

CSIR- Indian Institute of Integrative Medicine

(Formerly known as Regional Research Laboratory, Jammu)

Canal Road, Jammu – 180 001 (INDIA)

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

NIT No.-M12012/01/2024-Works

Dated:20.09.2024

“E-TENDERS ARE INVITED 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 AT CHATHA, DISTRICT JAMMU, BONERA, DISTRICT PULWAMA & YARIKHA, DISTRICT BARAMULLA AND GUARDING OF VITAL INSTALLATIONS AT CSIR-IIIM, JAMMU, CSIR-IIIM(BRANCH) LABORATORY, SRINAGAR AND ITS ASSOCIATED FARMS”

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(Formerly known as Regional Research Laboratory, Jammu)

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

NIT No.-M12012/01/2024-Works

Dated:20.09.2024

**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	
Bid Duration period	21 days
Bid download start date	As per GeM portal
Bid submission start	As per GeM portal
Bid submission end date	As per GeM portal
Bid Opening date	As per GeM portal

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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 2019 to 31st March 2024) either in CSIR Laboratories/Institutes, Central/State Government Departments, , Government Scientific and Research Institutions etc., Nationalised/Scheduled Banks, Public Sector Undertakings. The details of the services to be provided are as follows:-

S.No.	Name of Work	Estimated Cost per Annum	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	Rs.2,38,68,469/-, <i>which includes basic pay plus VDA, EPF, ESI, Reliever Charges, GST and expected service charges.</i>	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. 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.

Tender Fee: Tender Fee of Rs.1000/- is to be deposited into the account of Director, CSIR-IIIM, Jammu through RTGS/NEFT (Account No. 30186230982 & IFSC Code SBIN0000657 of the Branch (Bank SBI) and the scanned copy of the same should be uploaded during the submission of bid

Earnest Money Deposit (EMD): Earnest money deposit of Rs.4,77,369/- (Rupees Four Lakh Seventy Seven Thousand Three Hundred sixty Nine Only) will be required to be paid in favour of Director, CSIR-IIIM, Jammu through RTGS/NEFT (Account No. 30186230982 & IFSC Code SBIN0000657 of the Branch (Bank SBI) and the scanned copy of the same should be uploaded on GeM portal during the submission of bid. EMD must be valid for minimum 90 days from the date of publication of the tender. Tenders submitted without EMD and incomplete tenders will be summarily rejected. MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME/NSIC Registered Firms claiming exemption of EMD should enclose valid MSME/NSIC Registration certificates, failing which bid will be rejected.

Security Deposit:The Security agency which is selected for award of work would be required to furnish a Security Deposit/Bank Guarantee of the value of 5% of the annual value of the contract in the form of Bank Guarantee/TDR/FDR in favour of the Director CSIR-IIIM, Jammu issued by a nationalized/scheduled bank.

- 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-

Sr. 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 within 30 days of the award of the 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.

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

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Technical Bid

If it is found, at any, stage that bidder has submitted any forged/tempered/manipulated document (s) then Bid/Award/Contract will be terminated immediately along with the forfeiture of EMD/Performance Guarantee and the matter will also be reported to the appropriate Authorities at GeM Portal and suitable legal action may also be taken against the Bidder/Contractor as per the law.

ELIGIBILITY/QUALIFICATION CRITERIA FOR THE BIDDERS & ADDITIONAL TERMS AND CONDITIONS (ATC) :- Agency/Firm/Bidder participating in bidding process shall require to upload the self attested or digitally signed copies of the following documents along with technical bid on GeM Portal. Without any of these documents, the bid will be technically rejected:-

The interested Contractors may submit their respective bid complete in all respects along with Earnest Money Deposit(EMD), online in the 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. as applicable.
2. Proof of registered main/branch office address at Jammu supported by duly certified proof (1.Jammu address mentioned in the incorporation of firms or Registered rent deed agreement registered with registrar/sub-registrar of the said area of branch office at Jammu prior to date of opening of tender **and/or** (2. telephone/electricity bill in case of own house being used as registered/branch office.
3. Registration under the Private Security Agencies (Regulation) Act, 2005, to engage in security contract business in the Union Territory of Jammu and Kashmir.
4. Earnest Money Deposit, equivalent to 2% of the Estimated Cost. MSME/NSIC Registration Certificate for getting EMD exemption if any.

5. Valid Registration Certificate with Labour Commissioner/Licensing Officer and holding a valid Labour License under Central Labour (Regulation & Abolition Act, 1970) for similar type of security services for minimum 50 Nos. of Security Manpower.

6. EPF, ESIC and GST Registration.

7. Permanent Account Number (PAN)

8. Satisfactory work completion certificates along with work orders executed within the last Five financial years (From 1st April 2019 to 31st March 2024) of providing security services in major institutions like CSIR Laboratories/Institutes, Central/State Government Departments, Government Scientific and Research Institutions etc., Nationalised/Scheduled Banks, Public Sector Undertakings. (Part completion of work or small petty contracts shall not be considered for purpose of experience). The Contractor must have successfully executed/completed similar security services, within the last 05 years as follows:-

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.**

(Estimated cost for this purpose shall be cost indicated in this NIT)

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.

9. Solvency Certificate of the bidder from the Nationalised/Scheduled bank for value of atleast 40 percent of the estimated value of the contract i.e., Bidder should have a minimum solvency of Rs.95 Lakh. The current solvency certificate should not be more than six months old from the bid submission last date.

10. Copy of Annual Return Over certified by the Chartered Accountant for the Financial Years 2020-21, 2021-22 and 2022-23 with minimum average annual turnover of Rs. 120 lakh per annum during the last three financial years ending March31, 2023. Copy of Balance Sheets of three Financial years ending 31.03.2023 are to be attached.

11. Copy of proof of deposit/amount deposited in EPF for each of the work contract being claimed as experience for last 03 Financial Years i.e. 2021-22, 2022-23, 2023-24.
12. Copy of Income tax return (ITR) for the last three assessment years i.e., 2021-22,2022-23 &2023-24.
13. Copy of GST Return (GSTR-I) for the last three Financial Year i.e., 2020-21, 2021-22, 2022-23.
14. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address, AADHAR Card and office contact numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and contact numbers of Directors/Partners also;
15. Copy of latest Character Certificate of the Bidder(s) (Not more than six month old or with validity till the last date of Bid) issued by the Office of District Magistrate/Sub-Divisional Magistrate (Officer)/Tehsildar (Gazetted)/Superintendent of Police/ Officer authorized by State Govt. to issue contractor character certificate or in case of partnership certificates of all the partners and, in case of a co-operative society, the certificate of chairman and secretary of the co-operative society whose name finds place in the registration documents. Further, in case of Government Undertaking/agencies or company registered under the company act this provision is not applicable.
16. Self-declaration that the firm is not an agent or an intermediary.
17. In case of partnership firm an attested copy of the partnership deed, Names and addresses of the partners.
18. In case of co-operative societies an attested copy of the Articles of Association and the latest certificate from the Page 4 of 15 Registrar of co-operatives societies stating that as per up-to date latest Audit Reports of the Society and other ancillary records, the co-operative society been functioning satisfactorily.
19. Bidder must sign all the pages of this bid document as a token of acceptance of the terms & conditions and upload the same on GeM Portal.
20. List of works completed within the last 05 (Five) financial years (From 1st April 2019 to 31st March 2024) as per Annexure-II and Satisfactory completion certificates along with copies of work orders.
21. Tender Acceptance letter as per ANNEXURE-III.
22. Affidavit on stamp paper of Rs. 50/- value as per ANNEXURE-IV.

23. Declaration of Relationship as per ANNEXURE-V.
24. Undertaking of the CONTRACTOR as per ANNEXURE-VI.
25. Bank Account details of the CONTRACTOR as per ANNEXURE-VII.
26. Scanned copy of proof of tender fee deposited in favour of Director, IIIM, Jammu.

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. Rate Schedule is to be kept in mind while quoting rates in the Price Bid. Copy of duly filled Annexure I is to be attached along with the financial bid thereby indicating Service charges to be levied by the contractor. Further, Bidders are required to quote total price for one year. Bidders quoting prices other than one year shall be summarily rejected.

A. RATE SCHEDULE (Per Worker per day in Rs.)

S.No.	Particulars/Heads	Unarmed Security Guards	Security Supervisor
1.	Basic Wage	579	637
2.	VDA	283	311
3.	Total Minimum Wages w.e.f 01.04.2024	862	948
4.	EPF@12% of Minimum Wages	103.44	113.76
5.	EDLI@0.5% of Minimum Wages	4.31	4.74
6.	ESI@3.25% of Minimum Wages	28.02	30.81
7.	EPF Admin Charges@0.50% of Minimum Wages.	4.31	4.74
8.	GST	Payable on Above Components	Payable on Above Components
9.	Service Charges of the Contractor	Minimum 3.85% will be calculated on Minimum Wage, ESI, Provident Fund, EDLI, EPF Admin Charges and Bonus Components only	

* No other charges shall be taken into consideration. The bid must be in both figure and words. In case of any difference, the word value will prevail. Rates of security manpower will be as per notification of the Office of the Chief Labour Commissioner ©, New Delhi as Notified from time to time. Above mentioned rates are as per Chief Labour Commissioner New Delhi Order/File No.1/7(1)/2024-LS-II dated 01.04.2024.

** ** EPF, ESIC, Bonus etc shall be admissible as per applicability of respective statutory provisions.

B. EVALUATION OF FINANCIAL BID: After opening of the financial bid Bidder quoting the per annum lowest price (L-1) will be selected through the process available on the GeM Portal. In case the lump sum amount quoted by two or more firms/agencies are equal, L1 will be automatically decided in the GeM portal, otherwise L1 will be decided based on the highest turnover (average of 3 years) quoted by the quoting firms for carrying out similar jobs.

2. **Service Charge:** Service charge will be calculated on Minimum wage, ESI, Provident Fund, EDLI, EPF Admin Charge and Bonus Component only. In Earlier contracts, 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 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 and GST 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. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM. Thus, the bidders quoting service charges less than 3.85% shall be summarily rejected.

3. **Calculation Formula for the service**

Total Cost =

$$\begin{aligned} & (((\$basic_pay + \$esi + \$provident_fund + \$eldi + \$epf_admin_charge + \$bonus + \$non_mandatory_1 + \$non_mandatory_2 + \$non_mandatory_3) * \$number_of_working_days) * 1.18) + \\ & (\$percentage_of_service_charge * ((\$basic_pay + \$esi + \$provident_fund + \$eldi + \$bonus + \$non_mandatory_1 + \$non_mandatory_2 + \$non_mandatory_3) * \$number_of_working_days) / 100) \\ &) * \$quantity * \$tenure_duration_of_employment. \end{aligned}$$

4. The Director, CSIR-IIIM reserves the right to scrutinize credentials of all the Bidders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary. The Technical Evaluation Committee constituted for the said purpose will make technical evaluation at the first instance. Financial bid of only those Bidders will be opened who are found suitable in technical evaluation. The concerned parties will be accordingly intimated through GeM Portal.

5. 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)

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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 OF THE CONTRACTOR:

1. The guards supplied by the CONTRACTOR should be trained, young, smart and well dressed with proper uniform.
2. The night duty guards to be equipped with lathies, torches etc. or as directed.
3. A duty roster would be maintained for proper check and made available for inspection when asked.
4. The guards would be changed with proper handling and taking over after each shift for better security arrangements from an operational point of view.
5. The guards are to be provided with waterproof Jerkins/Jackets.
6. To provide two pairs of uniform with all accessories immediately upon the start of contract.
7. To provide six sets of ceremonial dress with all accessories for special occasions whenever so directed.

PROPERTIES OF CSIR-IIIM:

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.

1. IIIM Chatha Farm.
2. CSIR-IIIM(Branch), Srinagarviz. Colonel RN Chopra Block(old block), Akhtar Hussain Block (New Block), Research Scholar Hostel, Guest House, Stores, Canteen, Security Shed and other Buildings.
3. Bonera Farm, Pulwama.
4. 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”. The continuation of the contract for the second year shall be subject to satisfactory services during the first year from the date of commencement.

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:(EMD): Earnest money deposit of Rs.4,77,369/-will be required to be paid in favor of Director, CSIR-IIIM, Jammu through RTGS/NEFT (Account No. 30186230982 & IFSC Code SBIN0000657 of the Branch (Bank SBI) and the scanned copy of the same should be uploaded during the submission of bid. EMD must be valid for minimum 90 days from the date of publication of the tender. Tenders submitted without EMD and incomplete tenders will be summarily rejected. MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME/NSIC Registered Firms claiming exemption of EMD should enclose valid MSME/NSIC Registration certificates, failing which bid will be rejected. EMD shall be forfeited, if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the Contract or fails to furnish the required performance Security within the time frame specified by the CSIR-IIIM. EMD can also be forfeited, if the tenderer submits false/fraud documents.

3. Security Deposit:

On award of the contract, the firm will be required to deposit an amount equivalent to 5% of the contract value as Security Deposit / Performance Guarantee in the form of Demand Draft / Fixed Deposit from Scheduled Commercial Banks in favour of “The Director, IIIM, Jammu” payable at Jammu which will be retained by the Authority for the due and faithful fulfillment 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 Ex-servicemen retired from Armed forces. They should be medically and physically fit persons not exceeding 55 years.
2.	Security Guards (unarmed)	Matriculation passed or equivalent Ex-Armed Forces Sepoys/Non Commissioned Officers retired from Army/Navy/Air Force. They should be medically and physically fit persons not exceeding 55 years.

- 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 and If the CONTRACTOR wishes to replace any of the personnel, the same shall be informed to CSIR-IIIM immediately.
 - 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 shall 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. During the continuance of the Security service arrangement the contractor will employ, provide adequate staff and pay for it to render the aforesaid services satisfactorily and pay for it to render the aforesaid services satisfactorily and be solely responsible for the payment of salary, remuneration and/or other dues including bonus or other emoluments whatsoever to which such staff is or will be entitled by contract or otherwise or under any law for the time being in force or which may come in force during the currency of the agreement. The contractor will sanction weekly off to the members of the unit and will also be responsible for their leave and the deployment of substitutes in place thereof without any cost on part of CSIR-IIIM.
- 7
- 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:

Ontaking 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 Security Officer. He will visit CSIR-IIIM in order to interact with the 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 / 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 10 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 Contractor shall submit a monthly attendance report duly showing the weekly offs of each guard and the name of the reliever deployed for the same.

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 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.

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. : That in case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract or in case of any deficiency in services or disobedience by the personnel so deployed by the CONTRACTOR. The Director, CSIR-IIIM, Jammu shall reserve the right to impose the penalty as detailed below: -

- (i) 1% of cost of awarded work for one week and maximum up to four weeks.
- (ii) After four weeks delay the Department may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a specified period as per rule from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted

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 on account of :

(I) BY CSIR-IIIM

- 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.

(I) BY CONTRACTOR

- i) 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 the 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 contractor shall produce a license/permission from the Central Labour Commissioner within 30 days of the start of work from Ministry of Labour, Govt. of India, for undertaking the work. If the license/permission is not received by the stipulated time, the award of work to him shall be liable to be cancelled and security money will be forfeited.

30. Contractor has to submit copy of payment slip showing name of the labour, nos. of attendance, EPF/ESI No., wages per day and all deductions like EPF/ESI etc. along with monthly bill duly certified by IIIM representatives and copy of EPF & ESI Challan with proper proof that the money deducted towards EPF/ESI have been deposited for previous month; IIIM will ensure to make payment to the contractor at the earliest. If the wages are not paid by the Contractor on time, the office shall have the right to deduct the amount from the dues of the Contractor and pay the wages itself. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitment towards his workers so deployed under various labour laws, having regard to the duties

of IIIM (CSIR) in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act. 1970.

31.The Contractor shall comply with or cause to be complied with, the contractors labour regulations made by CSIR from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorizedly made, maintenance of wage book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns

32.The Contractor shall be responsible for any loss or damage caused by him or any of his workers by theft or otherwise to the property of the CSIR-IIIM and shall pay to CSIR-IIIM on demand at the current value of such properties.

That all the personnel, employees and staff to be so engaged by Agency for the purposes of this contract will be engaged by him at his sole and own risk only after through medical examination. If any of such employees or other persons is not found to be medically fit prior to or during the course of his deployment of the Agency, shall not employ or allow admission of such staff, employees or persons into the CSIR-IIIM premises.

33.Before taking up job in both the campuses simultaneously all the formalities such as submission of copy of discharge book production of personnel before security officer, approval of uniform, execution of agreement, deposit of security money, submission of indemnity bond, must be completed at last five working days before commencement of security services in both campuses of CSIR-IIIM simultaneously failing which it will be presumed that the contractor is not in a position to provide proper security services and the award letter issued for security contract will automatically stand cancelled.

34.The guards on duty at the gates will ensure that only the authorized persons enter the Campus after proper verification.

35. Security personnel employed and deployed by the Agency will work under the control and guidance of the Security Officer/Security In-charge CSIR-IIIM. The agency will make duty charts of the Security staff with the approval of the Security Officer/Security In-charge CSIR-IIIM and supervise the shifts duty on rotation. Persons so engaged by the Contractor shall be from amongst the retired/released ex-service personnel of high integrity and good conduct and preferably below the age of 55 years.

36. The agency will make his own arrangement for accommodation for all security personnel employed by him without any cost on part of CSIR-IIIM.However a duty restroom or guard change room may be provided upon request by Contractor.

37. The Agency shall provide daily an effective strength for security services at different points to perform the prescribed work in the different locations of CSIR-IIIM as per security plan in consultation with the Security Officer, CSIR-IIIM/Security in-charge CSIR-IIIM. However a duty rest room or guard change room may be provided upon request by the Contractor.

38. Payment on monthly basis will be made through online fund transfer to the contractor after the service has been rendered satisfactorily during the preceding month. The contractor shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at CSIR-IIIM in their respective name before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of the required documents.

39. During the continuance of the Security service arrangement the contractor will employ, provide adequate staff and pay for it to render the aforesaid services satisfactorily and pay for it to render the aforesaid services satisfactorily and be solely responsible for the payment of salary, remuneration and/or other dues including bonus or other emoluments whatsoever to which such staff is or will be entitled by contract or otherwise or under any law for the time being in force or which may come in force during the currency of the agreement. The contractor will sanction weekly off to the members of the unit and will also be responsible for their leave and the deployment of substitutes in place thereof without any cost on part of CSIR-IIIM.

40. The Agency will make replacement without any extra cost on the part of CSIR-IIIM, in cases where any member of the unit falls sick or proceeds on leave.

41. The payment for the last month of the contract will be made only after receiving a No Dues certificate from the Administration and Accounts.

42. That all liabilities arising out of accident or death while on duty shall be borne by the contractor. Contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

43. That the contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.

44. That the contractor shall be responsible to maintain all property and equipment of the Department entrusted to it. Any damage or loss caused by contractor's persons to the Department in whatever shape would be recovered from the contractor.

45. That any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor or his /her authorized representative personnel shall attend the court as and when required.
46. That If as a result of post payment audit any overpayment/ underpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the contract, it shall be recovered by the Department from contractor.
47. . That contractor has to make suitable arrangement at his own cost (inclusive of installation, operation and maintenance) for biometric attendance for opening and closing hours of contract staff assigned for specific job. Only computer generated real time record of biometric attendance will be accepted as attendance and record of same must be accessible to controlling authorities of CSIR-IIIM and installation of machines shall be made at specified location as per instruction issued to contractor by CSIR-IIIM.
48. The contractor shall within 01 month of the award of work to produce a license/permission from the Labour Commissioner, Ministry of Labour, Govt. of India, for undertaking the work. If the licence/permission is not received by the stipulated time, the award of work to him shall be liable to be cancelled. **Income Tax @2% and GST @2% shall be deducted at source** as applicable and shall be remitted to Income Tax Department and the Central Board of Indirect Taxes and Customs (CBIC) respectively.
49. 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.

DECLARATION I/We undertake to abide by the terms and conditions of the Security Service bid/contract/agreement. The persons to be deployed in CSIR-IIIM for Security Services shall be the employees of the Contractor and shall have no claim for absorption/appointment in CSIR-IIIM.I/we also undertake to execute the necessary agreement before simultaneous commencement of work at both campuses, if awarded.

Signature & Seal of Bidders

CSIR- Indian Institute of Integrative Medicine

(Formerly known as Regional Research Laboratory, Jammu)

Canal Road, Jammu – 180 001 (INDIA)

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

NIT No.-M12012/01/2024-Works

Dated:20.09.2024

ANNEXURE-I

Price Bid Breakup

Present Wage structure as per notification of Chief Labour Commissioner (Central), New Delhi (for information only) (Revised Rates w.e.f Ist April 2024). The Financial Bid/ price bid breakup is mentioned as follows:

S.No.	DESCRIPTION	Security Guard (without arms) in Rs.	Security Supervisor
1.	Basic Pay (Minimum Basic Pay plus VDA)		
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.	TOTAL A(1+2+3+4+5)		
	Number of Working days in a month		
9.	Monthly cost		
10.	Tenure duration of Employment (in months)		
11.	No. of resources to be hired		
12.	Per Annum Expenditure(without GST)		

	Per Annum Expenditure including GST@18%		
10.	Service Charges on Basic wages plus VDA, EPF, ESI, EDLI and EPF admin Charges(i.e., on S.No.12)		
11.	TOTAL C		
12.	Grand Total		

NOTE: 1. The CONTRACTOR shall provide adequate relieving guards to meet mandatory weekly offs, leave/sickness, National Holidays etc. for deployment at CSIR-IIIM. The contractor will sanction weekly off to the members of the unit and will also be responsible for their leave and the deployment of substitutes in place thereof without any cost on part of CSIR-IIIM. No other payment shall be made except the prices mentioned at ANNEXURE I.

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 within the last five financial years from 1st April 2019 to 31st March 2024 (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: NIT No.-M12012/01/2024-Works

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](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. 50/- 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), Fathers 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 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 by the security agency on 08hours notice.
- Qualified, experienced Supervisors/security guards below 55 years of age shall only 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 Organization/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 Establishment Regn./Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act etc
4.	Valid license issued under Private Security Agencies(Regulation) Act, 2005
5.	Valid Registration Certificate with Labour Commissioner/Licensing Officer and holding a valid Labour License under Central Labour (Regulation & Abolition Act, 1970) for similar type of security services for minimum 50 Nos. of Security Manpower.
6.	EMD Detail. MSME/NIC Registration for getting EMD Exemption if any.
7.	Copy of Annual Return Over certified by the Chartered Accountant for the Financial Years 2020-21, 2021-22 and 2022-23 with minimum average annual turnover of Rs. 120 lakh per annum during the last three financial years ending March31, 2023.
8.	Proof of registered main/branch office address at Jammu supported by duly certified proof
9.	GST registration certificate and Copy of GST Return (GSTR-I) for the last three Financial Year i.e., 2020-21, 2021-22, 2022-23.
10.	EPF Registration No. and Copy of proof of deposit/amount deposited in EPF for last 03 Financial Years i.e. 2021-22, 2022-23, 2023-24.
11.	ESI Registration No.
12.	Copy of PAN card and Income Tax returns for the last three financial years Copy of Income tax return (ITR) for the last three assessment years i.e., 2021-22,2022-23 &2023-24
13.	Copies of Balance Sheet for the last three Financial years 2020-21, 2021-22 and 2022-23.

14.	Work Completion Certificates along with work orders (Satisfactory performance letters from these cited contract holders must be attached) as per ANNEXURE-II
15.	Solvency Certificate of the bidder from the Nationalised/Scheduled bank for value of Rs.95 Lakh.
16.	Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address, AADHAR Card and office contact numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names address and contact numbers of Directors/Partners also;
17.	Copy of latest Character Certificate of the Bidder(s).
18.	Self-declaration that the firm is not an agent or an intermediary
19.	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
20.	Tender Acceptance Letter as per ANNEXURE-III
21.	Declaration of Relationship as per ANNEXURE-V
22.	Undertaking by the Contractor as per ANNEXURE-VI
23.	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 "AnusandhanBhawan," 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 and also submit the monthly attendance chart to the office.
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 qamarbandh, anklets, ankle boots, web belt (with baton strap), pagri, beret with ceremonial headdress, whistle, torches, etc. The seasonal equipment such as jerseys 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.
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.

14. **Service Charge:** Service charge will be calculated on Minimum wage, ESI, Provident Fund, EDLI, EPF Admin Charge and Bonus Component only. In Earlier contracts, 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 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 and GST 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. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM. Thus, the bidders quoting service charges less than 3.85% shall be summarily rejected.

Calculation Formula for the service

Total Cost =

$$\begin{aligned} & (((\$basic_pay + \$esi + \$provident_fund + \$edi + \$epf_admin_charge + \$bonus + \$non_mandatory_1 + \\ & \$non_mandatory_2 + \$non_mandatory_3) * \$number_of_working_days) * 1.18) + \\ & (\$percentage_of_service_charge * ((\$basic_pay + \$esi + \$provident_fund + \$edi + \$bonus + \$non_man \\ & datory_1 + \$non_mandatory_2 + \$non_mandatory_3) * \$number_of_working_days) / 100) \\ &) * \$quantity * \$tenure_duration_of_employment \end{aligned}$$

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 lose 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 contact.

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

Rafi Marg,

1. Sr. Controller of Administration
For and on behalf of
CSIR, Anusandhan Bhawan, 2,

New Delhi – 110001.

Rafi Marg,

2. Controller of Finance & Accounts
For and on behalf of
CSIR, Anusandhan Bhawan, 2,

New Delhi – 110001.

Witness
Witness

Witness
Witness

1.....
2.....

1.....
2.....

