

Ref No.: 01/2017

Price : Rs.1000.00

ISSUED TO :

Date :

## **TENDER DOCUMENT**

**ANNUAL CONTRACT FOR SECURITY SERVICES  
AT  
CSIR-CMERI, Centre of Excellence For Farm Machinery -141006**

**DATE AND TIME FOR SALE OF**

**TENDER DOCUMENTS : 15.02.2017 TO 28.02.2017 (up to 1600 hrs)**

**LAST DATE AND TIME FOR RECEIPT**

**OF TENDER : 3<sup>rd</sup> March, 2017 (up to 1400 hrs.)**

**TIME AND DATE OF OPENING**

**OF TENDER : 3<sup>rd</sup> March, 2017 (1500 hrs.)**



**CSIR-CMERI- Centre of Excellence For Farm Machinery  
(Council of Scientific & Industrial Research)  
Gill Road, Ludhiana-141006.**



**CSIR-CMERI Centre of Excellence for Farm Machinery  
Gill Road, Ludhiana.**

**Name of Work : “Contract for providing Security Services to the CoEFM,  
Ludhiana for protection of CoEFM Campus for the period of  
One Year”.**

(To be kept in Part-I envelop)

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Note : Party buying the tender should confirm that they have received all the above documents.

Tender issued to : .....

**Signature of the Tender issuing officer with date.**

**Signature of the Bidder(s)**

**CSIR-CMERI Centre of Excellence for Farm Machinery  
Gill Road, Ludhiana-6.**

**TENDER FORM (PART-I)**

**General Terms and conditions of the “Contract for providing Security Services to the CoEFM, Ludhiana for protection of Office installations at CoEFM, Campus for the period of one year”.**

CSIR-CMERI Centre of Excellence for Farm Machinery, Ludhiana is one of the premier research and development organization under the Council of Scientific & Industrial Research (Department of Science and Technology). Security is a very sensitive matter for the organization since it deals with critical technologies. The institute is looking for a Security Agency on job contract basis, which can provide security of high degree with expertise in the latest techniques of security of sensitive installations against terrorism/ sabotage/ theft/ pilferage etc. The Security Guards/ Security Supervisors are to be deployed for 8 hrs. in three shifts in such a manner that continuity at all time and on all days is maintained.

The agency should deploy only Ex-Servicemen/ retired employees of para-military forces for the job.

**INSTRUCTIONS/ GUIDELINES FOR TENDERERS**

1. A copy of the Scope work/contract and terms and conditions is enclosed in Appendix-II.
2. An affidavit as per Appendix-III should accompany the tender.
3. This tender form along with Appendix-I, II & III should be submitted in original with the Technical Bid. The rates should be filled in the Price Bid format (Appendix-IV) and to submit in another sealed cover. Infringement of this condition shall render the tender liable to rejection.
4. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
5. Unsealed, conditional ! telegraphic/ fax tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
6. Tenders must be accompanied with Earnest Money Deposit (EMD) of a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft/ Pay Order from a nationalized bank and drawn in favour of Section Officer, CoEFM and payable at Ludhiana.
7. No firm/ organization is exempted from furnishing the EMD under any circumstances.
8. EMD deposited with CoEFM in connection with any other tender will not be considered/ adjusted against this tender.
9. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten.
10. The last date and time of receipt of tenders is upto 1400 hrs. on 03.03.2017 Tenders received after the due date and time shall not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects and the same should be dropped in the tender box at Section Officer or sent by Registered/ Speed Post of India Post only. Tender sent through private couriers will not be accepted.
11. The Technical Bid shall be opened at 1500 hrs. on 03.03.2017 in the presence of indenting tenderer(s) or their authorized representatives who may wish to be present at that time.

12. In case the date of receipt or opening of tenders is declared a Govt. holiday then the date of receipt/ opening of tender will be the next working day at the same time.
13. The tenderer may inspect the areas where the services are to be provided for assessing the work involved during office working hours with prior appointment.
14. Sct.-In-Charge in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/ relax any term and conditions of the tender.



**TECHNICAL BID****“Round-the-Clock Security”**

1	Name of the Organisation/Firm, location of office with complete address with Telephone/Fax nos. and e-mail address.	
2	Name of Organization (whether Private/ Public Sector Undertaking/ Sole Proprietor/ Partnership/ cooperative Society etc.) Documentary proof to be attached. ( In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/ partner for signing the documents for this tender be attached)	
3	Does the firm have an experience of providing security services in a single contract with any Autonomous Body/ Government Organization where the minimum number of persons deployed was more than 50 in the last five years? If yes, submit names of minimum three (3) organizations(s) along with a certificate certifying that the applicant firm has executed a contract, satisfactorily, where 50 or more than 50 Security/ Fire personnel were deployed.	
4	Financial resources, assets in terms of firm's property (fixed and moveable) held.	
5	A copy of latest audited Balance Sheet attached.	
6	Solvency certificate of an amount not less than Rs.10 Lakhs Issued by a nationalized bank within the last six months is attached.	
7	TAN / PAN of the firm	
8	Whether registered with the Labour Dept. of the State/any other State/UTI Central Govt. if yes, mention number and date along address of the registering authority. Also attach an attested copy of the registration certificate.	
9	Does the firm have EPF, ESI Code nos. issued by the concerned Enclose the copy of same.	
10	Has the firm attached containing scope of work, terms, etc. duly signed on all pages?	
11	Has the firm attached an Affidavit in the prescribed format as at Appendix-III ?	
12	Has the firm submitted 25,000/- valid for 180 days? If so, details of Demand Draft /Pay order from Nationalized Bank ?	
13	Service Tax Registration, same may be attached.	
14	Does the firm has registration with Police authorities. If so, registration particulars?	
15	Any other information	

Place :

Date :

Signature of Tenderer

Address:

**Particulars of job specification are as follows :-**

- (a) The contractor should assume complete responsibility for the security of the property, stock and premises of the Institute/ Colony Campus under his supervision. He shall be liable to make good of the loss due to theft, pilferage etc. on any other account due to negligence of the personnel provided by him.
- (b) The contractor should arrange to safeguard the materials and properties of the Institute by posting his staff in such a manner as shall ensure that :-
  - i) All the earmarked security points and surrounding areas should be managed in such fashion under the supervisor of his own supervisor so that security guards are available/ deployed in all the three shifts of 8 hours round the clock on all the days of week including off days and holidays. Number of Security points may be increased or decreased at the discretion of the competent authority.
  - ii) Ex- security supervisor will also be deployed by the contractor in such way that round the clock supervision can be ensured. The supervisors shift should be such that they are able to keep track of the security activity (**Shift times A-06:00 hrs to 14:00 hrs. 14:00 hrs. to 22:00 hrs., 22:00 hrs. to 6:00 hrs. A.M.)** Before the deployment, the Contractor has to prepare a Duty Roster for the deployment of the Security Guards/ Supervisors at the CoEFM. However, the deployment may be subject to change. The duty Roster has to be made available to the Security Officer for inspection and after that any change in the Duty Roster will NOT be made without prior consent of the Security Officer. In addition to this the contractor has to deploy his own supervisor at his own cost for the overall supervision of deployed security person.  
The Institute needs services of **One** Security Supervisors and **Thirteen** Guards for development to ensure the safety and security of premises under its jurisdiction in the CoEFM Colony/ CoEFM Campus.
  - iii) Every aspect of the Security including protection of vital installations, prevention of theft, prevention of unauthorized movement of Institute goods and any other security related work in the experience of Institute interest.
  - iv) Protecting the Building/ fixture/fitting/materials from theft, fire and rescue operation
  - v) Detecting/ tracing persons involved in theft and reporting the matter to the Authorities concerned.
  - vi) Screening and recoding of all incoming and outgoing men and materials vehicle in the Campus.



- vii) **Verification of Gate passes and visitor identity etc. in the Campus.**
- viii) Introducing and implementing anti-theft measures.
- ix) Reporting of cases of the theft to the Institute. Police through office and all other concerned including Institute authorities in emergency and arrangements for first aid.
- x) Providing escort services for men, material and valuables within the Campus.
- xi) Prevention of entry of unauthorized person to the Campus premises, with due regard to vigilance of the entire campus.
- xii) Prevention / fighting of any kind of hazards, prevention of terrorist activity, to carry out safety drill/ MOCK drill from time to time and using various alarm system.
- xiii) The contractor will not allow grazing of any type of animal/ unauthorized persons to roam about or to cut trees/ grass/ firewood or damage any civil or electrical work/ fittings or to jump or damage the boundary wall from any side of the campus under their jurisdiction.

**Terms and conditions of job contract :-**

1. Bidder must be from Registered security agencies/ firms holding licence as applicable under Contract Labour (R&A) Act and having experience and expertise in providing Security services in CoEFM /or its National Laboratories/ Govt./ Semi Govt./ Public/ Private sector/ Business House/ Industry of repute who employ the persons trained for providing security.
2. The firm must be registered with Licencing authority & Labour Commissioner of any state/ Union Territory of India.
3. Scientist-In-charge, CoEFM, Ludhiana does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reasons whatsoever.
4. Canvassing in connection with the tenders is strictly prohibited and the tenderer of anyone resorting to canvassing will be liable for rejection on that ground alone.
5. The bidder(s) shall specifically declare that he is related to any officer in CoEFM/ or in any of the Laboratories/ Institutes of the CoEFM, If any, then details of such relationship have to be furnished along with Part- I of this Tender document.
6. At the time of opening tender either the proprietor or his duly authorized representative should be present.
7. Any consideration agreed to by the authorized representative of the Agency will be deemed to have been agreed by the proprietor of the Agency.
8. Conditional tenders are liable to be rejected.
- 9.i) **The contractor shall deploy the persons properly trained as guards and supervisors below the age of 60 (Sixty) years, in 3 (three) shifts of 8 (eight) hours each Supervisory Officers shall be available on full duty hours. A copy of the fortnightly duty-roster of guards/ supervisory staff will be made available by the contractor to the authorized officer of the Institute.**



- ii) The contractor shall deploy only Ex-subedar or Nb Subedar of the Indian Army or analogous rank of the Indian Navy/ Air Force/ Para-Military forces to carry the Supervisor's duty.
  - iii) The Contractor shall be liable for consequences if they engage any such security personnel against whom criminal case is pending at any court of law.
  - iv) The Contractor shall deploy only such persons who carry "A" Category medical certificate.
  - v) ID, Aadhar No. for each individual
10. The Contractor will be responsible for full duty hours security in CoEFM Campus including on Sundays and other closed holidays for which admissible leave relief is payable as per rule. Similarly in cases of exigencies additional security personnel are required to be provided by the contractor on agreed wages/ service charges basis.
  11. The contractor shall maintain a register for marking the attendance by his worker deployed by them, which shall be seen and verified.
  12. The guards on duty at the gates will ensure that only the authorized persons enter the Campus after proper verification.
  13. **Two pairs of good quality uniform, two pairs of boots, one jersey woolen for winter will be provided by Agency to each Security Guard and Supervisors with details as under :**

**A. Summer dress** (to be supplied before 30<sup>th</sup> April, 2017)

Sr. No.	Item	Quantity
1.	Shirt	02 Nos.
2.	Trouser	02 Nos.
3.	Boots	02 pairs
4.	Shocks	02 pairs
5.	Barret (For Guard and Supervisor) or Pagri	1 for each
6.	Belt Leather	1 for each
7.	Line yard	1 for each
8.	Whistle	1 for each
9.	Shoulder Badge/ Manogram of the Security agency	1 for each
10.	Stars (for Security Supervisor)	2 pair for each Supervisor
11.	Turban/ Cap	1 for each
12.	Name Plate	1 for each

**B. Winter :**

Jersey Woolen-I for each (to be supplied before 30<sup>th</sup> Oct., 2017)

**C. Rainy Season :-** (to be supplied before 30<sup>th</sup> June, 2017)

Sr. No.	Item	Quantity
1.	Gum Boot	2 pair for each post, including Supervisor
2.	Rain Coat	2 pair for each post, including Supervisor

Note : The uniform type, quality and sample needs to be approved by Scientist Incharge.

Uniform & Insignia of Security Guard/ Supervisor(s) should not resemble the uniform of Army/ Navy/Air Force/ Para-Military Force & Central/ State Police.



14. In case of any theft, loss the matter will be reported to the office. If after a department enquiry, It is found that the loss has occurred due to negligence of the contractor's guard/ guards on duty, the Scientist-in-charge, CoEFM, Ludhiana will have full powers to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Scientist Incharge, CoEFM, in this regard will be final and binding on the contractor.
15. During surprise checks by any authorised officer of the Institute, if a particular guard is found negligent/ sleeping/ drunk on duty the contractor have to withdraw the guard from the campus forthwith, which may even, entail cancellation/ termination of contract for the rest of the period. The contractor shall replace any security guard or supervisor if so advised and deemed necessary.
16. The contractor will have to carry out the instructions regarding security issued by the institute from time to time.
17. List of security guards and supervisory staff deputed by the contract in CoEFM will be submitted by the contractor to the Section officer which will contain the name, age, qualifications and permanent address, the Army/ Air/ Navy command Unit/ Para-Military from where the person has retired, the date of retirement, number of Pension Payment Order fro the record of CoEFM along with a Xerox copy of the discharge book. Changes or New deployment shall be made in consultation with S.O./ Security officer with due approval of Scientist Incharge.
18. The Security Agency shall be fully conversant with the latest techniques of security of sensitive and vital installation against sabotage/ terrorism etc.
19. The lump sum rate agreed to by CoEFM and the contracting agency shall be paid during the period of the contract. However, additional payment on account of enhancement of statutory/ legal charge such as variable. DA etc. will be paid over and above the lumpsum rate agreed upon from the date as applicable.
20. It is the responsibility of the Contractor to make payment to his workers latest by 7<sup>th</sup> of every month POSITIVELY and claim reimbursement thereafter. The contractor, in the presence of officer(s) nominated by the Institute, shall make payment to his worker, wages shall not be less than the minimum wages under the minimum wages Act applicable for CoEFM/ Central Government, whichever is higher. CoEFM reserves the right to check periodically payment of wages made by him to his worker. In case of late payment the Rs. 500/- per day may be deducted from the monthly bill of the contractor.
21. EPF/ ESIC Contribution : Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this a copy of the EPF and ESIC registration Certificate must be submitted along with PART-I of the Tender without which the tender /offer will not be considered. **Those contractors who are not registered with EPF and ESIC authorities at CoEFM will have to obtain Sub-Registration Number / Sub Code Number from EPF and ESIC authorities at LUDHIANA along with tender from or before submission of Tender.** It shall be the responsibility of the contractor to deposit EPF & ESI contribution to the concerned authorities and in the local bank authorized for the purpose, within the stipulated time as per rule. In addition to this the contractor shall produce EPF/ESIC account no. of its individual contract workers within one month from the date of payment, failing which appropriate action will be initiated by the Institute.



22. In the event of a guard not reporting for duty, alternate arrangements will be made by the contracting agency.
23. The contractor shall ensure his presence at a short notice when required by the Management.
24. No residential accommodation will be provided to the security guards/ security supervisors. However, the Institute may provide only relieving room (only for off duty staff of the day).
25. The number of security guards and supervisors are to be deployed in such a manner so as to ensure that each post is manned round the clock on all days.
26. The Scientist Incharge, CoEFM, Ludhiana reserves the right to cancel / terminate the contract at any time during the current contract after giving three months notice to the contractor. The contractor on his part will be required to give three months notice.
27. **Income Tax and other dues as applicable from time to time by the Govt. shall be deducted at source from the monthly bills of the contractor.**
28. Guard(s) should not be deployed on double duty except under exceptional circumstances during consecutive duty timings. In case such a deployment is noticed in routine, the payment of such guards shall not be made to the contractor.
29. The contractor shall also be responsible to provide other benefits to the staff engaged by him under the Social Welfare Legislation Acts like Workmen's Compensation / ESI, Provident Fund, Bonus etc. as admissible under the Rules and CoEFM shall not be responsible for any claims of staff engaged by the contractor for CoEFM security.
30. The Scientist Incharge, CoEFM shall have the right to adopt any measures/ set-up a system for ensuring proper performance of duty of his worker deployed by the contractor, their being in proper uniform, equipped with batons/ lathis, torches whistles, punctuality etc. The number of manpower may be increased depending upon the exigency of work load to be assessed by CoEFM, Ludhiana and intimated to the contractor.
31. The minimum rates of wages include also the wages for weekly day of rest.
32. **Validity of Offer : -**  
The offer will be kept valid for acceptance for a period of 90 days from the date of opening of tenders.
34. Period for carrying out the work will be **one year or less than that depending** upon the performance, unless terminated earlier at the option of Scientist Incharge, CoEFM or on the happening of any of the circumstance as mentioned below :
  - a) If, Scientist Incharge, CoEFM terminates the contract for any reason whatsoever on giving at least three calendar month's written notice.



- b) If the contractor fails or neglects to render the said service or any of them to the satisfaction of Scientist Incharge, CoEFM or if the contractor commits breach of any of his obligations hereunder and /or.
- c) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of its properties and assets.

The contractor also will have to give three months notice for discontinuing his work.

- 35. Scientist Incharge, CoEFM reserves the right to award the whole contract to one contractor or award the contract in two or more parts at his discretion.
- 36. Before tendering, on Job Contact basis the bidder(s) should inspect the site of fully acquaint himself about the condition with regard to No. of persons to be deployed, accessibility of site, nature and extent of ground, working condition at site etc. required for the satisfactory execution of the work. No claim whatsoever on such account shall be entertained by the Institute in any circumstances.
- 37. Any compensation for disengagement on account of death, disability of any Security Guard provided for deployment in the CoEFM campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
- 38. The contractor shall not sublet this contract or any part thereof to any other party.
- 39. The contractor or Security Guards engaged by him will not be on the payroll of the CoEFM and will not be entitled to any benefit as applicable to the employees of CSIR/CoEFM.
- 40. The decision of the Scientist Incharge, CoEFM regarding any disputes whatsoever arising out of the contract will be final and binding on the Contractor.
- 41. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- 42. The Scientist Incharge, CoEFM reserves the right to accept or reject any quotation without assigning any reasons.
- 43. In case, integrity, character and behavior of any of the contractor's Security Guard(s) is found doubtful, he would be replaced by contractor on receiving instructions from the authorized officer.
- 44. When the Security Guards supplied by the Contractor fail short of the specified number. CoEFM reserves the right to debit proportionately per absentee man day from monthly payments due to the Contractor besides imposing penalty in discretion of the Scientist-in-charge, CoEFM.



45. The Contractor should quote the rates applicable/ to be paid for Security Services as Statutory Payments :-

Description	Security Supervisor	Semiskilled/ Security Guard as given in Financial Bid 14 Nos.
Wage	Rs.	Rs.
* EPF-Employers Shares -	Rs.	Rs.
* ESI-Employers Shares -	Rs.	Rs.
Bonus % (as per eligibility) Limited to Rs. 7000/- per annum.	Rs.	Rs.
Service Tax	Service Tax will be paid as per government rule.	
Uniform	Uniform will be provided by the contractor as per value mentioned at the tender. The uniform will be purchased by the contractor along with the internal purchase committee after the approval of Sct-In-Charge. <b>He should provide two summer uniform, within the one month of possession of the contract. And two sets of winter uniform should provided in the month of October. Two pairs of boot will be provided.</b>	
Service Charge	Variable component to be quoted in the financial bid format enclosed along with this tender. In general party will be selected on lowest basis of Quotation value; however point No.46 (below) may be taken in to consideration.	

46. Previously it has been noted that due to very low figure of service charges contractor fail to provide good service, therefore, it must be ensured that service charge Quoted should not be unreasonable. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income tax at source, development of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt./Statutory bodies in addition to proper supply of uniform & other related things.
47. Presently additional payment is being made to compensate for three holidays on 26 January, 15 August and 2<sup>nd</sup> October to the Security Guards engaged through Contractors as security work has to be carried out full duty hours in all 365 days of the year.
48. Indemnity Bond of appropriate value has to be executed on award of contract within seven days of award of contract. The contractor shall be able to install security system within seven days.
49. The persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CoEFM/CSIR shall accrue/ arise implicitly or explicitly.



50. EMDs of unsuccessful bidder(s) will be refunded within two months from the date of opening of the tenders. Tenders without earnest money will not be considered. Earnest Money shall be forfeited if the successful bidder(s) fails to sign the formal agreement (on the Judicial stamp paper of appropriate value sample of which is enclosed at Annexure-I) within seven days from the date of intimation to that effect or fails to start the work given in the work order and the contract will be awarded to another party at the discretion of competent authority. In such cases no claim for refund of EMD will be entertained in any circumstances. Please refer Point No. 01 of General instructions and Annexure-I.
51. This Security deposit will be required to be furnished within 10 days from the date of award of contract and may be utilized by Scientist, CoEFM, as and when required. Security deposit will be refunded to the contractor along with the earnest money of Rs.....(Rupees.....) after satisfactory completion of the contract. (Please Refer to Point No.2 of General Instruction).
52. No facility whatsoever that may be available to the employee of CoEFM shall be extended to the personnel provided by the contractor.
53. Contractor may provide Salary Slip to each and every staff deployed by them in CoEFM.

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**General Instruction :**

**1. Earnest Money :-**

The Earnest Money is amounting to Rs. 25,000/- (Rupees Twenty five thousand only) which is to be deposited through demand draft / PO payable at "Industrial Research Fund", Ludhiana. Demand Draft/ PO as above is to be enclosed in the Part-I of the tender. Tenders received without earnest money deposit shall be summarily rejected.

2. The Successful bidder(s) will be required to furnish, as a security deposit. Bank Draft/ Bank Guarantee, duly endorsed for Rs. 2,00,000/- (Rupees Two lakh only) from a National Bank in favour of "Industrial Research Fund", Ludhiana with a validity for 14 months.
3. The bidder(s) must quote the lump sum amount in figures as well as in words in the enclosed format please refer point no. 42. The amount of each item should be worked out and the total given.
4. The Contractor must sign and submit each paper of the Tender document in Part-I of their offer in token of his accepting terms & conditions of Tender document.
5. Application, enclosing the documents as mentioned at Part-I except the Earnest Money, for issue of tender document should be made to the Section Officer, Administrative, CoEFM from ..... to ..... upto 3:00 P.M. The applicants fulfilling these conditions will be issued Tender Document from Section Officer at 1500 hrs. on .....on submission of Demand Draft/P.O. Drawn in favour of "Industrial Research Fund", MERADO for Rs. 500/- (Rupees Five Hundred only) (non-refundable) payable at CoEFM.

While submitting the tender, the Part-I and Part-II shall be kept separately in two different sealed envelops with superscription on each envelop as "Part-II" as the case may be. Both these envelops should be kept in a covering envelop super scribed with "Tender for Contract for providing Security Services to the CoEFM, Ludhiana-6" for protection of officer installation at CoEFM Campus for the period of one year".



6. Tenders will be received up to 3:00 P.M. on \_\_\_\_\_ and will be opened at 3.30 P.M. on \_\_\_\_\_ in the presence of bidder(s), if any, in the Conference Room, CoEFM, Ludhiana. Tenders should be submitted in the General Section of the Institute before the closing date & time. In case tenders are sent by post, these should be sent by Regd. Post/ Speed Post addressed to Section Officer, CoEFM, Ludhiana. Tenderers are to ensure that they post the tender well in advance so as to reach before the closing time and date indicated CoEFM will not be responsible for any delays.
7. Tenders received after 3:00 P.M. on \_\_\_\_\_ whether sent by post or delivered in person are liable to be rejected.
8. In the event of any contradiction in the workings/ meaning/ interpretation between the tender terms and the enclosed agreement format, the wordings/ meaning/ interpretation of enclosed agreement shall be treated final and binding for all purposes.
- .....

**Part- I shall contain :**

- i) Earnest Money of Rs. 25,000/- (Rupees Twenty five thousand only) by way of Demand Draft in favour of "Industrial Research Fund", MERADO, Ludhiana (please refer point 01 of the General Instruction for details).
- ii) Up-to-date Income Tax clearance certificate/ or copy of the latest return filed.
- iii) Experience certificates i.e. Proof of having done a minimum of three jobs each of providing at least 18 number of manpower for security in CSIR or its National Laboratories/ Govt./Semi Govt./Public/ Private Sectors Undertakings/ Business houses/ Industry of repute who employ persons trained for providing such services must be submitted along with Part-I of the tender.
- iv) Last year's annual turnover report (Please refer point 01 of Terms and conditions of job contract).
- v) The firm/ Contractor should have satisfactorily completed at least three similar works aggregating to 3 years, each costing not less than Rs. 10,00,000/- (Ten Lakhs only).
- vi) No relation certificate (please refer point Terms and conditions of job contract).
- vii) Registration Certificate from Punjab Govt./any State/U.T., as per provisions of Contract Labour (R&A) Act 1970, EPF & ESIC registration certificates, shop and establishment certificates etc. Tenders without these documents shall be summarily rejected.
- viii) The Contractor must provide address of the firm, Tel./ Mobile No. along with Part-I.
- ix) The Contractor must furnish the last six months Bank statement of Company Account.
- x) A EPF, ESIC and other account details at Ludhiana or undertaking that an account shall be opened within 10 days as per clause 19.
- xi) Appendix-I (Affidavit)
- xii) Registration with Police authorities.
- xiii) Service Tax Registration no.



**Part- II shall contain:**

Offer of the contractor on his letter head as per enclosed format duly signed with date and contact address, Telephone/Mobile No., Fax, e-mail I.D., and shall contain lump sum monthly amount including all statutory payments, uniform charges, reasonable service charge as referred clearly in the Point no. 43.

(Use your own letterhead)

## Format of Financial Bid (Part-II)

(Please refer point no.12 of Terms & Condition of tender for instruction)

To,  
The Scientist Incharge,  
CSIR-CMERI Centre of Excellence for Farm Machinery,  
Gill Road, Ludhiana.

### PRICE BID

Sub.: "Round-the-Clock Security Services at CSIR-CMERI CoEFM, LDH".

Tender No.....

Dated:.....

**BIDDER IS REQUESTED TO QUOTE ITEM, RATE & AMOUNT FOR DEPLOYMENT OF COMPETENT SECURITY PERSONNELS AS PER THE TERMS CONTAINED IN THE TENDER DOCUMENT FOR ROUND THE CLOCK SECURITY SERVICES AT THE CSIR LAB**

Sl. No.	Particulars of payments	Security Supervisor/ Security Guards (As per tender document) (No. of Guard-14)	Remarks, if any
1.	Minimum wages per head as per Act.		
2.	EPF Contribution @ %		
3.	ESI Contribution @ %		
4.	Bonus % limited to Rs. 7000/- per Annual .		
5.	Uniform		
6.	Service charges @..... % of minimum wages.		
7.	Sub-total of S. No. 1 to 6		
8.	Service Tax @____% on Subtotal at Sr. No.6.		
9.	Total amount per head per month for each Guard (i.e.Col.+8)		
10.	Grand Total per month for _____ Guards _____ as per eligibility in the tender document.		

(Grand total in words Rupees \_\_\_\_\_ only per month for \_\_\_\_\_ Security Guards \_\_\_\_\_ and Supervisor \_\_\_\_\_ .

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

Place :  
Date :

Signature of tenderer  
Address :

Tel.No./Fax No./Mobile :  
E-mail address:

Official Seal



**\* Points to remember before Quoting Service Charges:-**

Previously it has been noted that due to very low figure of service charges contractors fail to provide good service, therefore, it must be ensured that he should take consideration of all aspects and it should not be abysmally low for fulfilling his contractual obligation. Contractors, before quoting for service charge must ensure that they should take into consideration various aspects such as deduction of Income Tax at source, deployment of their own supervisor(s) responsible for effective control, other expenses to run the establishment effectively, payment of statutory charges to their contract persons as well as to the state Govt./statutory bodies.

**Please quote service charges accordingly.**



**APPENDIX-I**

**AFFIDAVIT**

I/We \_\_\_\_\_ (Name) Contractor/Partner/Sole  
Proprietor (strike out word which is not applicable) of the (Firm)

do hereby solemnly affirm and declare that the individual firm/ companies are neither block-  
listed by the Union or State Government nor any Partner/Shareholder thereof is directly or  
indirectly connected with or has any subsisting interest in business of my/ our firm.

**DEPONENT**

Address: \_\_\_\_\_

**Verification:**

Verified that the contents of above affidavit are true and correct to the best of my knowledge and  
beliefs. No part of it is false and nothing has been kept concealed there from.

**DEPONENT**

Place : \_\_\_\_\_

Dated: \_\_\_\_\_

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Comm



### **Security Services**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Quantity</b>
1.	Security Supervisor	01
2.	Security Guard – Semi Skilled	13
	<b>Total</b>	<b>14</b>



**CSIR-CMERI Centre of Excellence for Farm Machinery**  
**Gill Road, Ludhiana.**

**Name of Work : "Contract for providing Staff for Security arrangement at CSIR-CMERI CoEFM, Ludhiana a period of two year".**

**DETAILED STATUS OF THE FIRM**

1. Name of the Firm :- \_\_\_\_\_
2. Registration No. :- \_\_\_\_\_
3. Licence No. Issued by :- \_\_\_\_\_  
Regional Labour Commissioner (Attach Copy)
4. Valid upto :- \_\_\_\_\_
5. EPF Account No.:- \_\_\_\_\_  
(Attach Copy)
6. ESI Registration No.:- \_\_\_\_\_  
(Attach Copy)
7. PAN No. :- \_\_\_\_\_  
(Attach Copy)

8. Annual turnover :- \_\_\_\_\_  
During last five years

Year	2011-2012	2012-2013	2013-14	2014-15	2015-16

9. Proof of Annual turnover :- \_\_\_\_\_
10. Experience :- \_\_\_\_\_
11. Customers Satisfaction certificate, if any \_\_\_\_\_  
issued by the Deptt. where the contractor (Attach Copy)  
is rendering services
12. Is organization certified for quality such as ISO etc. YES/ NO
13. EPF Sub Registration No. at Ludhiana.
14. ESIC Sub Registration No. at Ludhiana or undertaking that within 10 days of award of contract the contractor shall obtain the same, prior to **assuring** the contract.
15. Communication Details :
  - (a) Address
  - (b) e-mail
  - (c) Tel. No. Mobile No. :
  - (d) Fax No.
  - (e) Addl. Information if any

**Agreement for Annual Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI-CoEFM, Ludhiana-141006.**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 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) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

M/s \_\_\_\_\_ at \_\_\_\_\_  
(hereinafter referred to as contractor which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for Contract for House Keeping, Horticulture and Manpower Service at CSIR-CMERI-CoEFM, Ludhiana-141006 (Name of the lab./Instt.) which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt) and whereas the contractor has offered to provide the personnel on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to CSIR-CMERI-CoEFM & 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 "Annual Contract for House Keeping, Horticulture and Manpower service at CSIR- CMERI-CoEFM, Ludhiana – 141006" which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt) .

AND WHEREAS the Contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs. \_\_\_\_\_ by way of Cash / DD deposit / Bank Guarantee or Fixed Deposit Receipt.

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

**A. GENERAL CONDITIONS :**

1. That is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR implicitly or explicitly.



2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Scientist Incharge of the Lab./Instt. or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Scientist Incharge of the Lab./Instt. for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Scientist Incharge of the Lab./Instt. or the officer designated by the Scientist Incharge in this respect from time to time.

3. That the Scientist Incharge of the Lab./Instt. or any other person authorized by the Scientist Incharge shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.

4. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab./Instt./CSIR in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Scientist Incharge of the Lab./Instt./CSIR in case of any of the aforesaid acts on the part of the said person.

5. The number of Un-skilled, Semi-skilled and Skilled manpower will be purely need based. Therefore, the number of Contractor's worker may be increased or decreased as per requirement. The Scientist Incharge, CSIR-CMERI-CoEFM will be under no obligation to engage any specific number of Contractor's worker during the period of contract.

## **B. CONTRACTOR'S OBLIGATIONS**

1. That the contractor shall carefully and diligently perform the work assigned to him by the Officer of CSIR-CMERI-CoEFM, Ludhiana for the work "Annual Contract for House Keeping, Horticulture and Manpower service at CSIR – CMERI- CoEFM, Ludhiana – 141006".

2. That the contractor shall provide various categories of manpower as and when required.

3. That for the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duties.

4. That the Contractor shall submit details, such as names, age, sex, parentage, residential address(present & Permanent), etc. along with a copy of latest passport size photograph 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 for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

5. 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 officer of concerned Labour department and CSIR/Lab./Instt..

6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.



7. That the Contractor shall at his own cost, 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 (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/regulations and/or statutes that may be applicable to them.

8. That the Contractor shall be liable to payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.

9. 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 wage 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 provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

10. 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 in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Scientist Incharge of the Lab./Instt. a sum as may be claimed by Lab./Instt./CSIR.

11. The contractor will make payment to his workers on monthly basis. However, if any worker has not continued his service and has not worked for one full month, the payment will be made to him on per day basis for the number of days he has worked.

12. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR.

13. That the Contractor shall submit the proof [i.e. money receipt (indicating the amount against each of the employee's name) issued by the respective authority] of having deposited the amount of ESI, EPF, Service Tax & Professional Tax towards the persons deployed at CSIR Lab./Instt. before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards EPF, ESI, Service Tax & Professional Tax contribution will be withheld till submission of required documents.

14. That the contractor shall ensure the deployed manpower must wear proper uniform Badges displaying their names alongwith I-Card issued by Contractor. The uniform and other needed materials will be provided by the contractor at his own cost. They should maintain personal hygiene and should behave politely and be amenable to discipline. Colour of uniform will be as under:



i. Male: Gray Shirt & Trouser, Black Belt and Black Shoe, Jacket, Turban.

15. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab./Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab./Instt. either explicitly or implicitly.

16. The security money will be refunded to the contractor, upon satisfactory performance of the contract within one month of the expiry of the contract.

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

18. 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.

19. 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.

20. 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 officials of the Lab./Instt. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration/Administrative Officer/Section Officer of the Lab./Instt. shall make suitable arrangement to ensure compliance.

21. That 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, movable and immovable, 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.

24. Full manpower will be engaged on daily basis for Horticulture, Housekeeping and other services as per schedule or instructions of Officer-in-charge.

25. It is contractor liability to make the payment to the labour as well as leaves as applicable as per Labour Laws.

### **C. CSIR's OBLIGATIONS :**

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid on monthly basis. In this regard, the contractor will raise his bill by 3<sup>rd</sup> day of every month which will be duly certified by the officers designates by CSIR-CMERI-CoEFM, Ludhiana. CSIR-CMERI-CoEFM, Ludhiana will process the bill so raised and make



payment to the contractor least by 10<sup>th</sup> day of the month. Contractor will pay the wages to his manpower deployed in CSIR latest by 7<sup>th</sup> day to each month. The contractor would be required to ensure the payment of its workers by 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor's bill by CSIR-CMERI-CoEFM, Ludhiana.

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 Govt. 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 services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

#### **D. PENALTIES/LIABILITIES :**

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

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

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

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of \_\_\_\_\_. This agreement may be extended on such terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies:-

a) On the expiry of the contract period as stated above.

b) By giving one month's notice by CSIR on account of:

i) committing breach by the Contractor of any of the terms and conditions of this agreement.

ii) assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Lab./Instt.

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.

d) 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 the notice period or till such time a decision is arrived at.

#### **F. ARBITRATION :**



1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DG,CSIR or his nominee.

2. The award of the arbitrator shall be final 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. The arbitrator so appointed shall be entitled to proceed with the reference from the stage where it was left by his predecessor or start afresh as the case may be.

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

5. 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. The fee of the Arbitrator shall be shared equally by both the parties.

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

For and on behalf of For and on behalf of  
the Contractor \_\_\_\_\_

For Council of Scientific & Industrial Research  
Anusandhan Bhawan,  
Rafi Marg, New Delhi – 110 001.

WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_