and detailed tender document are also available on CSIR-IMTECH website "www.imtech.res.in". If the tender document is downloaded from the website, please enclose the cost of the tender document in the form of Demand draft. Incomplete tender or tenders received without EMD shall be summarily rejected.

The Director, CSIR-IMTECH reserves the right to accept/reject any or all the tenders without assigning any reason.

Controller of Administration

CSIR - INSTITUTE OF MICROBIAL TECHNOLOGY

INSTRUCTIONS/GUIDELINES FOR TENDERERS

1. The tenderer should be empanelled with Office of Director General Resettlement and having valid licence under Private Security Agencies Act, 2005 and Chandigarh Administration's Private Security Agencies Rules, 2006 and also having local office at Chandigarh. The tenderer should also have valid licence under Contract labour (Regulation & Abolition) Act, 1970 and registered with EPF, ESIC and having service tax registration. The agency has to submit proof along with tender, failing which tender will be rejected.
2. A copy of the Scope of work/contract and terms and conditions is enclosed in Annexure-II.
3. An affidavit as per Annexure-III should accompany the tender.
4. This tender form along with Annexure-I (containing relevant proofs), II & III should be submitted in original with the Technical Bid. The rates should be filled in the Price Bid format (Annexure-IV) and to submit in another sealed cover. Infringement of this condition shall render the tender liable to rejection.
5. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
6. Unsealed, conditional/ telegraphic/ fax tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
7. Tenders must be accompanied with Earnest Money Deposit (EMD) of a sum of Rs. 1,45,200/- (Rupees One lac forty five thousand two hundred only) in the form of Demand Draft/ Pay Order from a nationalized bank and drawn in favour of Director, CSIR-IMTECH and payable at Chandigarh.
8. No firm/ organization is exempted from furnishing the EMD under any circumstances.
9. EMD deposited with CSIR-IMTECH in connection with any other tender will not be considered/ adjusted against this tender.
10. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten.

11. The last date and time of receipt of tenders is upto 1500 hrs. on 08.09.2015. Tenders received after the due date and time shall not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects and the same should be dropped in the tender box at Office of Controller of Administration, CSIR-IMTECH or sent by Registered/ Speed post of India Post only. Tender sent through private couriers will not be accepted. Envelops should be superscribed as
“Tender for Round-the-Clock Security and Fire Prevention Service at CSIR-IMTECH” and addressed to the Director, CSIR-IMTECH, Sector-39-A, Chandigarh.
12. The Technical Bid shall be opened at 1530 hrs. on 08.09.2015 in the presence of indenting tenderer(s) or their authorized representatives who may wish to be present at that time.
13. In case the date of receipt or opening of tenders is declared a Govt. holiday then the date of receipt/ opening of the tender will be the next working day at the same time.
14. **“Any bid where in Administravie/Service Charges quoted are such that after deduction of statutory payment viz. the Bid becomes zero/negative, such a Bid shall be summarily rejected without any communication”.**
15. The Income Tax would be deducted @ 2% as per Income Tax Rules, applicable from time to time or as applicable under the Income Tax Law & Rules.
16. The tenderer may inspect the areas where the services are to be provided for assessing the work involved during office working hours with prior appointment
17. Director, CSIR-IMTECH reserves its right to accept or reject any or all tenders without assigning any reason and also to impose/ relax any term and conditions of the tender.

TECHNICAL BID
“Round-the-Clock Security Services”

1.	Name of the Organization/ Firm, location of office with complete address with Telephone/ Fax nos. and e-mail address. (attach proof)	
2.	Name of Organization (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 Organization where the minimum number of persons deployed was more than 50 in the last five 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.	Financial resources, assets in terms of firm's property (fixed and moveable) held.	
5.	A copy of latest audited Balance Sheet attached.	

6.	Solvency certificate of an amount not less than Rs. 10 lakhs issued by a nationalized bank within the last six months is attached.	
7.	TAN of the firm	
8.	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.	
9.	Does the firm have EPF, ESI Code nos. issued by the concerned authorities? Enclose the copy of same	
10.	Has the firm attached Annexure-II containing scope of work, terms, etc. duly signed on all pages?	
11.	Has the firm attached an Affidavit in the prescribed format as at Annexure-III?	
12.	Has the firm submitted EMD of Rs. 1,45,200/- valid for 180 days? If so, details of Demand Draft/ Pay Order from Nationalized Bank?	
13.	Service Tax Registration. Copy of the same may be attached.	
14.	Does the firm has registration with Police authorities. If so, registration particulars?	
15.	Registration number with Director General(Resettlement) Ministry of Defence. Attach registration copy as proof	
16.	Licence number under Private Security Agencies Act, 2005 (Attach Licence copy as proof)	
17.	Any other information.	

Place:

Signature of Tenderer

Date:

Address.

ANNEXURE -II

PROVIDING ROUND THE CLOCK SECURITY SERVICES AT CSIR-INSTITUTE OF MICROBIAL TECHNOLOGY, SECTOR-39A, CHANDIGARH

I. SCOPE OF WORK/CONTRACT

CSIR-Institute of Microbial Technology (CSIR-IMTECH), Sector-39-A, Chandigarh 160036, is an R&D Institute under Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act XXI of 1860. The present tender is being invited for security & fire prevention services under which contractor/security agency will provide ex-servicemen/trained and experienced security guards and security supervisors(from ex-servicemen category) in such a number as required by CSIR-IMTECH from time to time for protection of:-

- i) CSIR-IMTECH/CSIR land, buildings, fittings and fixtures therein; plant & machineries, equipments installed (including out door), office records, moveable and immoveable items in the CSIR-IMTECH.
- 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-IMTECH that the entry is for the official purpose. A visitor's pass is required to be made through Electronic Photo Pass System 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 after verifying certificates from their office that they are required to perform duties in the premises of the CSIR-IMTECH.
 - To permit entry of the official vehicles of the CSIR-IMTECH and Private vehicles of the officers and staff of the CSIR-IMTECH after ensuring that only the authorized persons are inside the vehicle.
 - To permit entry of private vehicles bringing materials, stores for CSIR-IMTECH only after confirming from the designated officers of CSIR-IMTECH 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-IMTECH.
- 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 during and after office hours in working days and in holidays.
 - Entry would also be made in a register about the details of the official vehicles and their timings of entry/ exit during working hours, 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 Six (06) Supervisors and Thirty one (31) security guards. They shall be deployed on eight hours shift on round the clock basis (*as per below 6 of V (General Terms & conditions)-deployment of staff*).
- vii) No part of the CSIR-IMTECH/CSIR land measuring about 46 acres approximately is trespassed encroached or squatted upon or suffer from any unauthorized occupation or use.

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:

• **CSIR - INSTITUTE OF MICROBIAL TECHNOLOGY** shall mean CSIR-IMTECH having its offices and establishments in the 46 acres approximately land at Sector-39-A, 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-IMTECH 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-IMTECH. 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 ONE YEAR year. The contract may be renewed on year-to-year for maximum of three years 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-IMTECH/CSIR on stamp papers of appropriate value to be registered with the Sub-Registrar, Chandigarh at his own cost.

2. Earnest Money Deposit/ Security Deposit:

A sum of Rs. 1,45,200/- (Rupees one lac forty five thousand two hundred only) should be submitted as earnest money deposit (EMD) along with the Technical Bid in the form of Demand Draft / Pay Order valid for 180 days from a nationalized/scheduled bank drawn in favour of Director, CSIR-IMTECH payable at **Chandigarh**. 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-IMTECH, Chandigarh before signing the agreement.

3. Bank Guarantee:

In addition to the Security deposit of **Rs.7,26,000/-** (Rupees seven lac twenty six thousand only), the contractor shall furnish Bank Guarantee of value equivalent to issued from any scheduled bank in favour of the Director, CSIR-IMTECH, 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:

CSIR-IMTECH 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.

5. Commencement of work:

The Contractor is required to commence the work on 0600 hrs of 1st October, 2015 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-IMTECH 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 at least 31 Security Guards and 06 Security Supervisors (**All ex-servicemen category) or trained Security Personnel (as per Pvt. Security Agencies Act,2005)** properly discharged from the services). These persons shall be deployed in three shifts as per details given below:

Deployment of Security Staff:

Security point	1st shift (06.00 a.m to 02.00 p.m.)		2nd shift (02.00 p.m to 10.00 p.m.)		3rd shift (10.00 p.m to 06.00 a.m.)	
	Security Guard	Security Supervisor	Security Guard	Security Supervisor	Security Guard	Security Supervisor
Main entrance (including patrolling)	02 + £01	01	02	01	02	01
Reception	01	01	01	01	01	01
Guest House	01	-	01	-	01	-
BERPDC	01	-	01	-	01	-
Centre Gate	01	-	01	-	01	-
Colony Gate	01	-	01	-	01	-
APC	01	-	01	-	01	-
New Hostel	01	-	01	-	01	-
BERPDC (new Gate)	*01	-	-	-	-	-
Administration Gate	@01	-	-	-	-	-
Sports Centre	**01	-	-	-	-	-
Total	13	02	09	02	09	02

Security Supervisor 06

Security Guard 31

£10.00 a.m. to 06.00 p.m.

* 09.00 a.m. to 05.00 p.m.

@ 09.00 a.m. to 05.00 p.m.

**Security Guard in morning and evening Sports hours as prescribed by the Institute.

Note: Out of 06 security supervisors at least 03 security supervisors must be qualified in security and fire fighting and possess a certificate/diploma of such qualification from the recognized institute. And out of 31 security guards at least 04 (FOUR) security guards must be qualified in security as well as fire fighting duties and possess a certificate/diploma of fire fighting qualification from the recognized institute.

The number of security guards may increase/ decrease depending upon the requirement as envisaged by the CSIR-IMTECH. The list of all security personnel deployed in the CSIR-IMTECH 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-IMTECH for the approval of the Officer-in-charge of the said services. He will visit the CSIR-IMTECH 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-IMTECH or any other officer authorized to do so by the CSIR-IMTECH 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 CSIR-IMTECH 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 CSIR-IMTECH 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 it 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.

10. Uniform:

The wearing of uniforms by the manpower/persons deployed for duty by the contractor in the CSIR-IMTECH 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 CSIR-IMTECH 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 over all 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-IMTECH.

12. Surprise Check:

The Director, CSIR-IMTECH 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 numbers 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-IMTECH, the contractor shall immediately replace the person so deployed.

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/CSIR-IMTECH, either implicitly or explicitly.

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:

In order to ensure timely payment of wages to the staff, the monthly wage bills shall be raised by the contractor on the required format in vogue on the basis of original attendance-cum-work performance report got signed by the Officer-in-charge, Security Contractor or any other officer so authorized by the competent authority for the purpose by the 1st of each month positively, which shall be processed by the CSIR-IMTECH for release of payment preferably before 10th day of the month.

16. Payment of wages:

The contractor shall pay his workers the minimum wages fixed by the Central Govt./State Govt./UT Govt. whichever is higher, which will include Basic Pay, Special Allowance, EPF, Bonus, M.L. Welfare charges, paid holidays, etc. for workers from time to time. 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 thereunder. The contractor will ensure that payment of wages to the contractual employees is made by the 7th of every month and wage slips are issued to every employee. The contractor shall disburse the wages of the employees deployed at the CSIR-IMTECH in the presence of Wage Disbursement Committee or transferring the wages in the Bank account of the workers. The Contractor shall open his bank account in a bank/branch to be indicated for the purpose of receiving payment from CSIR-IMTECH and may also open bank account of all security personnel deployed by him at CSIR-IMTECH as all the payment shall be made by e-payment mode namely **Electronic Clearance System (ECS)/National electronic fund transfer (NEFT)/Real Time Gross Settlement (RTGS)/net banking** by direct credit to the account of beneficiary. For this he shall furnish all relevant details of bank accounts so opened and submit bank statement of its employee as proof of payment to its employee/workers.

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, EPF 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. F&A.O of the CSIR-IMTECH 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 workers shall rest with the contractor. Further, he will arrange the disbursement of wages to the staff so deployed by him in the CSIR-IMTECH for duty through crossed cheque in cases of utmost urgency, if any with the prior approval of the CSIR-IMTECH and in the presence of the authorized Officer of the CSIR-IMTECH. 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 the CSIR-IMTECH. 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. Service Tax/ Any other Tax:

CSIR-IMTECH shall reimburse the amount of the Service Tax, if any, paid by the Contractor to the concerned authorities on the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor. In case any other statutory taxes levied subsequently by the Govt. shall be reimbursed on the production of receipts.

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 fulfill his commitments towards his employees so deployed by him under the various Labour Laws. The contractor shall comply with the Contractor's Labour Regulations made by the CSIR-IMTECH 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 CSIR-IMTECH authorities. 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-IMTECH.

21. Liability of the contractor to indemnify:

The contractor shall keep the CSIR-IMTECH indemnified against any loss caused to the CSIR-IMTECH'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-IMTECH. 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-IMTECH 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-IMTECH 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-IMTECH 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 CSIR-IMTECH 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 CSIR-IMTECH shall be final and binding on the contractor. The CSIR-IMTECH 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-IMTECH.

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 CSIR/CSIR-IMTECH may think proper in public interest:

- Legal heirs in case of sole proprietor.
- The surviving partners in the case of a firm, otherwise, DG, CSIR 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.

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 DG,CSIR whose decision thereon shall be final and binding on the parties thereto.

The expression DG,CSIR shall include acting/ officiating DG, CSIR.

28. Important dates

Closing time and date of receipt of tenders at **1500 hrs. on 08.09.2015**

Opening of Technical Bids at **1530 hrs. on 08.09.2015**

Opening of Financial/Price Bids of technically qualified tenders will be intimated at later stage.

29. Rates

Rate should be quoted in the prescribed price bid format given at ANNEXURE-IV taking into account the latest Notification No.DC/DN/F-20/14/23167 dated 09.09.2014 for Skilled-I (Security Guard) and Highly Skilled (Security Supervisor) issued by the Assistant Labour Commissioner, UT., Chandigarh.

However, revision of rates can be considered as and when State/Central Governments revise the wages.

30. Submission of tenders

Sealed 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. 1,45,200/- (Rupees one lac forty five thousand two hundred only) and **Part-II** containing price bid in the enclosed prescribed format (ANNEXURE-IV) in sealed envelopes. These two envelopes may be put in a single envelope and superscribed as **"Tender for Round-the-Clock Security and Fire Prevention Services at CSIR-IMTECH" and addressed to Director, CSIR-IMTECH, Sector-39-A, Chandigarh.**

Please ensure that the tenders should be deposited in the tender box kept in the Office of Controller of Administration, CSIR-IMTECH or may be sent through Registered/ Speed post of India Post only. Tenders sent through private couriers will not be accepted. The CSIR-IMTECH is not responsible for any postal delay in submission of tender.

31. Director, CSIR-IMTECH 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.

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)

AGREEMENT FOR SECURITY

This AGREEMENT made on this ----- between the CSIR/IMTECH, Sector-39A, Chandigarh/COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act 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

XXXX (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-Institute of Microbial Technology is desirous of giving a job contract for providing the security arrangement at **Sector-39-A, Chandigarh** which is a constituent unit of CSIR (hereinafter referred to as CSIR-IMTECH), 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-IMTECH. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-IMTECH 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-IMTECH 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-IMTECH 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-IMTECH or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director CSIR-IMTECH 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-IMTECH or the officer designated by the Director in this respect from time to time.

3. That the Director of the CSIR-IMTECH 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.

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 riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-IMTECH in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-IMTECH in case of any of the aforesaid acts on the part of the said person.

B. 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 CSIR-IMTECH.

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 (as per Pvt. Security Agency Act,2005)** 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-IMTECH. 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-IMTECH 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-IMTECH 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-IMTECH 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-IMTECH

8. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IMTECH and shall on demand furnish copies of wages register/ muster roll, etc. to the CSIR-IMTECH 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-IMTECH 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-IMTECH 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-IMTECH.

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 to the Director of the CSIR-IMTECH a sum of Rs. _____ as penalty may be claimed by CSIR-IMTECH.

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-IMTECH and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in CSIR-IMTECH 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.

15. That the Contractor shall keep the CSIR-IMTECH 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-IMTECH is made party and is supposed to contest the case, the CSIR-IMTECH 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-IMTECH on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR-IMTECH in this respect of any other nature whatsoever and shall keep CSIR-IMTECH indemnified in this respect.

16. The Contractor shall further keep the CSIR-IMTECH indemnified against any loss to the CSIR-IMTECH property and assets. The CSIR-IMTECH 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-IMTECH to be taken out of the premises without a Gate Pass signed by the designated officials of the CSIR-IMTECH. 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-IMTECH shall make suitable arrangement to ensure compliance.

18. That the Contractor shall report promptly to the CSIR-IMTECH 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-IMTECH and if there is any loss of the CSIR-IMTECH 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-IMTECH.

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., or his duly approved prescribed uniform under Pvt. Security Agencies Act, 2005. 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-IMTECH shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the CSIR-IMTECH.

C. CSIR's/CSIR-IMTECH'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 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 officer designated by CSIR-IMTECH in this regard.

2. That the aforesaid lump sum amount has been agreed to be paid by CSIR-IMTECH to the contractor.

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-IMTECH to the contractor.

4. That the CSIR-IMTECH 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. 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. 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-IMTECH. 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. 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 the expiry of the contract period as stated above
- b) By giving three month's notice by CSIR-IMTECH 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-IMTECH.
- e) On contractor being declared insolvent by competent Court of Law.
- f) The contractor is not interested to complete/continue the contract.

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. 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.

3. The Arbitrator may give interim award(s) and/ or directions, as may be required.

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.

For and on behalf of CSIR/INSTITUTE OF
MICROBIAL TECHNOLOGY SECTOR-39-A,
CHANDIGARH

For and on behalf of
The Contractor

WITNESS

1.

2.

ANNEXURE-IV

PRICE BID

**Round-the-Clock Security and Fire Prevention Services at
CSIR-IMTECH**

Tender No. _____

dated _____

S.No.	Particulars of Payments	Security Guards	Security Supervisors	Remarks, if any
1.	Minimum wages per head as per Act.			
2.	EPF Contribution @ 13.61% (including Admn.Charges)			
3.	ESI Contribution @ 4.75%			
4.	Bonus @ 8.33%			
5.	Relieving charges @ 1/6 of minimum wages.			
6.	Service charges @ _____% of minimum wages.			
7.	Sub-total of S.No. 1 to 6			
8.	Service Tax @ 14% on Sub total at S.No.6.			
9.	Total amount per head per month			
10.	Grand total per month for 31 Guards and 06 Supervisors			

(Grand total in words Rupees _____ only per month for 31 Security Guards and 06 Security Supervisors.).

(In continuation of Price Bid)

Note:

1. For Service Tax, please refer to clause 18 of General Terms & Conditions at page 13 of the Tender Document.
2. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, 1970, all kinds of taxes, service charges, etc. of the agency. If the minimum wages is revised by the Govt., the incremental wages, if applicable, will be provided.
3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour Laws will be treated as invalid.
4. **The contract is initially for one year.**
5. The number of manpower required shown above is indicative and the actual numbers may vary.
6. The bidders may quote the rates in Indian Rupees and provide details of various elements included in their quote on a separate sheet duly signed and dated and may be shown as annexure.
7. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alternations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

Note: Rates as per Notification No.DC/DN/F-20/14/23167 dated 09.09.2014 for Skilled-I(Security Guard) and Highly Skilled (Security Supervisor)

Certified that I/ We have read the instructions given in the tender documents. I/ We undertake to supply the required categories and number of manpower on the rates mentioned above and shall be solely responsible to discharge the liabilities/ administrative charges, if any. I/ We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place:

Signature of tenderer

Date:.....

Address:.....

.....

.....

Tel.No./Fax No./Mobile:.....

E-mail address:.....

Official Seal