

CSIR- Indian Institute of Integrative Medicine

(Formerly known as Regional Research Laboratory, Jammu)

Canal Road, Jammu – 180 001 (INDIA)

Email:coa.iiim@iiim.res.in Phone: 0191-2585025, Fax No.-0191-2585026

NIT No.-IIIM/Security/Works-21

Dated:16.02.2021

“FOR SECURITY SERVICES VIZ. “REGULATION OF MOVEMENT OF MEN,
MATERIAL AND VEHICLES AT THE ENTRY AND EXIT POINTS OF THE CSIR-IIIM,
Jammu, CSIR-IIIM(Branch) Lab., Srinagar and its associated Farms AND GUARDING
OF VITAL INSTALLATIONS AT CSIR-IIIM, Jammu, CSIR-IIIM(Branch) Lab., Srinagar
and its associated Farms”

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**E-BIDDING through GeM
FOR**

**SECURITY SERVICES VIZ. “REGULATION OF MOVEMENT OF MEN, MATERIAL AND
VEHICLES AT THE ENTRY AND EXIT POINTS OF THE CSIR-IIIM, Jammu, CSIR-
IIIM (Branch) Lab., Srinagar and its associated farms
AND GUARDING OF VITAL INSTALLATIONS AT CSIR-IIIM CAMPUS, JAMMU, CSIR-
IIIM (Branch) Lab., Srinagar and its associated farms.”**

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CRITICAL DATE SHEET

Publishing Date of Bid on GeM portal	18.02.2021
Bid Duration period	15 days
Bid submission start	Will be defaulted to the date and time when bid is to be published
Bid submission end date	05.03.2021 at 3:00 PM
Bid Opening date	05.03.2021 at 3:30 PM

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NOTICE INVITING e-TENDER

Online bids are invited through Government-e-Marketplace (GeM) on behalf of Director, CSIR-IIIM, Jammu for providing **Security Services** of the estates and installations at CSIR-IIIM Campus, Jammu, IIIM (Branch) Srinagar and its associated Farms on Civilian rates notified by Chief Labour Commissioner (Central)/DGR from renowned, experienced, well established and registered Contractors/Cooperative Societies/Agencies. They should be registered with Central/State Labour Dept. and possess a valid Labour License under the provisions of Contract Labour (Regulation and Abolition Act), 1970 for Security Services and also registered with Private Security Agencies (Regulation) Act, 2005, ESIC, EPF, GST Authorities and having executed similar works satisfactorily during the last five financial years (From 1st April 2015 to 31st March 2020) either in CSIR or in Government Departments/ Public Sector Undertakings / reputed private organizations. The details of the services to be provided are as follows:-

S.No.	Name of Work	Estimated Cost per Annum (Excluding Service charges and GST)	Duration
1.	SECURITY SERVICES VIZ. “REGULATION OF MOVEMENT OF MEN, MATERIAL AND VEHICLES AT THE ENTRY AND EXIT POINTS OF THE CSIR-IIIM, Jammu, CSIR-IIIM, Srinagar and its associated farms AND GUARDING OF VITAL INSTALLATIONS AT CSIR-IIIM CAMPUS, JAMMU CSIR-IIIM, Srinagar(Branch) and its associated farms	2,08,03,392/-	For a period of 01 years with extension of further 01 year on satisfactory performance/ services of the security agency)

Bids are invited through Government-e-Marketplace portal and tender document can be downloaded from the GeM Portal/Central Public Procurement Portal (CPPP) <https://etenders.gov.in>. A copy of the tender notice is also available on CSIR-IIIM website <https://www.iiim.res.in/> (for reference only). Please note that the submission of the tender/bid is only through the Government-e-Marketplace(GeM portal) only.

Earnest Money Deposit (EMD): As per OM No.F.9/4/2020-PDD dated 12.11.2020 of Procurement Policy Division of Department of Expenditure under Ministry of Finance, in place of Bid security, Bidders are required to sign a **Bid security declaration** accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

- Director, CSIR-IIIM, Jammu reserves the right to reject any or all the tenders or to accept them in part or to reject lowest tender without assigning any reason whatsoever. Director, CSIR-IIIM also reserves the right to call off tender process at any stage without assigning any reason.
- Director, CSIR-IIIM reserves the right to reject agencies whose performance at completed/ongoing project(s) is/was below par and unusually poor and has been issued letter of restrain/Temporary/Permanent debar by any Department. Director, CSIR-IIIM reserves the right to verify the credentials submitted by the firm at any stage (before or after the award of work). If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm, then CSIR-IIIM shall take action as per CSIR-IIIM guidelines.

Sd/-

Controller of Administration

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GENERAL INSTRUCTIONS TO CONTRACTORS

1. Contractors are advised to study the bid document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specified in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected.
2. The prospective tenderers may satisfy themselves about the requirements by visiting the CSIR-IIIM, Jammu on any working day (Monday to Friday) between 9.30 a.m. and 4.00 p.m. before submitting their tenders.
3. The CONTRACTOR shall obtain the necessary license under the Contract Labour (Regulation and Abolition) Act 1970 from the competent authority immediately on award of contract.
4. The personnel deployed should have undergone basic training of security in observation, concealment, handling of firefighting equipment, be able to identify the type of fire and douse the same.
5. In case the date of opening of tenders is declared a Govt. Holiday then the date of opening of the tender will be the next working day at the same time.

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The interested Firm may submit their respective bid complete in all respects, online in GeM Portal.

Eligibility for participation in the tender:

The Security Agency/CONTRACTOR must have:

1. Valid Establishment Regn./Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act etc.
2. Full Fledged Head Office/Branch Office located at Jammu. (The Office premises will be inspected by CSIR-IIIM Authorities before issue of award letter).
3. Registration under the Private Security Agencies (Regulation) Act, 2005.
4. Valid Registration Certificate with Labour Commissioner/Licensing Officer and holding a valid license.
5. EPF, ESIC and GST Registration.
6. Permanent Account Number (PAN)
7. Satisfactory work completion certificates along with work orders executed during the last five financial years (From 1st April 2015 to 31st March 2020) in major institutions like CSIR Labs/Scheduled Bank/Insurance Companies/ Central or State Government Departments/Public Sector Undertakings/ Large Industrial/ Educational Campuses/Reputed Corporate bodies (Phase/Part completion of work shall not be

considered for satisfactory completion of work for the purpose of experience). The Contractor must have successfully executed/completed similar security services, over the last three years i.e., the current financial year and the last three financial years:

a. One similar completed services costing not less than the amount equal to **80% of the estimated cost.** **OR**

b. Two similar completed services each costing not less than the amount equal to **50% of the estimated cost.** **OR**

c. Three similar completed services each costing not less than the amount equal to **40% of the estimated cost.**

The Work Completion certificate should mention the details of work executed, total completed value of work exclusively for SECURITY SERVICES, Date of commencement and completion of the work, details of the client, signature and seal of the authorized person issuing the certificate.

8. Current Solvency Certificate for an amount not less than Rs. 15.00 Lakhs issued by a Nationalised/Scheduled Bank.

9. Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30%(Thirty per cent) of the estimated cost.

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Following 02 (Two) parts shall be submitted through online at GeM portal by the contractor:

Technical Part: Bids of those contractors will be opened who will attach below listed documents

1. Valid Establishment Regn./Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act etc..
2. Valid License issued by the Police/Competent Authority to engage in Security Contract business as per Private Security Agencies (Regulation) Act, 2005 (PSARA2005).
3. Valid Registration Certificate with Labour Commissioner/Licencing Officer and a copy of valid license.
4. Bid Security Declaration.
5. Address proof of Head Office/Branch office located in Jammu in the name of firm.
6. Permanent Account Number (PAN).
7. Goods & Service Tax (GST) Registration.
8. Employees Provident Fund (EPF) Registration.
9. Employees State Insurance Corporation (ESIC) Registration.
10. Current Bank Solvency Certificate of an amount not less than Rs.15.00 Lakhs issued by a Nationalized/Scheduled Bank.
11. Copies of Income Tax returns for the last 03 (three) financial years.
12. Copies of Balance Sheet for the last 03 (three) financial years.

13. List of works completed during the last 05 (Five) financial years (From 1st April 2015 to 31st March 2020) as per Annexure-II and Satisfactory completion certificates along with copies of work orders.
14. Tender Acceptance letter as per ANNEXURE-III.
15. Affidavit on stamp paper of Rs. 200/- value as per ANNEXURE-IV.
16. Declaration of Relationship as per ANNEXURE-V.
17. Undertaking of the CONTRACTOR as per ANNEXURE-VI.
18. Bank Account details of the CONTRACTOR as per ANNEXURE-VII.

Note:

- 1) CONTRACTORS are required to submit the originals of all the documents uploaded by them in the GeM portal whenever asked by CSIR-IIIM. After verifying the original documents with the uploaded ones, the same shall be returned to the CONTRACTOR. If any information uploaded by the CONTRACTOR during the time bid submission, mismatch with the original document or not available in original document, the CONTRACTOR shall be liable to be debarred from tendering/taking up of work in CSIR-IIIM.
- 2) If any information furnished by the CONTRACTOR is found incorrect at a later stage also, he/she shall be liable to be debarred from tendering/taking up of work in CSIR-IIIM. The CSIR-IIIM reserves the right to verify the particulars furnished by the applicant independently.

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Financial Part of Bid

The contractor shall quote the price as per procedure adopted in the GeM portal.

1. Contractors are requested to submit the price part of Bid as per procedure provided in the GeM portal. Annexure-I regarding wage structure should be kept in mind while quoting prices.
2. All bids shall remain **valid for 45 days** from the date of publish. A bid valid for a shorter period shall be rejected by CSIR-IIIM as non-responsive. In exceptional circumstances, CSIR-IIIM may request the contractor to extend the period of validity.
3. If any contractor withdraws his bid within the validity period or makes any modification in the terms and conditions of the bid which are not acceptable to CSIR-IIIM, then CSIR-IIIM shall, without prejudice to any other right or remedy, be at liberty to suspend such contractor for the period of time specified in the request for bids document from being eligible to submit bids for contract with the entity that invited the bids.
4. **L1** will be decided by the lowest service charges/total price quoted by the CONTRACTOR as per compatible procedure adopted in the GeM portal. In case service charges/total price quoted by two or more agencies are equal, L1 will be decided by considering the total contract amount of all the completed valid works executed by the CONTRACTOR during the last five financial years and the CONTRACTOR having highest total contract amount as furnished in Annexure II, will be considered as L-1 for the purpose of award of work.
5. If any information furnished by the applicant is found incorrect at a later stage also, he/she shall be liable to be debarred from tendering/taking up of work in CSIR-IIIM.

The department reserves the right to verify the particulars furnished by the applicant independently.

6. **The Financial part of bid shall be opened only for those contractors/bidders who qualify the Technical part.**

FORMATS AND SIGNING OF BID

- i. The contractors shall digitally sign & encrypt their bids and upload the bids with all documents online at GeM portal.
- ii. The e-bid submitted shall be in properly readable form and encrypted as per GeM Portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions & GeM portal conditions shall not be considered. Any such bids received with vendor terms and conditions shall be liable for rejection.

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SCOPE OF WORK

The CONTRACTOR will provide security services by deploying personnel retired from Armed Forces on eight hours shift basis round the clock on minimum wages for employment of Watch and Ward personnel issued by Office of the Chief Labour Commissioner (Central), New Delhi from time to time. The details of the present wage structure is mentioned in Annexure-I.

The Schedule of work to be performed 'Round the clock' by the Security personnel is as follows:

- a) The guards of particular shift will be off from the duty only after the guards of the next shift report for duty. The shift/change will be after proper handing over/taking formalities in the register provided for this purpose.
- b) Every aspect of security for protection of all the installations and other material from theft, fire, pilferage, damage and encroachment etc., at CSIR-IIIM to be taken care of. These are to be reported to the management and concerned police authority wherever necessary.
- c) Regulation of entry of authorized persons and prevention of entry of unauthorized persons into the campus.
- d) Detection/tracing of outsiders or employees in case of theft and report such incidents to the competent authority immediately.
- e) Screening and recording of all incoming and outgoing persons/goods/materials and vehicles at the entrance / exit points of deployment.
- f) Maintenance of proper record of temporary/permanent out-pass details.

- g) Issue of gate-pass to visitors and checking 'in' and 'out' gate passes for goods/materials.
- h) Checking and immediate reporting of actual/attempted pilferages.
- i) Introduction and implementation of anti-theft measures.
- j) Liaison with local police authorities.
- k) Liaison with local fire-brigade officials in emergency.
- l) Safeguarding Flora & Fauna including all the trees of the CSIR-IIIM and its associated farms.
- m) Carrying out any other related task as may be allotted by the competent authority.
- n) Monitoring Bio-Metric attendance and CCTV
- o) Regulation of vehicular movement in campus and proper parking of vehicles in the campus.
- p) Covid-19 rules and precautionary measures to be followed.

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RESPONSIBILITIES OF CONTRACTOR:

1. The contractor/security supervisor will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. The security guards/supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders, sand and other fire fighting material available on the spot. They will also help the fire fighting personnel in extinguishing the fire or in any other natural calamities.
3. To keep and assist for first aid treatment always ready at premises in case of necessity.
4. One fire fighting expert/operator shall be deputed at site round the clock to attend all the fire fighting systems and the person should be well versed with all the firefighting equipment and extinguishers, with its operation and maintenance in case of necessity.
5. To provide night patrolling by your senior personnel periodically at least once in a week.
6. To periodically check the performance of your security guards by the senior personnel or as directed by the Director, or authorized representative.
7. To streamline work in accordance with the instructions given by the management from time to time.
8. To maintain regular contact with the management with regard to security arrangements and improvement.
9. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be driven out.

10. The guards on patrol duty should 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 personnel or by the outsiders or by stray cattle.
12. The security supervisor/guards are required to display mature behavior with the staff and visitors of CSIR-IIIM, especially towards female personnel and female visitors.
13. The security guard on duty shall not leave the premises until his reliever reports for duty.
14. The CONTRACTOR should have round the clock control room service with field officers in Jammu along with quick response teams to deal with emergent situations. The Field Officers should have thorough knowledge about labour laws etc.

LIABILITIES:

1. The guards supplied by the CONTRACTOR should be trained, young, smart and well with proper uniform.
2. The night duty guards to be equipped with lathies, torches etc. or as directed.
3. The shift of the guards would be rotated weekly and a roster would be maintained for proper check.
4. The guards would be changed with proper handing and taking over after each shift for better security arrangements from operational point of view.
5. The guards to be provided with water proof Jerkins/Jackets.
6. To provide two pairs uniform with all accessories immediately.
7. To provide six sets of ceremonial dress with all accessories for special occasions like Republic Day, Independence Day, VVIPs visit etc.

PROPERTIES OF CSIR-IIIM:

1. **Laboratory areas viz., Main block, QCQA Block, Fermentation Division, Engineering Sections, cGMP Plant, Pilot Plant, Gas Plant, Library, Guest House, Hostel Area, Departmental Canteen, Plant Cell Biotechnology, Security Office, Auditorium, Chimneys, Health Centre, IIIM School, Tank Gate, Colony Gate and any other building within the premises of CSIR-IIIM.**
2. IIIM Chatha Farm.
3. CSIR-IIIM(Branch), Srinagar viz. Colonel RN Chopra Block(old block), Akhtar Hussain Block (New Block), Research Scholar Hostel, Guest House, Stores, Canteen, Security Shed and other Buildings.
4. Bonera Farm, Pulwama.
5. Yarikha Farm, Tangmarg.

SCHEDULE OF QUANTITIES

The deployment of Security Guards would be as shown below:-

Requirement of Security Guards/Supervisors at CSIR-IIIM, Jammu

A) No. of Location/points to be guarded

S.No	Location	No. of unarmed Security Guards/Shift
1.	Main Gate	03
2.	Pilot Plant	01
3.	Gas Plant	01
4.	New Scholars Hostel	01
5.	Colony Gate	01
6.	Tank Gate	01
7.	IIIM(Branch), Srinagar	03
8.	IIIM Chatha Farm	02
9.	Bonera Farm	03
10.	Yarikha Farm	01
	Total	17

No. of unarmed Guards to be required for above locations=17×3=51

B) No. of Security Supervisors Required:03

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I. DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to except where the context otherwise requires:

- Contract shall mean the notice inviting the e-tender and document, the tender and acceptance thereof and the formal agreement executed between CSIR-IIIM and the tenderer together with the documents referred to therein including these conditions with appendices and special conditions, rates and amounts and schedules of rates including all revisions, additions and deletions. NIT, Entire Tender document, price bid etc. will form part of the contract.

II. SUB-CONTRACTING

The CONTRACTOR shall not be allowed to sub-contract any part of the Contract.

III.PERIOD OF CONTRACT

The Contract shall be for a period of one year initially and is renewable for further period of one year subject to the satisfactory performance of services and compliance of “terms and conditions of the agreement entered into by the CONTRACTOR”.

IV. GENERAL TERMS AND CONDITIONS:

1. Registration/execution of the agreement:

The successful contractor shall be required to execute an agreement in the format approved and supplied by CSIR-IIIM on stamp papers of appropriate value notarised with the recognised notary, immediately on award of the Contract.

2. Earnest Money Deposit:

As per OM No.F.9/4/2020-PDD dated 12.11.2020 of Procurement Policy Division of Department of Expenditure under Ministry of Finance, in place of Bid security, Bidders are required to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

3. Security Deposit:

On award of the contract, the firm will be required to deposit an amount equivalent to 3% of the contract value upto 31.12.2021 as Security Deposit / Performance Guarantee in the form of Demand Draft / Fixed Deposit from Scheduled Commercial Banks as per OM No.F.9/4/2020-PDD dated 12.11.2020 of Procurement Policy Division of Department of Expenditure under Ministry of Finance, in favour of “The Director, IIIM, Jammu” payable at Jammu which will be retained by the Authority for the due and faithful fulfilment of the contract. The S.D / P.G should remain valid for a period of 60 days beyond the date of completion of all contractual obligations by the firm. No interest shall be payable by the Authority on the amount of S.D / P.G so held. The Authority reserves the right to forfeit fully or partly the Performance Guarantee in the event of failure on the part of the contractor to execute the contract or observations of all or any of the terms & conditions. The decision of Director, CSIR-IIIM, Jammu in this regard shall be final & binding. In case the contract is further extended beyond the initial period, the Performance Guarantee will have to be accordingly renewed/extended by the successful tender(s).

4. Revocation of Security Deposit/Bank Guarantee:

The Director, CSIR-IIIM shall have absolute rights and powers for the revocation of said security deposit, in case of breach of any clause of this Contract without any prior notice and no claim whatsoever on this count shall be entertained.

5. Commencement of Work:

The CONTRACTOR is required to commence the work with effect from the date mentioned in the award letter.

6. Deployment and Essential Qualifications of the Security personnel:

The CONTRACTOR shall deploy the following Ex-Servicemen personnel:

- a) **03** (Three) Security Supervisors
- b) **51** (Fifty One) Security Guards (unarmed)

S.No.	Designation	Qualification
1.	Security Supervisor	Junior Commissioned Officer retired from Armed forces. They should be medically and physically fit persons not exceeding 55 years.
2.	Security Guards (unarmed)	Matriculation passed or equivalent Sepoys/Non Commissioned Officers retired from Army/Navy/Air Force. They should be medically and physically fit persons not exceeding 55 years.

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- a) The list of all security personnel deployed in the CSIR-IIIM, containing their rank, residential address, age, educational qualifications shall be submitted to this office at the commencement of the Contract along with their “Discharge Certificates”. The CONTRACTOR will further intimate any subsequent change about their particulars from time to time.
- b) The security guards so deployed by the agency should have the knowledge of Hindi and English.
- c) That the CONTRACTOR shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the personnel engaged by it for deployment at CSIR-IIIM.
- d) The agency shall ensure that any replacement of the personnel, as required by CSIR-IIIM for any reason specified or otherwise, shall be effected promptly without any additional cost to CSIR-IIIM. If the CONTRACTOR wishes to replace any of the personnel, the same shall be done with prior concurrence of CSIR-IIIM at CONTRACTOR’s own cost.
- e) As and when CSIR-IIIM requires additional security strength on temporary or emergent basis, the CONTRACTOR will depute such security personnel under the same terms and conditions. Similarly, if the security personnel deployed by the CONTRACTOR any time are found absent from duty or sleeping or found engaged in irregular activities, CSIR-IIIM shall ask for replacement and deduct the requisite amount at the pro-rata rates from the bill of the CONTRACTOR besides imposition of penalty for non-observance of the terms of contract.
- f) The CONTRACTOR should provide adequate relieving guards to meet mandatory weekly offs, leave/sickness etc. for deployment at CSIR-IIIM. The number of security guards may

increase/decrease depending upon the requirement as envisaged by the Director, CSIR-IIIM.

- g) The antecedents of security personnel deployed shall be got verified by the CONTRACTOR from local police authority and an undertaking in this regard to be submitted to the CSIR-IIIM and CSIR-IIIM shall ensure that the CONTRACTOR complies with the provisions.
- h) All liabilities arising out of accident or death while on duty shall be borne by the CONTRACTOR.
- i) The security personnel deployed shall not accept any gratitude or reward in any shape. They shall not do any professional or other work for reward or otherwise either directly or indirectly.
- j) The CONTRACTOR shall have his own Establishment/set up/mechanism/Training Institute to provide training aids or should have tied up with a training institute, for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- k) Under the terms of their employment agreement with the CONTRACTOR the security personnel shall not do any professional or other work for reward or otherwise either directly or indirectly.
- l) The CONTRACTOR shall ensure that its personnel shall not at any time, without the consent of the CSIR-IIIM in writing, divulge or make known any trust, accounts matter or transactions undertaken or handled by the CSIR-IIIM and shall not disclose any information about the affairs of CSIR-IIIM. The Contractor shall ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of CSIR-IIIM

7. Formulation of mechanism and monthly duty/assignment chart:

On taking over the responsibility of providing the aforesaid services, the CONTRACTOR shall formulate the mechanism and monthly duty assignment chart for

circulation in all the areas of their deployment in the CSIR-IIIM for the approval of the Senior Security Officer. He will visit CSIR-IIIM in order to interact with the Senior Security Officer for ensuring the effective arrangement at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He will further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Senior Security Officer. The CONTRACTOR as well as the personnel deployed by him on duty shall be duly bound to carry out the directions/instructions given to him by the Director, CSIR-IIIM / CAO Officer and Senior Security Officer or any other officer authorized to do so by the Director, CSIR-IIIM from time to time. Any dereliction from such obligation shall be considered as breach of the terms of The eight hours shift generally will be from 06.00 hrs. to 14.00 hrs., 14.00 hrs. to 22.00 hrs. and 22.00hrs. to 06.00 hrs. But the timings of the shift are changeable and shall be fixed by the CSIR-IIIM from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the CSIR-IIIM for double duty, if any. The Guards shall be so deployed by the CONTRACTOR as to enable each of the guards to compulsorily avail one paid "WEEKLY OFF".

The personnel will have to report to the CSIR-IIIM's Security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the CSIR-IIIM.

Biometric Attendance: The CONTRACTOR has to install Bio-metric attendance system(s) in CSIR-IIIM on his own cost and has to take biometric attendance from all the security personnel engaged by him twice a day on arrival and departure on all working days without fail and the same has to be submitted to the office for getting reimbursement of the monthly wages paid to the contract security personnel engaged by him. The bills will be reimbursed strictly on the basis of biometric attendance.

8. Determination of quality of work/services:

The decision of the Director, CSIR-IIIM with regard to the determining of quality of work/services provided by the CONTRACTOR, shall be final and acceptable to the CONTRACTOR. The CONTRACTOR shall, therefore, rectify the defects so pointed out without any extra payment. The Director, CSIR-IIIM shall also reserve the rights to get the work/services so rejected done/replaced at his level at the risk and cost of the CONTRACTOR, after giving him a notice in writing, and the expenditure incurred on this count shall be recovered from the bills of the CONTRACTOR or any other outstanding dues or by revocation of any or all parts of the security deposit as he may think proper.

9. Identification:

For the purpose of proper identification of the personnel of the CONTRACTOR deployed at various points, the CONTRACTOR shall himself issue them the IDENTITY CARDS at his own cost prior to the deployment and they shall be duty bound to display the identity cards at the time of duty. The CONTRACTOR shall also ensure that all personnel deployed by him are displaying their NAME TAB while on duty without fail.

10. Uniform:

The wearing of uniforms by the Contractual personnel deployed for duties shall be compulsory. The agency should at his OWN COST provide each of its personnel with two sets of good quality uniform, cap, belt, shoes, rain coat, Gum boot, etc.. per annum immediately on award of the contract. Additionally a total no. of Six sets of Ceremonial dress with all accessories should be issued to the Guards at his OWN cost to be worn on National Days and during the visit of VIPs to CSIR-IIIM without any deductions in the wages of security personnel deployed by him. The Security Guards also should be equipped with Umbrellas (10 Nos.), Search light torch (10 Nos.) and lathis (as required).

11. Supervisory Control:

The persons so deployed shall be under the overall control and supervision of the CONTRACTOR. The CONTRACTOR shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of peace and protection of persons and property of the CSIR-IIIM.

12. Surprise Check:

The Director, CSIR-IIIM or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the CONTRACTOR in order to ensure that the required number of persons are deployed and that they are doing their duties properly. In case, any person so deployed by the CONTRACTOR does not come

up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the CONTRACTOR shall take suitable action against such personnel. In case of any complaint/defect pointed out by the authorized officer of the CSIR-IIIM, the CONTRACTOR shall immediately replace the person so deployed. Also the CONTRACTOR himself or through his field officer shall carry out periodical/ surprise checks of Security Guards deployed by them at CSIR-IIIM for alertness and discipline at their respective posts during day and night shifts in consultation with Security Officer.

13. Relationship between the employer and personnel:

The persons deployed by the CONTRACTOR for the work shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the CSIR-IIIM, either implicitly or explicitly.

14. Medical Examination and verification of antecedents:

The CONTRACTOR will ensure that employees are medically fit and free from communicable diseases. The CONTRACTOR shall ensure that the antecedents of the persons are verified by the civil police /appropriate authority and shall provide their Bio-data sheets consisting of photograph, finger prints and ID details (Aadhar copy etc.) with full details of permanent and temporary address, past experience and qualification details and a copy of discharge certificate to the Senior Security Officer prior to their deployment.

15. Raising of Bills:

In order to ensure timely payment of wages to the personnel, the monthly wage bills shall be raised by the CONTRACTOR in the requisite format in vogue on the basis of Biometric attendance and work performance report got signed by the Senior Security Officer or any other officer so authorized by the competent authority for the purpose by **12th of each month positively**. All the statutory documents should be enclosed with the bills.

If as a result of post payment audit any overpayment is detected in respect of any work done by the CONTRACTOR or alleged to have done by the CONTRACTOR under the tender, it shall be recovered by the CSIR-IIIM from the CONTRACTOR.

16. Payment of wages:

The CONTRACTOR will be responsible for making the payment to his workers directly to their respective bank accounts on or before 7th of each month from his own sources and

wage slips should be issued to every person. Subsequently the bill should be raised along with bank details and other statutory payments challans/receipts for reimbursement.

The CONTRACTOR shall ensure that all the employees get wages at the rates as fixed by Chief Labour Commissioner (Central) from time to time. The CONTRACTOR shall ensure that the wages etc. paid to his employees so deployed are in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under.

Payment for the three National Holidays per year will be made by the CONTRACTOR and submit the bills for reimbursement. Since reliever charges are being paid, no OT should be claimed by the CONTRACTOR.

17. EPF/ESI/BONUS/Minimum wages:

The CONTRACTOR shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, Minimum Wages Act, ESI Act, Shops and Establishment Act, Bonus Act, Contract Labour (Regulation and Abolition Act), 1970 etc. as applicable and amended from time to time. The CONTRACTOR shall be responsible for deposit of employees' and Principal Employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his level vide a **separate e-challan** for all the persons deployed by him at CSIR-IIIM and maintenance of such record as per rules. He will be required to submit a copy of Challan/abstract/statement of the amount deposited on account of the statutory contributions along with the bills for release of payment, failing which the payment of the bills of the following month will be withheld.

The payment will be released to him after deduction of Income tax, GST-TDS or any other statutory dues, after the submission of Bank challan, wage sheets, ESI, EPF, GST Challans/statements etc.. on the required formats, by **12th day of the month**. He will also arrange to continue to hold the old UAN/ESI Nos. allotted to contract workers and to open such EPF/ESI accounts for new workers deployed by him in CSIR-IIIM. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its workers solely lies with the CONTRACTOR.

If the Contractor is operating his work from outside of Jammu, he should have Branch office, EPF, ESI & GST sub-codes in Jammu.

18. GST:

Online payments towards GST shall be made by the CONTRACTOR and can claim reimbursement of the same by submission of proof of remittance.

19. Tax Deducted at Source (TDS):

Income tax and GST-TDS shall be deducted from the bills of the CONTRACTOR at source/or at the rates as applicable from time to time, in accordance with the latest Govt. notifications applicable in this regard.

20. Other mandatory responsibilities of the CONTRACTOR:

It is obligatory on the part of the CONTRACTOR to fulfil his commitments towards his employees so deployed by him under various Labour Laws. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this Contract shall be carried out by the CONTRACTOR at his own cost and the CONTRACTOR shall report the compliance thereof to the Director, CSIR-IIIM or his nominee. The CONTRACTOR shall be solely responsible for violation of any provisions of the said Act or any other Act. The CONTRACTOR shall not charge any money from the Contractual employees towards security deposit. The CONTRACTOR shall issue employment cards containing terms and conditions of appointment to his employees to be deployed in CSIR-IIIM.

21. Liability of the CONTRACTOR to indemnify:

The CONTRACTOR shall keep CSIR-IIIM indemnified against any loss caused to CSIR-IIIM property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the CONTRACTOR. CONTRACTOR shall be responsible for payment of any loss caused to the property of the CSIR-IIIM. In case, any employee of the CONTRACTOR so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the CONTRACTOR concerned to contest the same. In case the CSIR-IIIM is also to be made a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the CSIR-IIIM by the CONTRACTOR in advance or on

demand. Further, the CONTRACTOR shall ensure that no financial or any other legal liability comes on the CSIR-IIIM in this respect at any time for the acts done by the personnel of the CONTRACTOR.

22. Deficiency in service/Disobedience by personnel:

In case of any deficiency in services or disobedience by the personnel so deployed by the CONTRACTOR, the Director, CSIR-IIIM shall be at liberty to impose a penalty as may be deemed fit for each such lapse after giving an opportunity of being heard in person. The decision of the Director, CSIR-IIIM shall be final and binding on the CONTRACTOR. The CSIR-IIIM shall have further right to adjust, readjust, or deduct any of the amounts as aforesaid from the payment to be made to the CONTRACTOR under this Contract or out of the security deposits of the CONTRACTOR.

23. Termination of the Contract:

The Contract may be terminated in the event of occurrence of any of the following contingencies:

- a) Without any prior notice on the expiry of the Contract period.
- b) In the event of the death of the CONTRACTOR, the Director, CSIR-IIIM shall have the option of terminating the Contract without compensation.
- c) By giving **one month** advance notice by CSIR-IIIM on account of :
 - i) Losses suffered by CSIR-IIIM due to lapse on the part of the CONTRACTOR/his supervisors/workers.
 - ii) For committing breach of the contract of any of the terms and conditions of the contract.
 - iii) The CONTRACTOR consistently provides unsatisfactory services
 - iv) On violation of any Labour laws as per the statutory provisions.
 - v) The CONTRACTOR is declared insolvent by any court of law
 - vi) The CONTRACTOR assigns the Contract or any part thereof to any other Person for subletting the whole or a part of the Contract.

vii) The CONTRACTOR is not interested to complete/continue the Contract

“Provided that during the notice period for termination of the Contract, the CONTRACTOR shall continue to provide the services as before till the expiry of notice period.”

24. Removal of personnel on termination of Contract:

It shall be the duty of the CONTRACTOR to remove all persons deployed by him on termination of the Contract and ensure that no person shall create any disruption/hindrance/problem of any nature to the CSIR-IIIM.

25. Transfer of Liabilities:

In the event of exigencies arising due to the death, infirmity, insolvency of the CONTRACTOR or for any other reasons or circumstances, liabilities of the Contract shall be borne by the following on such terms conditions, as the Director, CSIR-IIIM may think proper in public interest:

- Legal heirs in case of sole proprietor.
- The surviving partners in the case of a firm, otherwise, the sole Proprietor shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

26. Jurisdiction:

The courts at Jammu only shall have the jurisdiction for the purpose of this agreement.

27. Arbitration:

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to Delhi

International Arbitration Centre (DIAC) set up under Arbitration and Conciliation (Amendment) Act, 2015 whose decision thereon shall be final and binding on the parties thereto.

28. Responsibilities of CSIR-IIIM

- a) That in consideration of the services rendered by the CONTRACTOR or as stated above, he shall be paid on monthly basis. Such payment shall be made on the receipt of the bills along with statutory documents raised by the CONTRACTOR and duly certified by Sr.Security Officer by **12th of every month**.
- b) That payment of enhancement/escalation charges on account of revision of wages by the DGR from time to time shall be payable by the CSIR-IIIM to the CONTRACTOR on submission of the notifications.

29. The Director, CSIR-IIIM in the public interest reserves all right to accept or reject any or all Tender without assigning any reason and also to impose/relax any term and conditions of the tender.

CSIR- Indian Institute of Integrative Medicine

(Formerly known as Regional Research Laboratory, Jammu)

Canal Road, Jammu – 180 001 (INDIA)

Email:coa.iiim@iiim.res.in Phone: 0191-2585025, Fax No.-0191-2585026

NIT No.-IIIM/Security/Works-21

Dated:16.02.2021

ANNEXURE-I

Present Wage structure as per notification of Chief Labour Commissioner (Central), New Delhi (for information only) (Revised Rates w.e.f Ist Oct 2020)

S.No.	DESCRIPTION	Security Guard (without arms) in Rs.	Security Supervisor in Rs. (33% in addition to Security Guard(without arms))(taken from DGR)
1.	Rates of Minimum wages(Basic plus VDA) per month		
2.	ESI @ 3.25% of Basic plus VDA		
3.	EPF @ 12% of Basic plus VDA		
4.	EDLI @ 0.5% of Basic + VDA		
5.	Adm. charges (EPF) @ 0.5% of Basic+VDA		
6.	Bonus @ 8.33% on Basic plus VDA		
7.	TOTAL A		
8.	Relieving charges 1/6 th of total A		
9.	TOTAL B		
10.	Service Charges @ _____% on Basic wages plus VDA		
11.	TOTAL C		
12.	GST@18%		
13.	Grand Total		

NOTE: 1. Payment for Leave salary, National Holidays and other Holidays will be paid by the CONTRACTOR from the relieving charges (1/6th of total A) reimbursed by CSIR-IIIM.

2. That payment of enhancement/escalation charges on account of revision of wages by the Ministry of Labour and Employment, GOI from time to time shall be payable by the CSIR-IIIM to the contractor on compliance of the notifications.

ANNEXURE-II

WORK EXPERIENCE DETAILS

(To be given on Firm's Letter Head neatly typed)

Experience details for Security Services in the last five financial years from 1st April 2015 to 31st March 2020 (in Chronological order) has to be provided in the following format. (Copies of work orders and satisfactory completion certificates exclusively for security services from the concerned establishment have to be enclosed)

S.No.	Name and Address of the organization	Work Award letter Number and date	From	To	Total Value of the completed valid work exclusively for "Security Services"	Contact person with phone no., email etc..	Corresponding Page Nos. of work orders and completion certificates
	TOTAL CONTRACT AMOUNT IN THE LAST FIVE FINANCIAL YEARS						

(Signature of the CONTRACTOR)

Name:

Seal

ANNEXURE- III

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To,

**The Director,
Indian Institute of Integrative Medicine,
Jammu.**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IIIM/Security/Works-21

Name of Tender / Work: Security Services viz. “Regulation of Movement of Men, Material and Vehicles at the Entry and Exit Points of the CSIR-IIIM, Jammu, CSIR-IIIM(Branch), Lab., Srinagar and its associated farms and Guarding of Vital Installations at CSIR-IIIM, Jammu, CSIR-IIIM(Branch), Lab., Srinagar and its associated farms”.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned

‘Tender/Work’ from the web site(s) namely Govt. e Marketplace (GeM Portal)

/ <https://etenders.gov.in> as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page Nos. **01 to 51** (including all documents like annexure(s), schedule(s), etc , which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit(if any) absolutely.

Yours Faithfully,

**(Signature of the Contractor,
with Official Seal)**

AFFIDAVIT

(To be executed by the bidder on Rs. 200/- Stamp paper & attested by Public Notary)

I/We state/declare that

- i. I/We are not involved in any litigation that may have any impact on the delivery of service, as required under this tender.
- ii. I/We were never black-listed by CSIR-IIIM and there was no default made in remitting of ESIC/EPFO/Service Tax/GST etc.. at any point of time during the tenure of Contract in CSIR-IIIM.
- iii. I/We are not black-listed by any Central/State Government/Autonomous Bodies/PSU's in India.
- iv. I/We do not have any complaint pending against us with any statutory body.
- v. I/We have not furnished any false/wrong information at any stage and have not suppressed any fact. vi. I/We certify that, we are remitting statutory dues/taxes regularly to ESIC/EPFO/Government and no default was made in this regard. vii. We further certify that no investigation by a regulatory is pending either against us.

Yours faithfully,

(Signature of the CONTRACTOR)

Place_____

Name_____

Date_____

Designation_____

Address_____

Seal_____

ANNEXURE -V

DECLARATION OF RELATIONSHIP

I/We (Name)_____ who is
working as CONTRACTOR/ Partner/ Sole Proprietor (**strike out word which is not
applicable**) of the (Firm) name _____Address

..... do hereby solemnly affirm and declare that **NO** RELATIVE(S)

is/are working in any CSIR Laboratories/Institute or CSIR-IIIM, Jammu.

Signature with date and seal of the tenderer

(OR)

I/We (Name)_____ who is working as
CONTRACTOR/Partner/Sole Proprietor (strike out word which is not applicable) of the (Firm)
do hereby solemnly affirm and declare that Sri/Smt./Dr._____
Designation_____ at CSIR-IIIM, Jammu or CSIR employee at
_____ Laboratories/Institute located at _____ is my
relative.

Relative(s) may be the following list person :

[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 (HUF), or (b) they are husband and wife, or (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(s), Grandson's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

UNDERTAKING BY THE TENDERER

I/We hereby undertake that:

- Full manpower will be engaged on daily basis for the Security Services as per given schedule/instructions of Senior Security Officer.
- I/We have visited the site in order to evaluate the level of services to be rendered and quoted accordingly.
- I/We agree that the payment will not be made for the work not carried out by me/us in any of the above areas.
- I/We agree for the bills payment on monthly pro-rata basis and will ensure that the bills are submitted by 12th day of the month.
- I/We agree to pay minimum wages as per notification of Ministry of Labour and Employment/DGR, deposit necessary EPF, ESIC, GST, Professional tax with appropriate authorities as prescribed in the respective acts. Wages payment will be made on or before 7th day of every month based on Biometric attendance of the Security Guards.
- Substitute will be made available as and when required by the competent authority. Extra manpower if any called for will be provided on 24 hours' notice.
- Qualified, experienced Supervisors/security guards will be provided.
- Identity Card in Form XIV of Minimum Wages Act will be issued to all the workers within 15 days of award of work and it will be replaced as and when required and a copy of the Identity Card of the Security Guards deployed by me/us be submitted to Competent Authority.

Date:

Signature & Seal of the Contractor

ANNEXURE VII

Contractor's Bank Account Details and Address on Firm's LETTER HEAD

Ref. No.:

Date:

To,

**The Director,
Indian Institute of Integrative Medicine,
Jammu.**

Dear Sir,

The following is the confirmation/updation of our/my bank account details and we /I hereby affirm that our/my choice to opt for payment through electronic mode for amounts due to me/us under various purchase orders/ contracts/other services provided. I understand that CSIR – IIIM, Jammu, also reserve the right to send the payment due to us/me by Cheque/Demand Draft/Electronic mode or through banker.

A. CONTRACTORS DETAILS

01	Contractor's Name	
02	Address (including Pin Code)	
03	Fax No/E-mail ID	
04	PAN NUMBER	
05	GST NUMBER	
06	MOBILE NUMBER	

B. PARTICULARS OF BANK ACCOUNT

01	Name of the Bank	
02	Branch Name/Branch Code	
03	Branch Address (including PIN Code)	

04	9 Digit MICR No. of the Bank/branch as appeared on the cheque	
05	Account Type (Saving/Current/Cash Credit)	
06	Account Number (as appeared on the cheque book)	
07	IFSC Code of the branch	

We/I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to the Director, CSIR – IIIM, Jammu. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, we/ I shall not hold CSIR – IIIM responsible. The online banking charges will be borne by me/us.

01.Bank details to be confirmed by the bankers. Such confirmation shall be duly signed by the bankers.

02.Please enclose a cancelled Cheque.

**(Signature of the Contractor,
with Official Seal)**

Check List

Sl. No.	Technical Requirement
1.	Name of the Organisation/Firm and complete address with Telephone/Fax nos, mobile nos. /alternate mobile no. email id etc.
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 to be attached).
3.	Valid license issued under Private Security Agencies(Regulation) Act, 2005
4.	Registration details with Labour Licensing Officer / Labour Commissioner and a copy of valid license for providing Security Services is to be attached
5.	Bid Security Declaration
6.	Local Office Address Proof
7.	GST registration certificate
8.	EPF Registration No
9.	ESI Registration No.
10.	Copy of PAN card and Income Tax returns for the last three financial years
11.	Copies of Balance Sheet for the last three years
12.	Work Completion Certificates along with work orders (Satisfactory performance letters from these cited contract holders must be attached) as per ANNEXURE-II
13	Copy of the Current Bank Solvency Certificate of an amount not less than Rs.15.00 lakhs issued by a nationalized/Scheduled bank
14	Have your firm ever been debarred by any Court of law OR penalized by any Government/CSIR/Private organization? Submit affidavit as per format provided in ANNEXURE-IV
15	Tender Acceptance Letter as per ANNEXURE-III
16	Declaration of Relationship as per ANNEXURE-V
17	Undertaking by the Contractor as per ANNEXURE-VI
18	Bank Account details of the Contractor as per ANNEXURE-VII

Agreement for providing of Security Services in CSIR-IIIM, Jammu

Agreement to be signed

(This agreement & tender document will be the part of agreement)

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 "Anusandhan Bhawan," Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

And

M/s _____ at _____
_____(hereinafter referred to as Contractor) of the
OTHER PART.

WHEREAS the CSIR-IIIM is desirous of giving a job contract for "providing security services at CSIR-IIIM, Jammu which is a constituent unit of Council of Scientific and Industrial Research, New Delhi (hereinafter referred to as Lab./Instt.) and whereas the Contractor has offered to "Provide Security Services at CSIR-IIIM, Jammu" on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provision 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 the CSIR. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-IIIM has agreed to award the contract of the work of Security Services at CSIR-IIIM, Jammu hereinafter mentioned as work assigned details of which are given at Annexure 'A'

AND WHEREAS the Contractor has agreed to furnish CSIR-IIIM a Security deposit of Rs.by way Bank Guarantee or Fixed Deposit Receipt.

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

GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-IIIM shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director CSIR-IIIM or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the CSIR-IIIM for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the CSIR-IIIM or the officer designated by the Director in this respect from time to time.
3. That the Director of the CSIR-IIIM or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-IIIM in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-IIIM in case of any of the aforesaid acts on the part of the said person.

A. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-‘A’ as deemed fit by him in consultation with the Director, CSIR-IIIM or his nominee.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. 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-servicemen having integrity and good conduct are to be deployed by the contractor.
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the person deployed by him in the premises of the CSIR-IIIM. 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.
4. That the contractor shall ensure that the persons so deployed do not allow any property of the CSIR-IIIM to be taken out of the premises without a Gate Pass signed by the designated officials of the Lab. 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 along with subsequent changes, if any. The controller of Administration/AO of the Lab shall make suitable arrangement to ensure compliance.
5. The Contractor shall report promptly to Director/designated officer of the Lab. any theft of 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 and immovable of the Lab and if there is any loss to the Lab 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.
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, Maternity Benefit Act 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 expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR-IIIM 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, demands, loss or injury from the contractor's monthly payments.

7. That the contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-IIIM Lab building 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 shall 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 shall be open for inspection and checking by the authorized officers of Lab.
10. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the CSIR-IIIM and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR- IIIM 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-IIIM 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 unauthorized made, maintenance of wages book, wage slip, publication 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 army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial headdress, whistle, loaded torches, etc. The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the Lab.
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-IIIM.
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 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 Director, CSIR-IIIM a sum as may be claimed by CSIR-IIIM.

B. CSIR'S OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of Rs.on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by CSIR-IIIM in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by CSIR-IIIM to the Contractor.
3. That the payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt./Director General of Resettlement, Ministry of Defence (Govt. of India) from time to time shall be payable by the CSIR-IIIM to the Contractor.

4. That the CSIR-IIIM Lab shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account to the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
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.

C. INDEMNIFICATION

1. That the contractor shall keep the CSIR-IIIM indemnified all claims whatsoever in respect of the employee 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 party and is supposed to contest the case, the CSIR-IIIM 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 will ensure that no financial or any other liability comes on CSIR-IIIM in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
2. The contractor shall further keep the CSIR-IIIM indemnified against any loss to the CSIR-IIIM property and assets. The CSIR shall have further right to adjust and/or deduct any of the amount as aforesaid from the payments due to the contractor under this contract.

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 Director, CSIR-IIIM 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 imposed.

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

F.COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f _____ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:
 - a) On expiry of the contract period as stated above
 - b) By giving one month's notice by the CSIR-IIIM on account of
 - i) Committing breach by the Contractor of any 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 Director of CSIR-IIIM, Jammu
 - c) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be 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.

G.ARBITRATION

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to Delhi International Arbitration Centre (DIAC) set up under Arbitration and Conciliation (Amendment) Act, 2015 whose decision thereon shall be final and binding on the parties thereto.

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

For and on behalf of The Contractor
of

For and on behalf

Council of Scientific & Industrial Research
Anusandhan Bhavan, Rafi Marg, New Delhi

Witness
Witness

1.....
1.....

2.....
2.....

COUNTERSIGNED

Bid Document

Bid Details	
Bid End Date/Time	05-03-2021 15:00:00
Bid Opening Date/Time	05-03-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Science And Technology
Department Name	Department Of Scientific And Industrial Research (dsir)
Organisation Name	Council Of Scientific And Industrial Research (csir)
Office Name	Csir-indian Institute Of Integrative Medicine
Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Secur , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supe
Contract Period	1 Year(s)
Bidder Turnover (Last 3 Years)	62 Lakh (s)
Experience Criteria	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	7 Days
Estimated Bid Value	20803392
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Director

Csir-indian Institute Of Integrative Medicine, Department of Scientific and Industrial Research (DSIR), Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology
(Director Iim, Jammu)

Splitting

Bid splitting not applied.

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

Additional Required Data/Document(s)

Annual turnover Required by Buyer in Crores:As per attached Tender Document

The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per attached Tender Document

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per attached document

Geographic Presence: Office registration certificate:As per attached Tender Document

Additional Conditions specific to this bid:All documents as mentioned in the tender document

Scope Of Work For the Service:[1613626973.pdf](#)

Competent Authority Approval for the additional conditions:[1613627026.pdf](#)

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (51)

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8

Qualification	High School
Ex Servicemen	Yes
Age Limit	Up to 55 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	Additional Requirement as per attached Tender Document
Addon(s)	
Additional Details	
Location of Deployment	Jammu and Kashmir
Total Number of Manpower per 8 hour shift	51
Designation	Unarmed Security Guards

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Quantity	Additional Requirement
1	Bhupinder Singh	180001, Canal Road, Jammu	51	• Number of working days in a month : 30 • Provident Fund (Percentage of Minimum daily wage) : 12 • EDLI (Percentage of Minimum daily wage) : 0.5 • ESI (Percentage of Minimum daily wage) : 3.25 • Bonus (Percentage of Minimum daily wage) : 8.33 • Non Mandatory Compliance 1 (in Rupees) : 0 • Non Mandatory Compliance 2 (in Rupees) : 0 • Non Mandatory Compliance 3 (in Rupees) : 0 • Tenure/ Duration of Employment : 12 • Basic Pay (Minimum daily wage) : 707

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor (3)

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential

Category of Profile	Security Supervisor
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Yes
Age Limit	Up to 55 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	Additional requirement as per attached Tender Document
Addon(s)	
Additional Details	
Total Number of Manpower per 8 hour shift	03
Designation	Security Supervisors
Location of Deployment	Jammu and Kashmir

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Quantity	Additional Requirement
1	Bhupinder Singh	180001, Canal Road, Jammu	3	• Bonus (Percentage of Minimum daily wage) : 8.33 • EDLI (Percentage of Minimum daily wage) : 0.5 • ESI (Percentage of Minimum daily wage) : 3.25 • Number of working days in a month : 30 • Provident Fund (Percentage of Minimum daily wage) : 12 • Non Mandatory Compliance 1 (in Rupees) : 0 • Non Mandatory Compliance 2 (in Rupees) : 0 • Non Mandatory Compliance 3 (in Rupees) : 0 • Tenure/ Duration of Employment : 12 • Basic Pay (Minimum daily wage) : 940

Bid Specific Additional Terms and Conditions

1. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
5. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

6. OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- 8.1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
9. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**
10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
11. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director, IIIM, Jammu payable at Jammu. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
12. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
13. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director IIIM, Jammu A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---