

सीएसआईआर-केन्द्रीय भवन अनुसंधान संस्थान,
रूडकी उत्तराखण्ड 247 667

सं. GEN/Security/2017

दिनांक: 10.03.2017

निविदा आमंत्रण सूचना

सीएसआईआर-केन्द्रीय भवन अनुसंधान संस्थान, रूडकी उत्तराखण्ड परिसर में सुरक्षा सेवायें प्रदान करने हेतु केन्द्र सरकार/राज्य सरकार/सरकारी निकायों में समान सेवायें प्रदान कर रहे पंजीकृत ठेकेदारों से लिखित रूप में मोहरबन्द निविदायें आमंत्रित की जाती हैं:-

Sl. No.	File/Tender No.	Description of Work	Tender Fee	E.M.D. (Rs.)	Period of Contract
1.	GEN/Security/2017	Job contract for Providing Security Services at premises located at CSIR-CBRI, Roorkee (U.K.)	Rs. 500+15 % Trade Tax(Rs.575/-) (Non-refundable)	200000/ -	1 yrs

Sale of Tender Documents: 10.03.2017 to 28.03.2017(9.30 a.m. to 5.00 p.m.)

Last date of Submission of Tender: 30.03.2017 up to 2:30 P.M.

Date & Time of Opening of Technical Bid: 30.03.2017 3:00 P.M.

विस्तृत NIT संस्थान की वेबसाइट से डाउनलोड किया जा सकता है। निविदा दस्तावेज अनुभाग अधिकारी (सामान्य) से निदेशक,सीएसआईआर-सीबीआरआई रूडकी को रुपये 575/- cash/Demand Draft के रूप में भुगतान कर दिनांक 28.03.2017 तक 5.00 p.m. तक प्राप्त किया जा सकता है।

प्रशासनिक अधिकारी

CSIR - CENTRAL BUILDING RESEARCH INSTITUTE

ROORKEE (UTTARAKHAND) 247 667

No. GEN/Security/2017

Dated: 10.03.2017

NOTICE INVITING TENDER

For providing Security Services at CSIR-Central Building Research Institute, Roorkee (U.K.) premises, sealed tenders in two-bid system – (I) Technical Bid & (II) Financial Bid are invited from licensed contractors providing similar services to Govt./Semi Govt./Autonomous Bodies -

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Date & Time of Opening of Technical Bid: 30.03.2017 3:00 P.M.

Detailed NIT may be downloaded from our website <http://www.cbri.res.in>. Detailed Tender Document with all the terms and conditions can be obtained from General Section (Administration), CBRI, Roorkee on payment of non-refundable and non-transferable Tender Document Fee of Rs. 575/- in the form of cash/crossed Demand Draft drawn in favour of Director, CBRI payable at Roorkee.

Administrative Officer

CSIR - CENTRAL BUILDING RESEARCH INSTITUTE
ROORKEE (UTTARAKHAND) 247 667

TENDER FOR "PROVIDING SECURITY SERVICES AT CBRI, ROORKEE

LIST OF DOCUMENTS IN THE TENDER FORM

SI. NO.	Item	Page No.
1.	Notice Inviting Tender	1
2.	Important Terms of Tender	2--3
3.	General Terms and Conditions of Contract	4-10
4.	Schedule of Services to be provided Annexure – A	11
5.	Technical bid: Detailed Status of the Firm Annexure – B	12
6	Financial bid Annexure - C	13-14
7.	Tenderers Details Annexure - D	15
8.	Agreement for Security Annexure - E	16-22

**CSIR-CENTRAL BUILDING RESEARCH INSTITUTE
ROORKEE-247 667**

NOTICE INVITING TENDER

(NIT No. Gen/Security/ 2017)

CSIR-Central Building Research Institute invites tenders from reputed licensed Contractors under the provision of Contract Labour (Regulation & Abolition) Act, 1970 for providing Security services at its premises located at CBRI, Roorkee (U.K.) on job contract basis.

Contractors with experience and presently handling similar contracts of Govt./Semi Govt./Autonomous Bodies may submit their tenders with following details:

- a) Attested copy of certificate/License issued by the appropriate authority.
- b) Proof of annual turnover of Rs.1 Crore for the last 3 years, Income Tax clearance certificate
- c) Status: Whether proprietor/firm/company.
- d) Experience – 5 years in any PSU, State or Central Government Organisation.
- e) Customer's satisfaction proof
- f) Monthly wages paid to the supervisors, gunman and security guards in accordance with the minimum wages act 1948 as amended from time to time.
- g) Attested copies of Registration and Account No of EPF and ESI and Registration of Service Tax.
- h) 3 Number of bicycles for patrolling daily & their maintenance throughout the year without any extra cost.

Tender documents along with detailed terms and conditions of the work can be obtained by the Contractors fulfilling the above mentioned condition on payment of Rs. 500/- + Sale Tax 15% (Total value Rs.575/-) (non-refundable/non –transferable) by cash from the General Section of the Institute. It can also be downloaded from our website www.cbri.res.in, in this case DD worth Rs.575/- will required to be submitted along with tender as tender cost.

Contractors may submit their tenders in a sealed cover superscribed with "Tender for Security Services" addressed to "Administrative Officer, CSIR-Central Building Research Institute, Roorkee alongwith receipt of EMD of Rs. 2,00000/- (Rupees two Lakh only) deposited in the bank account of Director CBRI as per the bank detail provided in tender upto **2.30 P.M.** on 30.03.2017 which will be opened on the same day at **3.00 P.M.** in the presence of the bidders or their authorized representative.

Tenders received after due date/time and without EMD shall be rejected.

The tenderer may inspect the site and quote the rates.

Director, CSIR-CBRI reserves the right to accept or reject any or all the offers without assigning any reasons thereof.

ADMINISTRATIVE OFFICER

IMPORTANT TERMS OF TENDER

1. The contract will be initially for a period of one year, which may be extended on the basis of Performance of the firm on mutual consent for next one more years.
2. Minimum wages to be as per Govt. Rule. However, Tenderer is free to pay higher salary out of their service charges etc
3. The estimated value of the tender is approx. Rs.90,00,000/- (Rs. ninty Lakh Only) per annum excluding leave relief.
4. At present there is a need of 32 Security Guards, 3 Supervisors. The number may, however, increase or decrease and the firm should be in a position to supply additional personnel upon demand at the same rates
5. The Security Guards/Supervisors are to be deployed for 24 hours on shift basis of 8 hours exact duration for the entire month.
6. The Laboratory will not provide any accommodation to any security personnel. Only a change room will be made available at no cost to the contractor.
7. Canvassing in connection with the tenders is prohibited and the tenders submitted by the Contractor who resort to canvassing is liable for rejection
8. The tenderers shall not be permitted to tender for works in the concerned unit of CSIR in which, his relative is posted in the grade between Administrative Officer and Junior Engineer (both inclusive). The contractor shall also intimate the name of the persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above. (Note: A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family (b) they are husband and wife (c) the one is related to the other in the following manner: father, mother (including step mother), son (including step son), Son's wife, Daughter, (including step daughter), Father's father, Son's son, Son's son's wife, Son's Daughter, Son's Daughter's husband Daughter husband Daughter's husband, Daughter's, son, Daughter's son's wife, Daughter's husband, Brother (including step brother), Brother's wife, Sister(including step sister), Sister's husband.
9. The tenderer shall quote rates both in figure and words.
10. The tenderer may inspect the site before quoting the rates.
11. Earnest money/Security deposit will be forfeited if the contractor fails to commence the work as per the award letter for the work.
12. Except writing rates and amount, the tenderer should not write any condition or make any change, additions, alternations and modification in the tender document.
13. The firm should have telephone facilities round the clock.

ADMINISTRATIVE OFFICER

NAME OF WORK: JOB CONTRACT FOR PROVIDING SECURITY SERVICES TO CSIR-CBRI LOCATED AT ROORKEE- 247 667

The Contractors registered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 are eligible to bid for this contract. It should be ensured that there should be no legal or any other bar for him in this respect. The contractor shall be solely liable for any violation of the provisions of the said Act or any other related Act.

SCOPE OF WORK

The contractor shall provide Security services arrangement and keep a strict watch and ward of the Buildings/premises of the laboratory as mentioned in the enclosed **Annexure-A** by deploying Ex-serviceman/retired employees of paramilitary forces. Before tendering, the Tenderer should inspect the site/location to fully acquaint himself with the condition in regard to the accessibility of site/location, nature of work, working condition, conditions affecting accommodation and movement of labour etc. required for satisfactory execution of labour contract. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

2.00 DURATION

2.01 The duration of the contract shall be for a period of One year from the date of commencement of the work. The contract can be extended for one more year on such terms and conditions as are mutually agreed upon.

3.00 QUOTATION

3.01 Two-Bid system will be followed for this tender.

3.02 The Technical Bid **Annexure-B** along with requisite documents should be placed in a sealed cover superscribed "Technical Bid for providing of security services at CSIR-CBRI, Roorkee" to be opened on 30.03.2017 at 3:00 p.m.

3.03 The Commercial Bid **Annexure-C** should be placed in a sealed cover. This cover should be superscribed "Commercial Bid for providing of security services at CSIR-CBRI, Roorkee "and which will be opened at a later date under intimation to technically qualified firms.

3.04 Both the bids are to be put in a sealed cover superscribed "Tender for providing Security Services at CSIR-CBRI, Roorkee-NIT No. **Gen/Security/ 2017**"

3.05 All the sealed covers thus prepared should also indicate clearly the name and address of the tenderer and the contact person.

3.06 Contents of all the inner envelopes must be tied bound securely.

3.07 All pages of the bid including Brochures are to be numbered as page..... (current page) of (Total pages). The numbering should be done continuously for the whole bid and not section-wise.

3.08 Except quoting rates and amount for service charges the Tenderer should not write any conditions or make any changes, additions alterations and modifications in the tender. Conditional tender will be summarily rejected.

3.09 While quoting the amount, for service charges the Tenderer must keep in view that:-
I) The charges payable to the workers engaged against the contract should not be less than the minimum wages for **semi-skilled workers** as per the Minimum Wages Act fixed by Central Govt. or State Govt. whichever is higher.

II) The Laboratory shall reimburse the amount of Service Tax, EPF, ESI, Bonus, Leave Relief etc if any, paid by the contractor on account of the services rendered by him. This reimbursement shall be admissible on production of proof of original deposit/payment of the same by the contractor.

III) Income Tax, as applicable, will be deducted from the monthly bill of the Contractor.

4.0 GENERAL TERMS AND CONDITIONS TO THE TENDERER

4.1 Tenders should contain the receipt of EMD of Rs 2,00,000/- (Rs.Two lakh only) deposited in the bank account of Director ,CBRI,Roorkee as per the bank detail given below-

Bank name and Branch- SBI, CBRI branch

Account number -30269847968
IFSC -SBIN0010635

4.2 Tender not accompanied with prescribed earnest money deposit will be rejected summarily.

4.3 The EMD of the unsuccessful vendors shall be refunded after final acceptance of the tender and within reasonable time after opening of the tender. The EMD will carry no interest.

4.4 The EMD will be forfeited if the vendor withdraws his offer or any clause of his offer/tender, if such withdrawal adversely affects the interest of CBRI.

4.5 The EMD of the successful Vendor shall also be forfeited if the vendor fails to deposit the security money when required to do so within specified period and fails to sign the performance agreement within a specified period.

4.6 The successful tenderer will have to make available the security guards to the CBRI within one week of awarding Letter of intent

5.0 OPENING OF THE TENDER BIDS

5.1 The sealed covers containing Technical Bid and EMD only will be opened in the first instance in the presence of representatives of the vendors by the Tender Opening Committee on 30.03.2017 at 3.00 P.M. These bids should be valid for a minimum period of 120 days from the date of tender opening for placing the initial order. However, the prices should be valid for a period of at least 2 years from the date of empanelment.

5.2 The authorized representative who entered to attend the tender opening are to bring with them letters of authority from the corresponding tenderer.

5.3 Evaluation of Technical Bids:

A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters and features offered. Vendors, whose technical bids do not qualify for opening the Commercial bids, will be informed accordingly. They will be given an opportunity to make a representation within a reasonable period of time.

5.4 EVALUATION OF FINANCIAL BIDS

The Financial Bids of only those Bidders short-listed based on Technical Bids will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders.

5.5 The lowest quoting vendor (LQ-1) will be selected on the basis of lowest financial bid.

5.6 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Lab can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation.

5.7 The decision of the Laboratory arrived at as per above will be final and representation of any kind shall not be entertained on the above.

5.8 Work order will be placed on the finally selected vendor.

5.9 In case the successful vendor found in breach of any condition(s) of tender at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor and Performance Security shall be forfeited beside debarring & Black-listing the vendor concerned for further dealing in Govt. departments.

5.10 The Laboratory reserves the right to accept/reject any bid, to cancel/abort the tender process and /or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agencies, of any obligation to inform the affected agencies on the grounds of such action taken by the Laboratory.

5.11 No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of EMD.

6.00 SECURITY DEPOSIT SIGNING OF AGREEMENT/MOU AND PLACEMENT OF FIRM ORDER

6.01 The Contractor shall furnish to the Laboratory a Security Deposit equal to one month's wages (i.e. Rs.8,00,000/- only) way of Bank Guarantee or fixed deposit receipt.In case of major revision of minimum wages on higher side the office holds the right to claim additional amount of security deposit.

6.02 After finalization of the Tender and approval by the Competent Authority, a letter of Intent (LOI) will be issued to the successful Vendor.

6.03 The Security Deposit will not carry any interest.

6.04 Final order will be placed after receipt of Security Deposit and signing of prescribed Agreement as per **Annexure D** before commencement of services.

6.05 Security deposit will be forfeited for unsatisfactory service and non-compliance of any clause of the Contract.

7.0 PRICE VALIDITY

7.1 Bids should be valid for a minimum period of 120 days from the date of opening of the tender. However, the rates offered should be valid for 2 years from the date of empanelment. Roll over of rate for 2nd year upon satisfactory performance.

7.2 A pre-receipted bill shall be submitted in duplicate in the name of "Director, CBRI, Roorkee, at the end of each month for payment in respect of the Services of Security Guard provided during the previous month.

8.0 INDEMNIFICATION

8.01 The contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CBRI/CSIR will be reimbursed by the Contractor, the actual expenses incurred towards Counsel fee and other expenses. The contractor shall pay the amount in advance to CSIR on demand. Further, The contractor shall ensure that no financial or any other liability comes on CBRI/CSIR in this respect and shall keep CBRI/CSIR indemnified.

8.02 The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have the right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

9.0 AGREEMENT

The Contract agreement (**Annexure D**) is to be signed by the contractor before commencement of the work. The Earnest money shall be forfeited if the contractor fails to execute the agreement within the period specified in the award of work and start work accordingly.

10.0 CONTRACTOR'S OBLIGATIONS

10.01 The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 from Regional Labour Commissioner (Central) or Labour Commissioner (Central), DEHRADUN before the commencement of work and continue to have the same till completion of the contract. The contractor shall also maintain all statutory records as may be required from time to time under the said Act & furnished the same for verification by the Employee/Labour Authority as and when required. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

10.02 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' "Employee" between the said persons and the CBRI (CSIR) shall accrue/arise implicitly or explicitly.

10.03 In case any of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly 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 Laboratory/CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Laboratory, in case of any of the aforesaid acts on the part of the said person.

- 10.04** For performing Security duties, the contractor shall deploy persons in eight hours shifts and as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. The contractor will provide only Ex. Serviceman retired employee of para military force or properly trained security personnel as guards and supervisors who are medically and physically fit preferably below the age of 50 years. Supervisory Officers will be available round the clock. A copy of the fortnight duty roster of guards/supervisory staff will be made available to the security officer of the institute by the contractor.
- 10.05** The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services to CBRI 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; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other rules/resolution and /or statues that may be applicable to them & shall further keep the CBRI indemnified from all acts of omission, fault, breach & /or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provision. 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 any of these, CBRI/CSIR shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
- 10.06** The contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CBRI buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
- 10.07** The contractor shall take all-reasonable precautions to prevent any unlaw riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CBRI/CSIR.
- 10.08** The contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for the, 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 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 provision of the said regulation and rules which is materially incorrect, they shall without prejudice to any other liability, pay to the Director of the Laboratory a sum as may be claimed by Laboratory.
- 10.09** The uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include shirt paint army cut, ankle, boots, web belt (with baton strap), beret cap with ceremonial heckle, whistle, loaded torches, etc. The seasonal equipment such as Jerseys, coats in winters and rain coats in monsoon shall also be provided by the contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab./Instt.
- 10.10** The contractor shall provide 03 No of bicycles for supervisor & Patrolling duties The repairing/maintenance cost will be borne by the contractor during the contract period.

11.00 PENALTIES/LIABILITIES

11.01 The Contractor shall be responsible for faithful compliance of the terms and conditions of the agreement, which the contractor has to sign before commencement of the work. In the event of any breach of agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.

11.02 In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty will be imposed as deemed fit by the Competent Authority.

12.0 TERMINATION OF CONTRACT

12.01 The contract shall be terminated on any of the following contingencies:

- On the expiry of the contract period as stated above;
- By giving two month's notice from either side, i.e. by the institute or by the contractor as well.
- Committing breach by the Contractor of any of the terms and conditions of this agreement **(In this case notice period would be given as deemed fit by the Competent Authority CSIR-CBRI)**
- Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Laboratory.
- On Contractor being declared insolvent by competent Court of Law.

12.02 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.

12.03 It shall be the duty of the Contractor to remove all the persons, deployed by him on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for Laboratory/CSIR.

13.0 ARBITRATION

13.01 In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration of Director-General, Council of Scientific & Industrial Research, or his nominee. The award of the arbitrator shall be final and binding on the parties.

13.02 Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

14.0 VALIDITY OF TENDER

Tenders submitted by the contractor shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work and validity beyond 120 days from the date of opening shall be by mutual consent.

The Director, CBRI, Roorkee does not bind himself to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractor/s who resort to canvassing are liable for rejection.

Administrative Officer

Schedule of Services to be provided

6.00 A.M. to 2.00 P.M. (Round the clock)

1. Office Main Gate (Gate No. 1)/ P-1/2
2. Office Installation & Gate No.-3/ P-3 & 4
3. Colony Main Gate (Gate No.-4)/P-5
4. Khanjarpur Gate/ P-6
5. Sumpwell & Scientist Appartment/P-7
6. New Guest House & Director’s residence /P-8
7. Girls Hostel/P-9
8. Boys Hostel/ P-10

2.00 A.M. to 10.00 P.M. (Round the clock)

1. Office Main Gate (Gate No. 1)/ P-1/2
2. Office Installation & Gate No.-3/ P-3 & 4
3. Colony Main Gate (Gate No.-4)/P-5
4. Khanjarpur Gate / P-6
5. Sumpwell & Scientist Appartment/P-7
6. New Guest House & Director’s residence /P-8
7. Girls Hostel/P-9
8. Boys Hostel/ P-10

10.00 P.M. to 6.00 A.M. (Round the Clock)

1. Office Main Gate (Gate No. 1)/ P-1/2
2. Office Installation & Gate No.-3/ P-3 & 4
3. Colony Main Gate (Gate No.-4)/P-5
4. Khanjarpur Gate/ P-6
5. Sumpwell & Scientist Appartment/P-7
6. New Guest House & Director’s residence /P-8
7. Boys Hostel/P-09
8. Girls Hostel/ P-10

CENTRAL BUILDING RESEARCH INTTITUE, ROORKEE
(Council of Scientific & Industrial Research)

NAME OF WORK: SECURITY ARRANGEMENTS OF CBRI PREMISES LOCATED AT ROORKEE- 247 667
DETAILED STATUS OF THE FIRM (TEHCNICAL BID)

1. Name of the Firm _____
2. Registration No. _____
(Attach Copy)
3. License No. Issued by
Labour Deptt. _____
(Attach Copy)
4. Valid upto _____
(Attach Copy)
5. EPF Account No. _____
(Attach Copy)
6. ESI Registration No. _____
(Attach Copy)
7. Service Tax Registration _____
(Attach Copy)
8. Proof of Annual turnover _____
(Attach Copy)
9. Copy of PAN number _____
(Attach Copy)
10. Experience
(Please specify the name of organization & no. of workers supplied, & cost of work, photocopy to be enclosed)
11. Customers satisfaction certificate issued
by the Deptt. Where the contractor _____
is rendering services (Attach Copies)

Certified that I/we have read the all the terms & condition mentioned in the tender documents and I/we am/are eligible in all respect to submit this tender.

SIGNATURE OF THE CONTRACTOR
WITH RUBBER STAMP

Phone/ Mob. No. _____

E-mail _____

CENTRAL BUILDING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)

ROORKEE- 247 667

RATE SCHEDULE

(NIT No.GEN/Security/2017)

**NAME OF WORK: JOB CONTRACT FOR PROVIDING
SECURITY SERVICES TO CBRI LOCATED AT
ROORKEE- 247 667**

Sr. No.	Particulars of payments	Rate for one Security Guard	Rate for one Security Supervisor	Remarks, if any
1.	Wages per month can not be less than Minimum wage prescribed by RLC/C			
2.	EPF Contribution @ 13.36%			
3.	ESI Contributions @ 4.75%			
4.	Relieving charges @ 1/6 of minimum wages.			
5.	Service charges @.....% of minimum wages.			
6.	Subtotal of S.No. 1 to 5			
7.	Service Tax @.....% on subtotal at Sr.No.6			
8.	Total amount per month for the service for 32 number of Security Guards and 3 supervisors (i.e. from Sr.No 1 to 7)			

(Grand total in words Rupees.....only per month for providing the services as mentioned above).

Note:

1. Prescribed rates /minimum wages of Govt. of Uttarakhand or Central Government for Semi skilled worker & supervisor whichever is higher will be paid to the Contractor firm.
2. Copy of rates of wages, based on which tender is filled may be attached.
3. All statutory dues ESI, EPF, Service Tax, Leave Relief, and Bonus etc. will be reimbursed to the Contractor by the Institute on production of proof of having discharged the liability in respect of worker deployed.
4. No enhancement on rates on account of service charges during the contract period will be allowed.

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 as per contract labour (Regulation & arbitration) Act 1970, 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 Contractor

Dated:

Address

Phone/Mob.No. _____

Fax _____

E-Mail _____

TENDERERS BANK DETAILS :

NAME/ADDRESS OF AGENCY

OWNER'S NAME

TELEPHONE NO.

RESIDENTIAL ADDRESS

BANK DETAILS

- BANK NAME & BRANCH
- ACCOUNT NUMBER
- IFSC NUMBER

AGREEMENT FOR SECURITY

This AGREEMENT made on this between Council of Scientific & Industrial Research, Society registered under the Societies Registration Act and having its office at Anusandhan Bhawan, Rafi Marg, New Delhi (hereinafter referred to as CSIR) on the ONE PART

And

------(hereinafter referred to as Contractor) on the OTHER PART.

WHEARAS the Council of Scientific & Industrial Research is desirous of giving a job contract for providing the Security Arrangement at CBRI, Roorkee (Name of the Lab/Instt) which is a constituent unit of CSIR (hereinafter referred to as the Lab/Instt) 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 registered as Contractor under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof the CSIR. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the contract of work of security arrangements and keep a strict watch and ward on the land and properties as mentioned in Annexure-A (In NIT)

AND WHEREAS the contractor has furnished to the Institute, a security deposit of

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 the employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing security arrangements, the Contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with Director of the Lab./Instt or his nominee. Subsequently, the contractor shall review the Security arrangement from time to time and advise the Director of the Lab./Instt for further streamlining their security system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Lab./Instt. Or the officer designated by the Director in this respect from time to time.
3. That the Director of the Lab./Instt. Or any other person authorized by the Director shall be at liberty to carry out surprise check of the persons so 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 upto the mark or does not perform his duties properly 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 Lab./Instt. And CSIR in this respect. Further the contractor shall replace immediately the particular persons on the demand of the Director of the Lab./Instt./CSIR in case of any of the aforesaid acts on the part of the said person.

B CONTRACTOR'S OBLIGATIONS

1. That the contractor shall provide security and keep watch and ward on the land and properties as detailed in **Annexure-A** as deemed fit by him in consultation with the Lab.
2. That for performing security duties, the contractor shall deploy persons round the clock in eight hours shifts only. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 50 years for security duties. Only Ex-Serviceman, retired employees of para military forces or properly trained Security personnel of integrity and good conduct are to be deployed by the contractor.
3. That the contractor shall submit details of the names, parentage, residential address, age, etc of the persons deployed by him in the premises of the Lab/Instt/CSIR for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photograph/identification, etc and such employees shall display their identity cards at the time of duty.
4. That the contractor shall ensure that the persons so deployed do not allow any property of CSIR to be taken out of the premises without a Gate Pass signed by the designated officials and the Security Officer of the Lab/Instt as a safeguard against any dishonesty, connivance and or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor alongwith the subsequent changes, if any. The Controller of Administration/A.O. of the Lab/Instt shall make suitable arrangement to ensure compliance.
5. The Contractor shall report promptly to the Lab/Instt 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 moveable of the Lab./Instt. and if there is any loss to the Lab./Instt on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the Lab./Instt.

6. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; 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 1938. Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expenses arising out from the non-compliance of the aforesaid statutory provision. 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 shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
7. That the contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR lab/Instt buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
8. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.
9. 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/Lab/Instt.
10. That the contractor shall make the payment of wages etc to the persons so deployed in the presence of representative of the Lab/Instt/CSIR and shall on demand furnish copies of wages register/muster roll, etc to the Lab/Instt for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of CSIR in this respect as per the Agreement and 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 book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.
11. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include shirt, army cut OG trousers, anklets, black shoes, belt (with baton strap), baton, beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as Jerseys in winters and rain coats/umbrella in monsoon shall also be provided by the contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab/Instt.
12. 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.
13. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard 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 filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any

other liability pay to the Director of the Lab/Instt a sum as may be claimed by Lab./Instt./CSIR.

C CSIR'S OBLIGATIONS

1. That in consideration of the service rendered by the contractor as stated above, all statutory dues (minimum wages, EPF, ESI, Bonus, Gratuity, Leave Relief charges, Service Tax) will be reimbursed to the contractor as per law. 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 office designated by Lab./Instt./ in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR to the contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Government from time to time shall be payable by the CSIR to the contractor.
4. That the CSIR/Lab./Instt. shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him.
5. The security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D INDEMNIFICATION

1. That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is 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 whatsoever 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. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E PENALTIES/LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.

2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/ damage if any, sustained by the Laboratory/Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

F 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:-
 - On the expiry of the contract period as stated above;
 - By giving two month's notice from either side, i.e. by the institute or by the contractor as well.
 - Committing breach by the Contractor of any of the terms and conditions of this agreement (In this case notice period would be given as deemed fit by the Competent Authority CSIR-CBRI)
 - Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Laboratory.
 - 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 creates any disruption/hindrance/problem of any nature for Lab/Instt/CSIR.

G. ARBITRATION

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 CSIR or his nominee.

1. 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.
2. The expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
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 modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

For and on behalf of
Council of Scientific & Industrial Research
Anusandhan Bhawan
Rafi Marg, New Delhi-110 001

Witness:

1.

2.

For and on behalf of the contractor

Witness:

1.

2.