



सीएसआईआर-मानव संसाधन विकास केंद्र

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

कमला नेहरू नगर, गाज़ियाबाद - 201002 (उत्तर प्रदेश)

ई-निविदा हेतु नोटिस

सं. CSIR-मा.सं.वि.के./सुरक्षा/सा०.2018-19

दिनांक 11.01.2019

प्रमुख, सीएसआईआर- मा०सं०वि०के०, गाज़ियाबादकी ओर से पंजीकृत सुरक्षा एजेंसियां जो मानव संसाधन विकास केंद्र, गाज़ियाबाद में स्थित परिसर में सुरक्षा सेवाओं हेतु दो वर्षों के लिए शारीरिक तौर से सक्षम भूतपूर्व सैनिक/भूतपूर्व केंद्रीय अर्ध सैनिक बल स्टॉफ उपलब्ध कराने में सक्षम हो, से दो बिड सिस्टम (तकनीकी एवं वित्तीय दर) ई-निविदा आमंत्रित की जाती है। निविदा की सम्पूर्ण जानकारी CPP Portal की वैबसाइट <https://etenders.gov.in/eprocure/app> और सीएसआईआर- मा०सं०वि०के० की वैबसाइट www.csirhrdc.res.in पर उपलब्ध है।

1.	अनुमानित लागत	रु 14000000/-प्रति वर्ष
2.	प्रकाशन तिथि	11.01.2019
3.	टेंडर का मूल्य	शून्य
4.	ई टेंडर डाउन लोड करने की प्रारंभिक तिथि	11.01.2019 प्रातः 10:00 बजे से
5.	ई टेंडर डाउन लोड करने की अंतिम तिथि	28.01.2019 at 15.00 hrs
6.	तकनीकी टेंडर खोलने की तिथि	29.01.2019 at 16.00 hrs
7.	बयाना राशि/ ई एम डी	रु 2,80,000/-

सूचना- सभी स्वप्रमाणित दस्तावेज निविदा शर्तों के अनुसार ऑनलाइन CPP पोर्टल पर जमा करने हैं। केवल ऑनलाइन बिड ही मान्य होगी। यदि किसी उपरोक्त तिथि को अवकाश घोषित होता है तो अगले कार्य दिवस पर वह कार्यवाही होगी।

प्रशासन नियंत्रक



CSIR-Human Resource Development Centre

(Council of Scientific and Industrial Research)

Kamla Nehru Nagar, Ghaziabad – 201002 (Uttar Pradesh)

No. CSIR-HRDC/Security/Gen.2018-19

Date: 11.01.2019

NOTICE INVITING E-TENDER

Name of Work : Providing of Security Services at CSIR-HRDC, Ghaziabad.

Please Read all tender documents before filing online tender.

e-Tenders are invited online under Two-Bid system by Head, CSIR-HRDC from the registered security agencies, having capacity to provide ex-servicemen (from Army, Air force, Navy and central paramilitary forces) physically fit personnel to perform the security duties of the premises of CSIR-HRDC, Ghaziabad on contract basis for two years. For complete tender details please visit

CPP Portal <https://etenders.gov.in/eprocure/app> or CSIR-HRDC website; www.csirhrdc.res.in.

1.	Estimated cost of the work	Rs. 14000000/- Per Annum
2.	NIT publishing date in news paper	11.01.2019
3.	Cost of the Tender Document	Nil
4.	Document downloading start date on https://etenders.gov.in/eprocure/app	11.01.2019 at 10:00 A.M
5.	Document downloading/Tender submission end date	28.01.2019 at 3:00 P.M.
6.	Bid (Technical Bid) opening date	29.01.2019 at 4.00 P.M.
7.	EMD	Rs 2,80,000/-

Note - All self attested credentials as per tender conditions have to be submitted online through CPP portal only. **Only online bids will be accepted.** If any Holiday is declared on any above date, the action will be taken on next working day.

Head/Controller of Administration

CSIR-HUMAN RESOURCE DEVELOPMENT CENTRE

(Council of Scientific and Industrial Research)

Kamla Nehru Nagar, Ghaziabad – 201002 (Uttar Pradesh)

No. CSIR-HRDC/Security/Gen.2018-19

Date: 11.01.2019

Head, CSIR-Human Resource Development Centre, Ghaziabad invites online tenders under Two-Bid system from the registered security agencies having capacity to provide ex-servicemen (from Army, Air force, Navy and central paramilitary forces) physically fit personnel to perform the security duties of the premises of CSIR-Human Resource Development Centre, located at Central Govt. Enclave Sec. 19, Kamla Nehru Nagar, Ghaziabad – 201002 (Uttar Pradesh) on contract basis. At least 90% ex-service men have to be deployed.

NOTE: Security Agencies/ bidders have to quote their Service Charges in Percentage only on minimum wages. All other statutory liabilities like GST, EPF, ESIC, etc. applicable which may vary from time to time as per govt. orders, will be reimbursed to the contractor by CSIR-HRDC on production of documentary proof.

Security Agencies should have registered under Private Security Agencies (Regulation) Act 2005/empanelment with Director General of Resettlement/registered with Centre or State Govt., and also have registered under Contract Labour (Regulation & Abolition) Act 1970, ESIC, EPF, PAN No. and GST and successfully carried out **at least three similar security contracts each amounting to Rs. 3 Crores per annum or above during previous three consecutive financial years (i.e. 2015-16, 2016-17, 2017-18)** in National Laboratories/Govt./Semi Govt./Autonomous Bodies/Public Sector Undertaking). **The tenders submitted without EMD and found non-eligible for EMD exemption shall be outrightly rejected.**

Security Agencies fulfilling the conditions may submit **online** tender to Head, CSIR-HRDC, Ghaziabad attaching therewith copies of registration under Private Security Agencies (Regulation) Act 2005 / empanelment with Director General of Resettlement/ registered with Centre or State Govt., PAN issued by Income Tax Department, Contract Labour Licence (Central), registration under ESIC, EPF and GST Act, satisfactory performance certificates issued by the organizations for providing security services in the **last five years** along with DD/Pay Order towards **EMD Rs 2,80,000.00** etc. in favour of Head, CSIR-Human Resource Development Centre, Ghaziabad. Tender Document can be downloaded from CPP Portal <https://eprocure.gov.in/eprocure/app> or CSIR-Human Resource Development Centre, Ghaziabad website: <http://www.csirhrdc.res.in> as per procedure mentioned above, failing which the tender shall be rejected. Tenders received up to the time and date mentioned above will be opened by a duly constituted Tender Opening Committee. Tenders received after due date & time and those without valid EMD shall not be considered.

Head, CSIR-HRDC reserves the right to accept or reject any or all the tenders received or accept any tenders wholly or partially, without assigning any reason thereof. Head, CSIR-HRDC also reserves the right to cancel the tender at any stage without assigning any reason. Before closing date of the bid submission, Head, CSIR-HRDC also reserves the right to modify the tender, keeping the bidders informed which will be binding on the bidders. In case of holiday on any particular day, the tender will be opened on next working day at same time.

Head/Controller of Administration

GENERAL INSTRUCTIONS TO THE BIDDERS:

1. The Security Agencies for providing Security Services at the premises of CSIR-Human Resource Development Centre, Ghaziabad under which the bidder shall engage ex-servicemen (from Army, Air force, Navy and central paramilitary forces) personnel and shall use its best endeavor's to provide security to the buildings, Main Entry Gates office and Residential campus, Guest House, Electric Sub-station, Director's Bungalow, Stores, Materials and the staff working in the premises of CSIR-Human Resource Development Centre, Ghaziabad including monitoring.
2. Wages rate for Security Supervisor, Gunman & Security Guard will be payable as per Minimum Wages declared by Government of India or Government of Uttar Pradesh, whichever is higher, from time to time. In case of deployment of non-ex-serviceman the Security Guard will be considered under the Semi-skilled and Security Supervisor & Gun man under the skilled category. The Bidder must quote only his Service Charge online in percentage (%). All statutory liabilities/taxes & EPF, ESIC and GST etc. will be reimbursed by CSIR-HRDC on production of proof. At least 90% ex-service men have to be deployed. In case of 10% non-ex-service man (if deployed) only security guards can be accepted not the Supervisors and Gunmen. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount has to be submitted.

3.ELIGIBILITY OF THE BIDDERS

- 3.1 The security agency should be in the contract security business for at least last 5 (five) Calendar years consecutively i.e. 2014, 2015, 2016, 2017 & 2018.
- 3.2 The security agency should have registration under Company's Act..
- 3.3 The security agency should submit up-to-date Income Tax Clearance Certificate.
- 3.4 The Agency should have minimum 100 guards on its payrolls.
- 3.5 The Agency should have carried out **at least three similar security contracts each amounting to Rs. 3 Crores per annum or above during previous three consecutive financial years (i.e. 2015-16, 2016-17, 2017-18)** in National Laboratories/Govt./Semi Govt./Autonomous Bodies/Public Sector Undertaking.
- 3.6 The Agency has to produce Satisfactory Performance certificate from organizations where the contractor has provided Security service during the last three consecutive years of **Rs. 3 Crores each or above.**
- 3.7 The EMD exemption as permissible to the eligible firms registered under NSCI / MSME etc. will be applicable for this tender as per the provisions of CSIR. The tenders submitted without EMD and found non eligible for EMD exemption shall not be evaluated or considered.
- 3.8 Security Agency should be registered under Private Security Agency Regulation Act, 2005 / empanelment with Director General of Resettlement / registered with Centre or State Govt.

4.QUALIFICATION OF THE BIDDERS

- 4.1 The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 4.2 Memorandum of understanding / Agreement have to be provided in case of the Partnership firm.
- 4.3 The bidder shall submit full details of his ownership and control and shall submit the certificate of incorporation along with its Memorandum of Articles of Association, if it is a Company etc.

- 4.4 Each Bidder (each member in the case of partnership firm) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price bid will not include any such amount. If the CSIR subsequently finds to the contrary, the Head, CSIR-HRDC reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract if already awarded to the Bidder to be null and void.
- 4.5 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- 4.6 ONE BID FOR BIDDER
- 4.7 Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the member of consortium participate in more than one bid, the bids are liable to be rejected.

5. VISIT TO CSIR-HRDC, Ghaziabad

- 5.1 The bidder is required to provide security services at the premises CSIR-Human Resource Development Centre, Ghaziabad and is advised to visit and acquaint himself/themselves with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the CSIR-HRDC, Ghaziabad and is aware of the operational conditions prior to the submission of the bid. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

6. CLARIFICATION FOR TENDER DOCUMENT

- 6.1 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the COA / Head, CSIR-HRDC before submitting his bid and such clarification, along with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the CSIR-HRDC shall be carried out in writing.
- 6.2 Except for any such written clarification issued by the Controller of Administration, CSIR- HRDC which is expressly stated to be an addendum to the tender document issued by the CSIR-HRDC, no written or oral communication, presentation or explanation by any other employee of the CSIR-HRDC shall be taken to bind or fetter the CSIR-HRDC under the contract.

7. PREPARATION OF BIDS

- 7.1 The Bidder has to quote service charge (Contractor's profit) on minimum wages (Excluding Taxes, EPF, ESIC & GST etc) online only as mentioned in price bid.
- 7.2 Conditional bids/offers shall be summarily rejected.

8 BID SECURITY:

- 8.1 **The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs 2,80,000/- (two lakhs eighty thousand Only) through DD/Pay order in favour of HRDC payable at Ghaziabad. The Bid Security (DD/Pay order) should remain valid for a period of ninety days beyond the final bid validity period.**
- 8.2 Bid securities/ EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 8.3 Bid security (Earnest Money Deposit of Rs.2,80,000/-) of the successful bidder shall be returned after submission of Performance Bank Guarantee of Rs.700000 (seven lakhs Only) issued by a scheduled bank.
- 8.4 Bid Security (EMD) shall be forfeited if the bidder withdraws his bid during the period of validity of the tender or if the successful bidder refuses or neglects to execute the contract or fails to provide the required number of security personnel or fails to furnish the **required Performance Guarantee within 15 days of award of the work.**

09. ACCEPTANCE OF BIDS:

- 9.1. CSIR-HRDC reserves the right to accept any tender and to reject any or all the tenders and not bound to accept the lowest or any tender and may at any time by notice in writing to the bidders terminate the tendering process. The tenders submitted without EMD and found non eligible for EMD exemption shall not be evaluated or considered.
- 9.2. Tender will be rejected if it is found that the contractor is black listed on previous occasions by any of the Govt. Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings etc.

10. AWARD OF CONTRACT:

- 10.1. CSIR-HRDC will award the contract who will quote lowest service charge, bidder whose tender has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document. However, financial bid with "NIL or **ZERO or 0**" service charges over and above the minimum wages will be considered as unresponsive and will become null and void.
- 10.2. The successful bidder will be required to execute an agreement in the form appended hereto within a period of 10 days from the date of issue of Award Letter.
- 10.3. The successful bidder shall be required to furnish a Performance Guarantee **within 15 days** of receipt of Award Letter for the said amount in the form of Bank Guarantee from a scheduled bank in favour of HRDC payable at Ghaziabad. The Performance Guarantee shall remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.

TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES

1. The Contractor will maintain a duty register and shall record daily deployment of security personnel at the designated duty point. This will be countersigned by the Security Officer/authorized official of the CSIR-HRDC, Ghaziabad. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
2. Adequate supervision shall be provided by the contractor 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 security personnel of the Contractor deployed, the supervisory staff will supervise in their areas of responsibility.
3. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR-HRDC.
4. Contractor and its security personnel shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the CSIR-HRDC and shall not knowingly lend to any person or company any of the effects of the CSIR-HRDC under its control.
5. The security staff shall not accept any gratitude or reward in any shape from any person.
6. The contractor shall have at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
7. Under the terms of their engagement agreement with the Contractor, the Security personnel shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
8. The personnel engaged by the contractor shall be in proper dress neat and clean bearing proper name badges failing which invites a penalty of Rs. 500/- in each occasions and habitual offenders should be removed from the security duty of CSIR-HRDC, Ghaziabad. The penalty on this account shall be deducted from the Contractor's bills.
9. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff of CSIR-HRDC Ghaziabad and visitors and should project an image of utmost discipline. The CSIR-HRDC shall have right to have any person removed in case of staff /visitors complaints or as decided by representative of the CSIR-HRDC if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
10. The eight hours 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 shifts are changeable and shall be fixed by the CSIR-HRDC from time to time depending upon the requirements. Prolong duty hours of more than 8 hrs. at a stretch shall not be allowed.
11. **The payment to the contractor would be made (in the standard GST bill format) on monthly basis based on the actual shift manned/operated by the personnel engaged by the contractor and based on the documentary proof jointly signed by Security Officer/representative of the CSIR-HRDC Ghaziabad and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by this Centre.**
12. **Any damage or loss caused by contractor's persons to CSIR-HRDC Ghaziabad in whatever form shall be recovered from the contractor.**
13. The CSIR-HRDC, Ghaziabad will allow familiarization of the security arrangements required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

14. In case (a) any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/gunman/supervisors absent on that particular day shall be levied by the CSIR-HRDC and the same shall be deducted from the contractor's bills.
- (b) In case, if the personnel deployed by the contractor under the contract fails to report for duty in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in agreement shall be levied.
15. 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 contractor's personnel shall attend the court as and when required.
16. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure effective and satisfactory performance of his liabilities and responsibilities under the contract.
17. The contractor shall bear all the expenses incurred on torches and cells, lathis/ballams etc. and other implements such as stationary for writing duty charts and registers at security check points and records keeping as per requirements. The security personnel deployed at entrance gates shall make entries of man, material and vehicle numbers of all the vehicles entering the premises of CSIR-HRDC in a properly maintained register on daily basis. A register shall be maintained by the security personnel for making entries of all the visitors visiting the CSIR-HRDC premises with details like name of the visitor, address, contact No, time in and time out, purpose of visit , person to meet etc.
18. The CSIR-HRDC shall not be responsible for providing residential accommodation to any of the security personnel engaged by the contractor. In case accommodation is required they should give in writing with justification which will be considered appropriately as per rules.
19. The contractor shall disburse the wages to its security personnel deployed in the CSIR-HRDC Ghaziabad every month online / through ECS / through bank account of security personnel.
20. Only on-line bids (Technical and Financial) will be valid.
21. Contractor will be fully responsible for any accident or mishaps involving security personnel engaged by the contractor and the contractor would pay claims made by these victims. The contractor shall indemnify the CSIR-HRDC from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the contractor. The contractor will fully indemnify CSIR-HRDC against all claims in this regard.
22. The contractor and his staff shall follow the rules and regulations of the CSIR-HRDC in force and instructions issued from time to time for eco campus also. The CSIR-HRDC will be free to take action against the contractor for violating the same.
23. The security guards engaged by the contractor should be below the age of 60 years and preferably below the age of 58 years.
24. The contractor shall be fully responsible for providing minimum wages, EPF, ESI etc in accordance with the terms and conditions of the agreement, to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

SCOPE OF WORK FOR PROVIDING SECURITY SERVICES

1. The Security Supervisor of the contractor shall be responsible for making overall security arrangements in the **CSIR-Human Resource Development Centre, campus located at Kamla Nehru Nagar, Ghaziabad.**
2. Security Supervisor will ensure that the instructions issued related to security arrangement by CSIR-HRDC, Ghaziabad are strictly followed and there should be no lapse of any kind.
3. No outsiders are allowed to enter Premises without proper Gate Pass issued by the authorized Officer/Person of the CSIR-HRDC Ghaziabad at the main gate.
4. No items are allowed to be taken out without proper Gate Passes (Returnable/Non-returnable) 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 contractor or his Security Personnel.
5. The officers and staff of the CSIR-HRDC Ghaziabad 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-HRDC, Ghaziabad and the same will be monitored personally by 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 Centre.
8. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.
9. Entry of the street-dogs and stray animals into the premises is to be prevented. They should be at once driven out.
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 Supervisor/Guards are required to display mature behavior, especially towards staff and visitors.
13. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
14. Any other provisions as advised by the Head, CSIR-HRDC may be incorporated in the agreement. The same shall also be binding on the contractor.

ANNEXURE-I

DETAILS OF DUTY POINTS AND DEPLOYMENT OF MANPOWER FOR PROVIDING SECURITY SERVICES

- (A) CSIR-HRDC, Ghaziabad (The requirement of security staff and duty points may vary as per actual requirement from time to time)

Shift No.	Timings	Personnel Deployed	Number	Post No.	Duty Place / Points
I st	6.00 AM to 2.00 PM	Security Supervisor Security Guard	01. No 08 Nos	Post 1 Post 2 Post 3 Post 4 Post 5 Post 6 Post 7 Post 8	Main Gate No. 1 (Residential Campus) Middle Gate No.2 (Residential Campus) Postal staff college side (Residential Campus) Main Gate No.3 (Office Campus) Porch building up to village side wall (Office Campus) Pump House (Office Campus) Behind DG Set NTH side (Office Campus) Shastri Nagar Colony
II nd	2.00 PM to 10.00 PM	Security Supervisor Security Guard	01 No. 08 Nos	Post 1 Post 2 Post 3 Post 4 Post 5 Post 6 Post 7 Post 8	Main Gate No. 1 (Residential Campus) Middle Gate No.2 (Residential Campus) Postal staff college side (Residential Campus) Main Gate No.3 (Office Campus) Porch building upto village side wall (Office Campus) Pump House (Office Campus) Behind DG Set NTH side (Office Campus) Shastri Nagar Colony
III rd	10.00PM to 6.00 AM	Security Supervisor Security Guard Gun Man	01 No. 09 Nos. 01 No	Post 1 Post 2 Post 3 Post 4 Post 5 Post 6 Post 7 Post 8 Post 9 Post 10	Main Gate No. 1 (Residential Campus) Middle Gate No.2 (Residential Campus) Postal staff college side (Residential Campus) Main Gate No.3 (Office Campus) Porch building up to village side wall (Office Campus) Pump House (Office Campus) Behind DG Set NTH side (Office Campus) Shastri Nagar Colony Shastri Nagar Colony Patrol Night Duty

Sl. No.	Personnel Deployed	No. of Personnel
1.	Supervisors	03
2.	Gun Man	01
3.	Security Guards	25
Total		29

- Besides the above check points/ duty shifts, contractor has to ensure the security of the entire Centre's area from all undesired men and animals and deploy the security supervisors and Guards immediately at the point of need or bring situation under control.
- Suitable number of relievers shall be provided in case of the leave/off/rest of the above staff ensuring the weekly off to each staff.

Agreement to be signed on award of work
(CSIR-HRDC/Security/Gen.2018-19)

This AGREEMENT made on this _____ day of Two Thousand Eighteen Between the 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) of the ONE PART and
M/S _____ at _____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing the security services at CSIR-HRDC, Ghaziabad which is a constituent unit of CSIR (hereinafter referred to as the Lab./Instt.) and whereas the contractor has offered to provide the security services at CSIR-HRDC, Ghaziabad on the terms and conditions hereinafter stated. AND WHEREAS Contractor has represented that he is registered as Contractor under the provisions 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. NOW, THEREFORE, BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed as follows:-

I. Contractor's Obligations:

A.1. That the contractor shall provide the following services:-

- a)
 - i) Security at _____ points (shift A) between 06 AM to 02 PM as per Annexure – I.
 - ii) Security at _____ points (shift B) between 02 PM to 10 PM as per Annexure – I.
 - ii) Security at _____ points (shift C) between 10 PM to 06 AM as per Annexure – I.
2. That for providing satisfactory services as per para 1 above under this contract, the Contractor has agreed to deploy a total of 03 Supervisors, 01 Gun Man and 25 Security Guards on different points, the details of which are given in Annexure-I.
3. That for performing security duties, the Contractor shall deploy persons round the clock in 8 hours shifts only. That the Contractor shall ensure that the persons are punctual and remain alert and vigilant in performance of their duty. It is further agreed that the Contractor shall engage physically fit persons for security duties. Persons so engaged may preferably be ex-servicemen.
4. That the Contractor shall communicate the proof of ex-service men, the names, PPO numbers, parentage, residential address, age, etc. of the persons deployed at each point.
5. That for purpose of proper identification of these employees of the Contractor deployed at various points, the Contractor shall issue identity Cards/Identification document of these security personnel and they shall be duty bound to display the identity cards at the time of duty.
6. That the Head CSIR-HRDC or any other person authorized by the Head shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that required number of persons are deployed and that they are doing their duties.
7. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated official. The CSIR-HRDC will intimate to the Contractor the specimen signatures of the officials designated and authorized to sign the Gate Pass. Any change will be intimated in writing. The COA/AO of the Centre shall make suitable arrangements to ensure compliance.

8. That it shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets moveable and immovable of the Centre and if there is any loss to the Centre on account of dishonesty, connivance and/or due to any cause the Contractor shall make good on demand the loss to the CSIR-HRDC the contractor shall report promptly to the Centre any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any, shall be recovered from the Contractor.
9. That the Contractor has to provide a certificate that they have taken over the security arrangement in CSIR-HRDC office campus, Guest house and residential campus. In case of ex-servicemen, the discharge certificate from their unit along with the appointment letter is to be submitted while signing the agreement. In case of civilian guards (if any) the Aadhar card and valid age proof is to be submitted. The contractor shall provide full information in respect of the wages etc. paid to its employees so deployed in conformity with the provisions of Gazette No.4745-66/S-AN/DA-14 August, 1997. 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-HRDC. That on taking over the responsibility of providing security, the Contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with Head CSIR-HRDC Subsequently, the contractor shall review the Security arrangement from time to time and advise the Head CSIR-HRDC in writing about additional measures for further streamlining their security system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Head CSIR-HRDC or the officer designated by the Head in this respect from time to time.
- B.1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the work as per para 01 above shall the employees of the Contractor for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue implicitly or explicitly.
2. That the persons so deployed shall remain under the control and supervision of the Contractor and the Contractor shall be liable for payment of their wages etc. and all other dues which the Contractor is liable to pay under various Labour Regulations and other statutory provisions.
3. That the Contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various Labour laws. The Contractor shall provide full information in respect of the wages etc. paid to its employees so deployed in conformity with the provisions of Contractor Labour (Regulation and Abolition) Act, 1970.
4. That the Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under Law, namely, under the Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, etc. as applicable and amended from time to time.
5. That the Contractor shall conform to the provisions of Central/State Act (s) or the Regulations on the subject as well as terms and conditions of this Agreement.
6. That the Contractor shall make the payment of wages etc. to the persons so deployed online in their bank account and shall on demand furnish copies of wages register/muster roll etc. to the Centre for having paid all the dues to the persons deployed by the Contractor for the work under the Agreement. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of the CSIR in this respect as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The Contractor shall comply with or cause to be complied, with the contractor's Labour Regulations made by CSIR from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book, wage slip publications of scale of wages and terms of employment inspection and submission of periodical returns. After the contract ends, the final clearance and bill payment will be done only when the guards and other staff employed by the contractor at the site receive all their payments i.e. wages, EPF, ESI etc. Only when the payments are done the final clearance and the final bill will be paid. The final payments to the guards will be done by the contractor irrespective of the final bill clearance from CSIR.
7. That the Contractor has represented that he is already registered under the Contract Labour (Regulation & Abolition) Act, 1970, as amended. Any obligations and/or formalities which are required to be fulfilled under the said Act 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 expenses, etc. and the Contractor shall report the compliance thereof to the CSIR. The Contractor shall be solely liable for any violation of provisions of the said Act or any other Act.

8. That the Uniforms supplied by the Contractor at his own cost to the persons deployed for this work, shall include bush-shirt, trousers, anklets, ankle boots, web belt (with baton strap), baton, beret with ceremonial heckle and line yead, whistle, loaded torches, etc. The seasonal equipment such as Jackets, Jerseys, great coats in winters and rain-coats/umbrellas in monsoon shall also be provided by the Contractor at his cost and the CSIR shall have no liability whatsoever on this account. The Uniform shall be approved by the Head, CSIR-HRDC. The security agency has to ensure that the uniforms kits are issued and guards are smartly turned out all times. It is to be ensured that uniform, badges, and other accoutrements provided to the guards are not similar to Army /Navy /Airforce/CPOs/ State Police organisation.
 9. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and for the preservations of peace and protection of persons and property of CSIR.
 10. That in case any of the persons so deployed by the Contractor does not come up to the mark or performs his duties properly or indulges in any unlawful riots or disorderly conduct, the Contractor shall take suitable action against such employee on the report of Centre and CSIR in this respect.
 11. The Contractor shall immediately replace the particular person so deployed on the demand of the Head, CSIR-HRDC, CSIR in case of any of the aforesaid act on the part of the person so deployed or otherwise.
 12. That the Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours/leave for which the work is taken from them, under 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.
 13. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contractor Labour (Regulation & Abolition) Act, 1970, as amended from time to time or furnishing any information, or submitting or filing any settlement under the provision of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability, be penalized leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed for every defaults, breach or furnishing, making, submitting, filing such materially incorrect statement and in the event of the Contractor defaulting continuously in this respect, the performance/security money shall be liable to be forfeited or appropriated.
- C.1 That the Contractor shall keep the CSIR indemnified against all claims whatever in respect of the employees deployed by the Contractor at various points. In case any employee of the Contractor so deployed enters in dispute of any nature whatever, it will be the prior responsibility of the Contractor to contest the same. In case CSIR in made party and is supposed to contest the case, the CSIR 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 shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatever and shall keep CSIR indemnified in this respect.
2. The Contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets i.e. moveable and immovable as mentioned in Para A-8 above
 3. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments made to the Contractor under this Contract for providing security services.
 4. That the Contractor shall furnish an indemnity bond from the General Insurance Corporation at its own cost to indemnify CSIR against any claim arising out of or connected with this agreement.

II. CSIR Obligations:

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a service charge as quoted in the Financial bid/Price Bid on monthly basis. Such payment shall be made on the basis of the bills raised by the Contractor and duly certified by the officer designated by Head, CSIR-HRDC in this regard.
2. Night halt accommodation for Security Supervisors, Gunmen & security Guards who are deployed for or relieved from night duty hours will be provided by CSIR-HRDC on payment basis. The Contractor shall pay a monthly fixed rent of Rs. 2000/- (Rs. Two thousand only) along with electricity bill and license fee of the type of quarter provided for the use in the CSIR-HRDC premises. This will be payable by the Contractor irrespective of occupancy status and is recoverable from the monthly bill.
3. The Gunman should be deployed with Gun & valid license by the Contractor at his own cost. The cost of the Gun Bullets will be reimbursed if used for protection of man & material of the Centre.
4. That the aforesaid amount has been agreed to be paid by CSIR to the Contractor. The Contractor shall not increase any amount on any ground whatsoever during the period of this agreement.

III. Commencement and Termination:

1. That this agreement will come into force with effect from the date of taking over the charge (Date: _____) and shall remain in force for a period of two years. The agreement may be extended up to maximum period of six months on such terms and conditions as mutually agreed upon.
2. That this agreement may be terminated on any of the following contingency:-
 - (a) On the expiry of the contract period as stated above.
 - (b) By giving one month's notice by CSIR on account of
 - (i) Losses suffered by CSIR due to lapse of security
 - (ii) For committing breach by the Contractor of any of the terms & conditions of this agreement;
 - (iii) On assigning the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting whole or part of the contract to any third person.
 - (c) On Contractor being declared insolvent by competent Court of Law.During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.
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 create any disruption/hindrance/problem of any nature to CSIR.

IV. Arbitration:

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically 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 and 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 expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
4. The Arbitrator may from time to time, with the consent of all the parties enlarge the time for making (and publishing) the award.
5. The Arbitrator may give interim award(s) and/or directions, as may be required.
6. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
7. The venue of the arbitration shall be Delhi.

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

For and on behalf of

The Contractor

Council of Scientific and Industrial Research
Anusandhan Bhavan, 2 Rafi Marg, New Delhi-110001

Witness:

1. _____

1. _____

2.. _____

2. _____

8. **The Technical Bid should consist of the following documents (self attested), which are to be submitted on CPP Portal as PDF file attachment online.** Tenders without any below mentioned documents will be rejected without any further action. All documents must be self attested and must have signature of issuing authorities with clear name & designation and address of issuing authority
- (a) Bid Security (EMD) for an amount of **Rs. 2,80,000.00 (Two Lakhs Eighty Thousand Only)** in favour of HRDC payable at Ghaziabad.
 - (b) Details of the authorized person(s) of the firm/agency with name, designation, Office/Residential address, with NCR/UP address and office Telephone numbers, e-mail, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
 - (c) Self attested copy of PAN card of Company/ proprietor;
 - (d) Self attested copy of GST Registration Number;
 - (e) Self attested copy of Employees Provident Fund Registration Number;
 - (f) Self attested copy of ESIC Registration Number;
 - (g) Self attested copy of Contract Labour Licence issued under CL (R&A) Act, 1970 issued by Labour Department, Ministry of Labour, Govt. of India;
 - (h) Proof of audited **Annual financial Statement** including Profit / Loss and Balance Sheet;
 - (i) Documentary proof in support of three similar security contracts each amounting to Rs. 3 Crores per annum or above during previous three consecutive financial years (i.e. 2015-16, 2016-17, 2017-18) for successfully providing security services issued by the concerned organizations;
 - (j) Self attested copy of the proof of being in security business for last 5 calendar years (i.e. 2014, 2015, 2016, 2017 & 2018).
 - (k) Duly filled and signed all Annexure I, II and III.
 - (l) Registration Certificate issued under the Private Security Agencies (Regulation) Act, 2005/ empanelment with Director General of Resettlement (Copy of relevant certificate to be attached).
 - (m) Self attested copy of Latest Challans (ECR) of ESI & EPF of last six month along with the details of employees deployed in statement
 - (n) Information regarding any litigation, current or during the last five calendar years, in which the Bidder is involved, the parties concerned and disputed amount.
 - (o) Self-attested Copy of valid **CHARACTER AND ANTECEDENT CERTIFICATE** of Contractor issued by District Magistrate/ Competent Authority.
 - (p) In case of partnership firm, photocopy of Partnership Deed/Agreement.
 - (q) Photo copy of previous three financial years Income Tax Returns.

9.1.1. The Bid shall remain valid for acceptance for a period of 90 days from the last date of submission of tender.

10.1 OPENING AND EVALUATION OF TENDERS:

10.1.1. The Tender Opening Committee duly constituted by CSIR-HRDC will open the Pre-qualification Technical Bids online.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions of the tender prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional tender will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated by the Committee constituted by CSIR-HRDC.

CHECK LIST OF DOCUMENTS REQUIRED FOR QUALIFICATION FOR PROVIDING SECURITY SERVICES

S.No.	Documents to be attached	Page No.
1.	EMD details	
2.	Name, address of firm/Agency with Telephone / Mobile Numbers and e-mail to inform them regarding opening of price bid etc.	
3.	Self attested copies of registration under Private Security Agencies (Regulation) Act 2005/ empanelment with Director General of Resettlement / registered with Centre or State.	
4.	Authorized person of the firm/agency etc. within NCR/UP with name & designation and office address telephone/Mobile Number. For partnership firm/sole proprietor names, emails id, addresses and telephone numbers of Directors/ Partners may also be given.	
5.	In case of partnership the photocopy of Agreement/Memorandum of Understanding etc.	
6.	Self-attested Copy of valid CHARACTER AND ANTECEDENT CERTIFICATE of Contractor issued by District Magistrate (D.M)/Competent Authority	
7.	Photo copy of previous three financial years Income Tax Returns	
8.	Self attested photocopy of GST Registration Number	
9.	Self attested photocopy of valid EPF Registration Number	
10.	Self attested photocopy of valid ESIC Registration Number	
11.	Self attested copy of Electronic Challan cum Returns (ECR) of ESI & EPF for last six months.	
12.	Self attested photocopy of valid Contract Labour License under Contract Labour (R&A) Act, 1970.	
13.	Self attested copy of the proof of being in security business for last 5 calendar years (i.e. 2014, 2015, 2016, 2017 & 2018).	
14.	Self attested copies of proof of experience as per Annexure-I for providing security services in the previous three consecutive financial years (2015-16, 2016-17, 2017-18) each amounting to Rs. 3 Crores per annum or above with satisfactory performance certificates issued by the organization where the agency has provided/providing security services.	
15.	Self attested documentary proof of audited Annual Financial statement for the last three financial years (incl. Profit / Loss and Balance Sheet)	
16.	Self attested copy of PAN card of Company/Proprietor	
17.	Information regarding any litigation, current or during the last five calendar years, in which the Bidder is involved, the parties concerned and disputed amount	
18.	Duly filled and signed annexure II and III.	

Signature of the Bidder/Authorized Person
(Name and Address of the Bidder)

ANNEXURE-I**WORK EXPERIENCE**

The bidder must attach self attested copies of experience certificates online / off line i.e Work award letter and successful completion certificate in respect of Security Services provided by them in Govt./Semi- Govt. / Autonomous Bodies / PSU / CSIR / Govt. funded organizations, preferably in PDF format and details should also be filled in below format.
(unnecessary/irrelevant certificates should be avoided)

S. No.	Name & Address of the organization where the Security Agency has provided Security Services (Name & Designation of Issuing authority should clearly be mentioned)	Work Award letter number and date.& Value of the work	Duration of the work.	No. of security personnel deployed	Reason if award value & duration not mentioned in Award letter & Experience certificate.	Remarks if any,

(Signature of the Authorized Person)

Name :
Seal

PRICE BID FOR PROVIDING SECURITY SERVICES
(Percentage/BOQ)/ **Price Bid**)

ANNEXURE-II

The Bidder has to submit duly filled Performa online only.

बोलीदाता द्वारा भरा गया यह परफोरमा ऑनलाइन ही सबमिट किया जाना है।

RATE SCHEDULE
(to be submitted in Part-II (Price-Bid))

Sl. No.	Particulars	Percentage (%) in figure and words*	
		In figure	In words
1.	Service Charge		

*In case of discrepancy in the two, price quoted in words will be taken as valid.

*Financial / Price Bids received with zero/Nil service charges will be treated as unresponsive bids and shall be rejected.

The wages shall be paid as per the Minimum Wages declared by Chief Labour Commissioner (Central) from time to time. All the statutory charges like EPF, ESIC, GST, etc. will be paid compulsorily as per the respective rates prescribed by the Competent Authority from time to time. The bidders have to give only Service Charge rate and the Financial Assessment shall be made on the basis of rate of Service Charge only.

Service charges quoted will be applicable on basic wages only, exclusive of all taxes etc

Wherein case service charges quoted by two or more agencies are same, L1 will be decided by considering the highest amount of valid works as described in the annexure II of technical bid which is submitted by the bidders in a separate sheet.

Signature of the bidder
Name & Address of the bidder

LETTER OF ACCEPTANCE

I HAVE READ THE Tender conditions including the General Terms and Conditions of the contract given in the tender document. I agree to abide by the same.

Signature of the Contractor & Seal

Address for Correspondence:

Date: _____

Contractor's Seal & Signature