



CSIR-CENTRAL BUILDING RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)

ROORKEE - 247 667



No. GEN/Security/2021

Dated: 27.04.2022

NOTICE INVITING e-TENDER

CSIR-Central Building Research Institute invites e-tenders through e-tendering portal <https://www.gem.gov.in> for providing Security services at its premises located at CBRI, Roorkee (U.K.) from reputed licensed Contractors providing similar services to Govt./Semi Govt./Autonomous Bodies on job contract basis in two-bid system – (I) Technical Bid & (II) Financial Bid .

1. Manual Bids shall not be accepted.
2. Contractors with experience and presently handling similar contracts of Govt./Semi Govt./Autonomous Bodies may submit their tenders with following details:

Sl.No.	Cover-I	Cover-II
1	PSARA License (Uttarakhand)	<u>Financial/Price bid as per format given on GeM</u> (Bidders are requested to submit the Financial Bid in the format provided and no other format is acceptable.
2	Local office of the Contractor in Uttarakhand/Delhi/UP with Address proof.	
3	Documentary proof of three years experience of providing such services in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate institutions. Please attach Satisfactory performance certificates .	
4	Exemption from Experience and turnover shall be considered only to the MSME Certificate/Registration under relevant category of Providing Security Services .	
5	EMD deposited in CBRI Account or exemption certificate along with Bid Security Declaration (upload a copy Form-1 at Annexure-D)	
6	Copy of PAN No.	
7	Copies of Income Tax returns of last 03 years (for years- 2020-21, 2019-20 & 2018-19)	
8	Copies of audited Balance sheets for the last three years (years ending at March, 2021, March, 2020 & March, 2019)	
9	Copies of Registration certificates of ESI, EPF, GST	
10	Proof of Annual turnover of minimum Rs. 1,20,00,000/- (One crore twenty lakh only) each year for the last 03 years (enclose Turnover certificates for years- 2021, 2020 & 2019 issued by CA under seal bearing his license no.).	
11	Contract Labour License issued by Labour Commissioner State/Central for any previous security work.	

3. The contract will be initially for a period of two year, which may be extended on the basis of Performance of the firm on mutual consent for next one more year.

4. Minimum wages to be as per Govt. Rule. However, tenderer is free to pay higher salary out of their service charges etc.
5. **Earnest Money Deposit:** Each tender must be accompanied by Earnest Money (EMD) the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheques or Bank Guarantee from any of the Commercial Banks or deposited online in the account of Director CBRI Roorkee (as per the bank detail given below).

Account Holder's Name: Director,
CBRI, Roorkee,
Account No. 30269847968,
IFSC-SBIN0010635,
State Bank of India,
CBRI Branch.

The copy of the receipt of the Earnest Money deposited must be attached to the tender document (Technical bid). Tenders submitted without EMD shall not be considered and evaluated.

The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Start-Ups registered with DIPP (GoI) with valid certificate or MSE'S with valid Udyog Aadhar No., SSI registered with NSIC, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, as manufacturer for the supply of the same category of item for which the party is submitting tender/quotation will be exempted from submission of EMD as per rule. **Exempted parties will have to give proof of registration along with their tender. They will have also to submit a signed copy of Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.** Suitable preference shall be given to MSE in terms of Govt. of India provisions.

5.1 The Earnest Money will be forfeited:

- i) If the tenderer withdraws his tender during the period of tender validity;
 - ii) If in the case of the successful tenderer, the tenderer fails to:
 - (a) Sign the contract or to furnish performance security in accordance with the Terms and Conditions of contract;
 - (b) To comply with all the terms and conditions of the Agreement;
 - (c) Comply with the statutory liabilities set forth by the Govt., such as EPF and ESIC etc.
 - iii) The refund of EMD to the unsuccessful tenderer will be made after the award of contract.
6. At present there is a need of total 34 security persons including 30 Security Guards, 03 Security Supervisors & 01 Supervisor (receptionist). 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.

7. The Security Guards/Supervisors are to be deployed for 24 hours on shift basis of 8 hours exact duration for the entire month.
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's son, Daughter's son's wife, Daughter's Daughter's husband, Daughter's husband, Brother (including step brother), Brother's wife, Sister(including step sister), Sister's husband.
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 CSIR-CBRI.
10. **The Contractor shall furnish to the Laboratory a Security Deposit equal to 3% of the value of the contract by 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.**
11. The Contract agreement (Annexure-C) is to be signed by the contractor within stipulated time.
12. 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 & furnish 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.
13. 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.
14. 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.
15. 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, Bamboo sticks, Umbrella etc. The seasonal equipment such as Jerseys, coats in winters and rain coats in monsoon, Duty registers, attendance register 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.

16. Contractor will provide 03 no. of good bicycles for Patrolling in premises. Repair /Maintenance cost will be borne by the contractor.
17. Bids in which any of the particulars and prescribed information are missing, or are incomplete in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive bid and are liable to be rejected. If the bidder gives wrong information in his/her bids, CSIR-CBRI reserves the right to reject such bids at any stage or to cancel the contract, if awarded and forfeit the security deposit.
18. Director, CSIR-CBRI reserves the right to reject any or all the tenders without assigning any reason, the financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. CSIR-CBRI also reserves the right at its sole discretion not to award any order for which tender is called. CSIR-CBRI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
19. **ARBITRATION**
 - a) In the event of any question, dispute/difference arising under this contract/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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi as per the provisions of Indian Arbitration and Reconciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force.
 - b) The arbitration Proceedings will be in English only.
 - c) The place of arbitration shall be the Delhi International Arbitration Centre at Delhi.
 - d) The award of the arbitration shall be final and binding on the parties.
 - e) The cost of the arbitration shall be borne equally by both the parties.
 - f) The Arbitrator may give interim award(s) and/or directions, as may be required.
20. The service Provider shall also comply with all other conditions mentioned in the GeM Bid Document and SLA (Service Level Agreement) of GeM, which are not listed in the tender document.

Administrative Officer

-

SCOPE OF WORK
&
IMPORTANT TERMS OF TENDER

1. The contract will be initially for a period of two year, which may be further extended on the basis of Performance of the firm on mutual consent on existing terms.
2. 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.
3. The contractor shall provide Security services arrangement and keep a strict watch and ward of the Buildings/premises of the laboratory by deploying exclusively Ex-serviceman/retired employees of paramilitary forces.
4. Before tendering, the Tenderer should inspect the site/location to fully acquaint himself with the condition in regard to the accessibility of the site/location, nature of work, working condition, conditions affecting accommodation and movement of labour etc. required for satisfactory execution of contract.
5. Proof of local office address (in Uttarakhand) of the contractor should be submitted with the bid document.

DUTIES AND RESPONSIBILITY OF SECURITY GUARD(S):

1. Deployment of Guards/ Security Supervisors will be as per the instructions of the authorities of the CBRI and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
2. No outsiders are allowed to enter in the building without proper Gate Entry by the Authorized Officer of the CBRI.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers 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 with the Security personnel. All incoming material should be entered in the Incoming Material Register provided at the reception.
4. The officers and staff of the CBRI will keep the Identity cards with them for checking and allowing entry by the security personnel.
5. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the CBRI.
6. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the CBRI.
7. Entry of the street-dogs and stray animals into the premises is to be prevented. They should be at once driven out.
8. The Guards on patrol duty should patrol the entire perimeter wall of premises and take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
9. 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.
10. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will participate in Fire Mock Drill of the Institute and will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.

11. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the CBRI. Security personnel /Supervisors should be sensitized for their role in such situations.
12. The Security Supervisor/Guards are required to display mature behaviour, 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 CSIR-CBRI may be incorporated in agreement. The same shall also be binding on the contractor.
15. Report security breach immediately to the Guard Supervisor and Security Officer of CSIR-CBRI and prepare detailed report when necessary.

DUTIES AND RESPONSIBILITY OF SECURITY SUPERVISOR(S):

- The Security Supervisor will be responsible for overall security arrangements of the CBRI covered in the contract.
- Security Supervisor will ensure that all the instructions of the CBRI are strictly followed and there is no lapse of any kind.
- Will act as a coordinator between the Agency and CSIR-CBRI security set up to ensure that all the instructions of the CSIR-CBRI are strictly followed and there is no lapse of any kind. He will immediately report to the authorities of CSIR-CBRI in case of any theft, pilferage and trespass that take place or where any attempt is made to that effect.
- He will be responsible for monitoring leave of guards, managing their duties and providing replacement if a guard proceeds on leave or is absent. He will be responsible for general discipline, turn out and welfare of guards.
- Manage the duties of the security guards ensuring that all guards conduct their duties competently.
- Manage the duty roster and schedules ensuring that the numbers of guards report for duty each shift.
- Liaise on a daily basis with CSIR-CBRI and keep the Security Officer informed day to day security matters.
- Ensure that the Reception Room of CSIR-CBRI and CCTV control room is manned by properly trained and competent persons.
- Report all incidents to the CSIR-CBRI as directed.
- Submit all required reports promptly and properly.
- Ensure that the daily occurrence log is properly maintained.
- Ensure that the security procedures are properly executed.
- Ensure the CSIR-CBRI control policies are properly executed and adhered to at all time.
- Ensure that the guards are properly dressed at all times while on duty and prop hygiene of all guards in maintained at all times.
- Ensure that the guards report for duty on time and do not leave their duty until properly relieved.
- Responsible for any CSIR-CBRI equipment provided to the Security guards.

REQUIRED QUALIFICATION OF SECURITY STAFF

Security Supervisor

- At least completion of Senior secondary (12th pass) education.

- **The Security Supervisors, should have a valid Driving License and should be able to drive vehicle in the emergency situation** of fire etc.
- Must able to read and write in Hindi and English Languages.
- Must be vetted by the Police.
- Must not have a criminal record/background.
- Must be an Ex-serviceman/JCO/sub officer of Paramilitary Forces.
- Should have leadership experience.
- Must have proof of security guard training /completion records of courses attended.
- Personnel trained in use of computers will be preferred.
- Fire extinguisher and fire response training.
- Experience in using CCTV and recording systems.
- Preferably an experienced trainer and able to train on duty guards.

Guard(s):

- Minimum of a class VIII qualification. However, class X qualifications would be preferable.
- Knowledge of Hindi and English Language will be preferred.
- Must be completely vetted by the Police.
- Must not have a criminal record of any kind.
- Must be Ex-serviceman/Retired employee of Paramilitary Forces.
- Fire prevention equipment & fire Extinguishers trained.
- Training in CCTV systems.
- Basic first aid trained person will be preferred.

Schedule of Services to be provided

6.00 A.M. to 2.00 P.M. (1st Shift)

Security supervisor -1, Security guards-10

2.00 PM. to 10.00 P.M. (2nd Shift)

Security supervisor-1, Security guards-10

10.00 P.M. to 6.00 A.M. (3rd Shift)

Security supervisor-1, Security guard -9

08.45 A.M. to 05.30 P.M. (General Shift)

Supervisor (Receptionist) -1, Security guard -1

ANNEXURE-A

Compliance Report

**Application for pre-qualification of firms/contractors for providing Security Services at CSIR-CBRI,
Roorkee**

Sl. No.	Technical Requirement		Corresponding page number(s) of technical bid for reference
1.	PSARA License (Uttarakhand)	:	
2.	Local office of the Contractor in Uttarakhand/Delhi/UP with Address proof.		
3.	Documentary proof of three years experience of providing such services in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate institutions. Please attach Satisfactory performance certificates.	:	
4.	EMD deposited in CBRI Account or exemption certificate along with Bid Security Declaration (upload a copy of Form-1at Annexure-D)		
5.	Exemption from Experience and turnover shall be considered only to the MSME Certificate/Registration under relevant category of Providing Security Services.	:	
6.	Copy of PAN No.	:	
7.	Copies of Income Tax returns of last 03 years (for years- 2020-21, 2019-20 & 2018-19)	:	
8.	Copies of audited Balance sheets for the last three years (years ending at March, 2021, March, 2020 & March, 2019)	:	
9.	Copies of Registration certificates of ESI, EPF, GST	:	
10.	Proof of Annual turnover of minimum Rs. 1,20,00,000/- (Rs. One crore twenty lakh only) each year for the last 03 years (enclose Turnover certificates for years- 2021, 2020 & 2019 issued by CA under seal bearing his license no.).	:	
11.	Contract Labour License issued by Labour Commissioner State/Central for any previous security work.		

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 Bidder(s) with Stamp
Address: _____

Note: Bidder must fill in the above information in a tabular form by enclosing all the relevant documents/information as quoted against Sr. No.01-11 above.

Annexure-B

Work Experience Details

Details of Experience in field of **providing Security services in last 03 years**

SI. No .	Name and address of the Deptt./Organisation & Name of Contact Person with Ph. No.	Period		No. of Staff deployed	Contract Value
		From	To		

- Use a separate piece of paper if necessary
- Please attach copies of completion certificates as proof
- Please do not upload unnecessary documents.

(Authorized Signatory)

Name & Title of Signatory & Seal of the Bidder

Name of Bidder

Address

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.

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.

1. 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.
2. 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.
3. 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 55 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 headdress, 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.
14. The work shall not be sublet/assigned directly or indirectly to other agency without prior written consent of the Competent Authority, CSIR-CBRI.

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, GST) 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 GST, 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 two 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. However, if the services of the contractor are not satisfactory, the Director, CSIR-CBRI reserves the right to terminate the contract by giving a notice of one month.

- 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 contract or 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.1 SCOPE OF WORK & IMPORTANT TERMS OF TENDER

1. The contract will be initially for a period of two year, which may be further extended on the basis of Performance of the firm on mutual consent on existing terms.
2. 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.
3. The contractor shall provide minimum 03 nos. of good condition bicycles for patrolling duty in the premises. Repairing/maintenance cost during the contract will be borne by the contractor.
4. The contractor shall provide Security services arrangement and keep a strict watch and ward of the Buildings/premises of the laboratory by deploying exclusively 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 the site/location, nature of work, working condition, conditions affecting accommodation and movement of labour etc. required for satisfactory execution of contract.
5. Proof of local office address (in Uttarakhand) of the contractor should be submitted with the bid document.

G.2 DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangements of the CBRI covered in the contract.
2. Security Supervisor will ensure that all the instructions of the CBRI are strictly

- followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Entry by the Authorized Officer of the CBRI.
 4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers 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 with the Security personnel. All incoming material should be entered in the Incoming Material Register provided at the reception.
 5. The officers and staff of the CBRI 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 CBRI and the same will be monitored personally by the concerned authorities from time to time and will be responsible 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 CBRI.
 8. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the CBRI.
 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 patrol the entire perimeter wall of premises and take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
 11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
 12. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will participate in Fire Mock drill of the institute and will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
 13. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the CBRI. Security personnel /Supervisors should be sensitized for their role in such situations.
 14. The Security Supervisor/Guards are required to display mature behaviour, especially towards staff and visitors.
 15. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
 16. Any other provisions as advised by the CSIR-CBRI may be incorporated in agreement. The same shall also be binding on the contractor.

H. ARBITRATION

- a) In the event of any question, dispute/difference arising under this contract/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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi as per the provisions of Indian Arbitration and Reconciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force.
- b) The arbitration Proceedings will be in English only.

- c) The place of arbitration shall be the Delhi International Arbitration Centre at Delhi.
- d) The award of the arbitration shall be final and binding on the parties.
- e) The cost of the arbitration shall be borne equally by both the parties.
- f) The Arbitrator may give interim award(s) and/or directions, as may be required.

I. The service Provider shall also comply with all other conditions mentioned in the GeM Bid Document No.dated and SLA (Service Level Agreement) of GeM, which are not listed in this agreement.

This agreement contains the following document:-

1. Bid document No..... dated
2. Sanction Order No..... dated
3. Bid /RA/PR No.dated
4. Performance Bank Guarantee (Security Deposit) of Rs.(Rs. ...) in the shape of ePBG No. dated.....

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 the Service Provider

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

WITNESS

1.

WITNESS

1.

2.

2.

Annexure - D

Note: Submit as **form 1 as part of Technical bid**, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(On Company Letter-head)

Bidder's name _____

[Address and Contact Details]

Bidder's Reference No. _____

Date.....

To

Director,
CSIR-Central Building Research Institute,
Roorkee-247 667 (Uttarakhand)

Ref: Tender for providing Security services at CSIR-CBRI premises located at CBRI, Roorkee (U.K.)

Sir/Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) Withdraw / amend / impair / derogate , in any respect , from our bid , within the bid validity; or
- 2) Being notified within the bid validity of the acceptance of our bid by the procuring Entity:
 - (a) Refused to or failed to produce the original documents for scrutiny or the required performance Security within the stipulated time under the conditions of the tender Document.
 - (b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) Receipt by us of your notification
 - (a) Of cancellation of the entire tender process or rejection of all bids or
 - (b) Of the name of the successful bidder or
- 2) Forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of bidder and seal of company]

Dated on.....day of.....[insert date of signing]

Place..... [Insert place of signing]

DA:.....