



**NATIONAL INSTITUTE OF SCIENCE
COMMUNICATION AND POLICY RESEARCH**



**Vigyan Sanchar Bhawan
Dr. K. S. Krishnan Marg, Near Pusa Gate
New Delhi – 110012 (India) and
Vigyan Soochna Bhawan
14, Satsang Vihar Marg, New Delhi – 110067
25843130, 25842990 extn. 276 & 358
(www.niscpr.res.in)**

E-TENDER DOCUMENT

**Name of work:- “Providing of Security Services at NIScPR, Pusa and SV Marg Campus,
New Delhi” for a period of 02 (two) years.**





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NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND POLICY RESEARCH

No. 11(22)NIScPR/G/2023

Dated :

NOTICE INVITING TENDER

Name of the work : **“Providing of Security Services at NIScPR, Pusa and SV Marg Campus, New Delhi” for a period of 02 (two) years.**

E-tender is invited under Two-Bid system from the registered security agencies, having capacity to provide physically fit ex-servicemen/ex-paramilitary personnel to perform the security duties at the premises of CSIR- National Institute of Science Communication and Policy Research, Dr. K.S. Krishnan Marg, Pusa Gate, New Delhi-110012 and Satsang Vihar Marg, New Delhi-110067 on contract basis having tender value approximate Rs as per GeM Bid /- (Rupees eight only) **for a period of two years. Total Guards (without Arm) 27 + 02 Supervisor At least 90% ex-servicemen have to be deployed. For complete details please visit CSIR-NIScPR website www.niscpr.res.in and GeM Portal.**

Sl. No.	Name of the work	Providing of Security Services at CSIR- National Institute of Science Communication and Policy Research
1.	Duration	Two years
2.	Cost of Tender	As per estimate mentioned in Gem Bid
3.	Cost of Tender Document	Zero
4.	Document Publish date	
5.	Bid submission start date	
6.	Bid submission end date	
7.	Bid (Technical Bid) open date	
8.	EMD	As mentioned in the GeM Bid. To be paid through online A/c No. 110003874485 IFSC Code: CNRB0019100 in favour of Director, CSIR- National Institute of Science Communication and Policy Research payable at New Delhi. In accordance with Rule 170 of GFR, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), are exempted from payment of Earnest Money Deposit (EMD)
9.	Performance Security (to be submitted by the successful bidder on acceptance of Award of work).	10% of contract value
10.	Financial Status	The Agency shall produce a solvency certificate of value of Rs. 20,00,000/- (Rupees twenty lacs only) from a Nationalized/ Schedule Bank.

Note : Only online bids will be accepted. If any holiday is declared on any above date, the action will be taken on next working day.

Security agencies are required to submit their bids online. Hard copies of the Bids duly signed by the authorized signatory on each page should also be deposited in the General Section latest _____.

Administrative Officer
ao@niscpr.res.in

NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND POLICY RESEARCH

No. 11(22)NIScPR/G/2023

Dated :

Director, CSIR- National Institute of Science Communication and Policy Research, Dr. K.S. Krishnan Marg, Pusa Gate, New Delhi-110012 and Satsang Vihar Marg, New Delhi-110067 invite online tenders under Two-Bid system from the registered security agencies, having capacity to provide physically fit ex-servicemen/ex-paramilitary personnel to perform the security duties at the premises of CSIR- National Institute of Science Communication and Policy Research, Dr. K.S. Krishnan Marg, Pusa Gate, New Delhi-110012 and Satsang Vihar Marg, New Delhi-110067 on contract basis having tender value approximate as per GeM BiD (Rupees only) **for a period of two years. Total Guards (without Arm) 27 + 02 Supervisor At least 90% ex-servicemen have to be deployed. For complete details please visit CSIR-NIScPR website www.niscpr.res.in and GeM Portal.**

NOTE: Security Agencies/bidders have to quote their Service Charge in Percentage only on minimum wages. All other liabilities like Bonus GST, EPF ESIC etc. applicable which may vary from time to time as per Govt. orders, will be reimbursed to the contractor by CSIR-National Institute of Science Communication and Policy Research on production of documentary proof.

Security Agencies should have been registered under :-

- i) Private Security Agency (Regulation) Act 2005/or be empanelled with the Directorate General Resettlement.
- ii) Contract Labour (Regulation & Abolition) Act, 1970.
- iii) ESIC
- iv) EPF
- v) PAN No. and GST etc.

Agency should have successfully carried out work of a similar level (at least three security contract each amounting to 40% OR two security contracts each amounting to 50% OR a single security contract amounting to 80% of estimated cost during any of the last five years in National Laboratories/Govt./Semi-Govt./Autonomous Bodies/Public Sector Undertaking). Tender without EMD will be rejected straightway without any further action or any documentary evidence in support of relaxation provided by the Government or its agency from time to time as per rules, which shall be submitted alongwith tender form.

Security Agencies fulfilling the conditions may submit online tender to Director, CSIR-National Institute of Science Communication and Policy Research (<https://niscpr.res.in>). The tenderer may ensue that all he requisite documents i.e. PSARA/Director General of Resettlement, PAN issued by Income Tax Department, Contract Labour Licence (Central) registration under ESIC, EPF and GST Act, satisfactory performance certificates issued by the Organizations for providing security services in the last five years etc. are to be submitted

alongwith DD/Pay Order towards the EMD as per GeM Bid /- (Rupees only) etc. in favour of Director, CSIR- National Institute of Science Communication and Policy Research A/c No. 110003874485 IFSC Code: CNRB0019100. Document can be downloaded from the Institute website as per procedure mentioned above, failing which the tender shall be rejected. Tenders received upto the time and date mentioned above will be opened by a duly constituted Tender Opening Committee. Tenders received after due date & time and/or without EMD/Exemption shall not be considered. The Institute will follow the latest Government of India rules and regulations as applicable, time to time.

Director, CSIR- National Institute of Science Communication and Policy Research reserves the right to accept or reject any or all the tenders received or accepts any or all the tenders wholly or partially, without assigning any reasons thereof. In case of Holiday on any particular day, the tender will be opened on next working day at same time.

ADMINISTRATIVE OFFICER

GENERAL INSTRUCTIONS TO THE BIDDERS:-

1. The Security Agencies is to provide Security Services at the both the premises of CSIR-NIScPR i.e. Pusa Campus and S.V. Marg Campus.
2. At all the places where Security Services is to be provided, bidder shall engage ex-servicemen/ex-paramilitary personnel. Security Service to be provide at its best endeavours for materials and the staff working in the premises of CSIR -National Institute of Science Communication and Policy Research including monitoring with engagement, one security guard having technical knowledge & sufficiently capable to monitor surveillance of the premises on CCTV on etc.
3. Wages rate for Security Supervisor & Security Guard (including two lady guards) will be payable as per Minimum Wages declared by Government of India or State Government, whichever is higher, and amended from time to time. In case of deployment of non ex-serviceman, the rates of Skilled & Semi-skilled worker will be paid as per Chief Labour Commissioner (Central) or State. In this case the Security Guard will be considered under Semi-skilled and Security Supervisor under the Skilled category. The bidder must quote only his Service Charge online in percentage (%) both in numbers and words. All statutory liabilities/taxes & EPF, ESIC, Bonus and GST etc. will be reimbursed by CSIR-National Institute of Science Communication and Policy Research on production of proof. At least 90% ex-service men have to be deployed. Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned and the disputed amount has to be submitted in the first instance at the time of tender submission.

3. ELIGIBILITY OF THE BIDDERS :-

- 3.1 The security agency should be in the security contract business for at least 05 (five) years consecutively.
- 3.2 The security agency should have registration under the Company's Act.
- 3.3 The security agency should submit up-to-date Income Tax Clearance Certificate
- 3.4 The Agency should have minimum 75 (seventy five of guard) ex-service man on its payrolls.

- 3.5 The Agency has to produce Satisfactory Performance Certificate from organizations where the contractor has provided Security service during the last five years.
- 3.6 Tender without EMD/Exemption will be rejected without any further notice if the security agency fails to submit the specific documentary evidence in support of relaxation so granted by the Government authority.
- 3.7 Security Agency should be registered under Private Security Agency Regulation Act, 2005/ be empanelled with Director General of Resettlement.
- 3.8 The bidder having Annual Turn over Rs.6,25,00,000/- (Rs. Six crores, twenty five lacs only) and above continuously during the preceding 05 years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) which shall be duly certified by a Chartered Accountant, having GST and PAN registration and who have worked for National Laboratories/Institutes, Govt. Depts., Semi-Govt. Organizations, PSUs/Autonomous Bodies & have successfully carried out (started & completed) satisfactory execution of works.

4. QUALIFICATION OF THE BIDDERS:

- 4.1 The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 4.2 Memorandum of Understanding has to be provided in case the Bidder comprises of Partnership firm.
- 4.3 The Bidder shall submit full details of his ownership and control and shall submit the Certificate of Incorporation along with its Memorandum of Articles of Association, if it is a Company of Society etc.
- 4.4 Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price bid will not include any such amount. If the CSIR subsequently finds to the contrary, the Director, CSIR- National Institute of Science Communication and Policy Research reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract, if already awarded to the Bidder, to be null and void.
- 4.5 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4.6. The Bidder has to deposit EMD of Rs.5,07.026/- through DD/Pay order/FD in favour of Director, CSIR- National Institute of Science Communication and Policy Research payable at New Delhi A/c No. 110003874485 IFSC Code: CNRB0019100. The scanned copy of the same has to be submitted in soft format online. In accordance with Rule 170 of GFR, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), are exempted from payment of Earnest Money Deposit (EMD) subject to production of relevant exemption certificate.

4.6 **ONE BID FOR EACH BIDDER**

4.7 Each bidder shall submit only one tender either by himself or by his partner. If a bidder or any of the partners participate in more than one bid, the bids are liable to be rejected.

4.8 Bids of all those firms whose past performance in last 05 years in CSIR System has been of remained unsatisfactory shall not be considered and shall be liable to be rejected outright.

4.9 Evidence of adequacy of working capital for the smooth execution of this contract (access to line(s) of credit and availability of other financial resources) will have to be submitted.

4.10 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

4.11 Each bidder shall submit only one tender either by himself as a member of Partnership firm. The prospective bidding firms/agencies parties/contractors of the nature of a joint venture, consortium or association will not be entertained by CSIR-NIScPR in the binding process.

4.12 The Agency shall produce a solvency certificate of value of Rs. 20,00,000/- (Rupees twenty lacs only) from a Nationalized/Schedule Bank.

4.13 **Qualification Documents to be submitted** : To judge their qualification, all bidders should be asked to include the following information and documents with their bids:-

i) Copies of original Registration Certificate documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder. Appropriate business licences/registration :

a) Copy of Service Tax Registration certificate

b) Copies PAN Number, GST No.

c) Copies of EPF, ESI, Labour license

d) Copy of valid license under the Private Security Agencies (Regulation) Act, 2005 or the similar Act/Rules promulgated by State in which the services is performed (in case of Security Services)

e) The bidder having Annual Turn over Rs.6,25,00,000/- and above continuously during the preceding 05 years) which shall be duly certified by a Chartered Accountant

ii) Total monetary value of Services performed for each of the last five years.

Note : The Bidders who do not fulfil the criteria as stated above shall be rejected during the Evaluation of Technical Bid.

Bid of all those firms whose past performance in this Institute has remained unsatisfactory shall not be considered and shall be liable to be rejected out rightly.

5. VISIT TO CSIR- National Institute of Science Communication and Policy Research

5.1 The bidder is required to provide security services at the premises of CSIR-NIScPR and is advised to visit and acquaint himself/the guards/supervisors deployed by him with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the CSIR- NIScPR and Campuses and is aware of the operational conditions prior to the submission of the tender documents. The bidder shall not make or cause to be made any alternation, erasure or obliteration to the text of the tender document.

6. **CLARIFICATION FOR TENDER DOCUMENT**

6.1 In case the bidder has any doubt about the meaning of anything contained in the TENDER document, he shall seek clarification from the Administrative Officer CSIR-NISCPR, ao@niscpr.res.in Telephone Numbers : 25843130,25842990 extn 276 & 358 before submitting his bid and such clarification, along with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communication between the bidder and the CSIR-NIScPR shall be carried out in writing.

6.2 Except for any such written clarification issued by the Administrative Officer CSIR-NISCPR which is expressly stated to be an addendum to the tender document issued by the CSIR-NISCPR, no written or oral communication, presentation of explanation by any other employee of the CSIR- NISCPR shall be taken to bind or fetter the CSIR-NISCPR under the contract.

7. **PREPARATION OF BIDS**

7.1 The Bidder has to quote service charge (Contractor's profit) on minimum wages (excluding Taxes, EPF, ESIC, GST & bonus etc) online only as mentioned in price bid.

7.2 Conditional bids/offers shall be summarily rejected.

8. **BID SECURITY:**

8.1 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of as per GeM Bid (Rupees ----- only)) through Demand Draft/Fixed Deposit/Online transfer of money in favour of Director, CSIR-National Institute of Science Communication and Policy Research, New Delhi. The Bid Security should remain valid for a period of ninety days beyond the final bid validity period.

- 8.2 Bid securities/ EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 8.3 Bid security (Earnest Money Deposit of As per GeM Bid (Rupees only) of the successful bidder shall be returned after submission of Performance Guarantee (3% of work awarded cost) issued by a Scheduled Bank.
- 8.4 Bid Security (EMD) shall be forfeited if the bidder withdraws his bid during the period of validity of the tender or if the successful bidder refuses or neglects to execute the Contract or fails to provide the required number of security personnel or fails to furnish the required Performance Guarantee within the time frame specified by the CSIR- National Institute of Science Communication and Policy Research.
9. **ACCEPTANCE OF BIDS:**
- 9.1 CSIR-NIScPR reserves the right to accept any tender and to reject any or all the tenders and is not bound to accept the lowest or any tender and may at any time by notice in writing to the bidders terminate the tendering process. Tender without EMD/Exemption will be rejected without any further action/notice.
- 9.2 Tender will be rejected if it is found that the contractor is black listed on previous occasions by any of the Govt. Departments Semi-Govt./Institutions/Local Bodies/Municipalities/ Public Sector Undertakings, Autonomous Bodies etc.
10. **AWARD OF CONTRACT:**
- 10.1 CSIR-NIScPR will award the contract to whomsoever firm will quote lowest service charge, bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- 10.2 The successful bidder will be required to execute an agreement in the form appended here to within a period of 15 days from the date of issue of Award Letter.
- 10.3 The successful bidder shall be required to furnish a Performance Guarantee with 15 days of receipt of Award Letter for an appropriate amount in the form of Bank Guarantee/FDR from a bank in favour of Director, National Institute of Science Communication and Policy Research, New Delhi. The Performance Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.
- 10.4 The Bid shall remain valid for acceptance for a period of 90 days from the last date of submission of tender.

11. **TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES**

1. The Contractor will maintain a duty register and shall record daily deployment of security personnel at the designated duty point. This will be countersigned by the Security Officer/Authorized official of the CSIR- National Institute of Science Communication and Policy Research. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
2. Adequate supervision shall be provided by the contractor to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the security personnel deployed by the Contractor, the supervisory staff of the Institute will supervise in their areas of responsibility.
3. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR- National Institute of Science Communication and Policy Research.
4. Contractor and its security personnel shall take proper and reasonable precautions to preserve the Institute from theft, loss, destruction, waste or misuse of its property. The security guards/security supervisors will not misuse any responsibility given to them by the CSIR- National Institute of Science Communication and Policy Research and shall not knowingly lend to any person or company any of the property of the CSIR-NIScPR under its control.
5. The security staff shall not accept any gratification/bribe/enticement or reward in any form.
6. The contractor shall have the responsibility to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract at his own cost.
7. Under the terms of their engagement agreement with the Contractor, the Security personnel shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
8. The personnel engaged by the contractor shall be in proper uniform of the Contracting firm, be properly groomed and neat & clean, bearing proper name badge, wearing closed shoes, along with cap/hat, raincoat/woollen coat or jacket (as per weather conditions) and properly equipped with whistle, baton/stick (danda) and good quality torch with working batteries, failing which this will invite a penalty of Rs.100/- in each occasion when they are found without any of the aforementioned. Habitual offenders should be removed from the security duty of CSIR-NIScPR. The penalty on this account shall be deducted from the Contractor's bills. As per government regulation, the personnel deployed on duty in the premises of the NIScPR shall also wear mask/gloves and use hand sanitizers etc. as a measure on anti Covid-19 prevention.

9. The personnel engaged must be extremely courteous and display pleasant mannerisms in dealing with the Staff and Visitors of CSIR-NIScPR and they should project an image of utmost discipline and devotion to duty. They should not have any addictions, nor indulge in any vice or addiction while on duty. During their duty time they must not talk for prolonged periods/use social media/view movies or videos or do any other work on their mobile phone or on mobile phone of any other person. If observed or found doing so, the contracting firm shall immediately remove such person from the duty point forthwith and provide immediate replacement guards/supervisor to NIScPR. The CSIR-NIScPR shall have right to have any guard/supervisor removed in case of staff/visitors complaints or as decided by representative of the CSIR-NIScPR if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
10. The eight hours shifts generally starts from 0700 hrs. to 1500hrs., 1500 hrs. to 2300hrs. and 2300 hrs. to 0700hrs. However, the timings of the shifts are changeable and shall be fixed by the CSIR-NIScPR from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the CSIR-NIScPR for double duty, if any.
11. The payment to the contractor would be made on monthly basis based on the actual shift manned/operated by the personnel engaged by the contractor and based on the documentary proof jointly signed by Security Officer/representative of the CSIR-NIScPR and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by this Institute.
12. Any damage or loss caused by contractor's personnel to CSIR-NIScPR in whatever form shall be recovered from the contractor.
13. The CSIR-NIScPR will allow familiarization of the security arrangements required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
14. In case (a) any of contractor's personnel(s) deployed under the contract is/are absent, a penalty equal to double the wages of numbers of guards/supervisors absent on that particular day shall be levied by the CSIR-NIScPR and the same shall be deducted from the contractor's bills.
(b) In case, if the personnel deployed by the contractor under the contract fails to report for duty in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in this agreement shall be levied.
15. 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, etc. The contractor's personnel shall attend the court as and when required.
16. The contractor shall have and maintain his own Establishment/Administration etc. at his own cost to ensure effective and satisfactory performance of his liabilities and responsibilities under the contract.

17. The contractor shall bear all the expenses incurred on torches and cells, batons/lathis/ballams etc. and all other equipment & implements such as stationary for writing duty charts and registers at security check points for records keeping as per requirements.
18. The CSIR-NIScPR shall not be responsible for providing residential accommodation to any of the security personnel engaged by the contractor.
19. The contract shall disburse the wages to its security personnel deployed in the CSIR-NIScPR by 7th/10th of every month online/through ECS/through bank account of security personnel as per Labour Law.
20. Only on-line bids (Technical and Financial) will be valid. Off-line bids shall be opened only in case where due to any technical snag, it is well established beyond doubt that not even a single bidder is/ was able to apply online. If on-line bid is made by even a single bidder, it will be considered that online bid is functioning and in that case off-line bids will not be opened.
21. The security personnel will be rotated after completion of eleven months or earlier, as decided by the concerned officers of the Institute who are responsible for maintenance of security of the Institute.
22. Contractor will be fully responsible for any accident or mishaps involving security personnel engaged by the contractor and the contractor solely would be liable to pay any claims made by the victims. The contractor shall indemnify the CSIR-NIScPR from any claims arising out of accidents, disabilities of any nature or death arising out of any of the provisions under law, or any other nature in respect of all the guards/supervisors/personnel engaged by the contractor. The contractor will fully indemnify CSIR-NIScPR against all claims in this regards.
23. The contractor and his staff shall follow the rules and regulations of the CSIR-NIScPR in force and instructions issued from time to time for Eco-campus/Green-Campus also. The CSIR-NIScPR will be free to take action against the contractor for violating the same.
24. The security guards engaged by the Contractor shall not be over 58 years in any case. However, Supervisors retiring from the ranks of JCO's or equivalent can be engaged upto the age of 60 years.
25. The contractor shall be fully responsible for providing minimum wages, EPF, ESI etc. In accordance with the terms and conditions of the agreement, to the personnel deployed. As and when any of personal comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

12. SCOPE OF WORK FOR PROVIDING SECURITY SERVICE:

1. The Security Supervisor of the contractor shall be responsible for making overall security arrangements in the CSIR-NIScPR Campuses located at Pusa Gate & SVMarg, New Delhi.

2. Security Supervisor will ensure that the instructions issued related to security arrangement by CSIR-NIScPR are strictly followed and there should be no lapse of any kind.
3. No outsiders are allowed to enter the Institute (both the campus) without proper Gate Pass issued by the authorized Officer/Person of the CSIR-NIScPR at the main gate/reception.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for In-Out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available to the contract or his Security Personnel and it shall be the duty of the contracting firm/their deployed personnel to obtain the same and update the information from time to time.
5. The officers and staff of the CSIR-NIScPR will keep the Identity Cards with them for checking and allowing entry by Security Personnel.
6. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the CSIR-NIScPR and the same will be mentioned personally by the concerned authorities from time to time for its optimum utilization.
7. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Institute. The Guard deployed at each security point shall be alert to their surrounding areas and take limited rounds within their security point/areas for surveillance of their designated areas and also for prevention of any offence by others.
8. The Guards on duty will also take care of the surveillance and protection of fixed and movable assets such as vehicles, scooters/motor cycles/bicycles etc. Parked in the parking sites located within the premises.
9. Entry of the street dogs and stray animals into the premises is to be prevented. They should be driven out immediately without cruelty.
10. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, electric poles, lamp posts/installations etc. installed in the open space all over the premises.
11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
12. The security guard on duty shall not leave his/her designated point/area of duty or the premises of the Institute until his/her reliever reports for duty and also reached his/her point to take over the charge from him/her.
13. Any other provisions as advised by the Director, CSIR-NIScPR may be incorporated in the agreement at later stage. The same shall also be binding on the Contractor.
14. The Bidder undertake not to charge any money/fee/deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any

unlawful deductions from the compensation/salary of the manpower/employees/ resources engaged by it and, to be deployed at CSIR-NIScPR sites. The Bidder further agrees that it will not indulge in any unethical practices and acknowledge that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the employer (NIScPR) and GeM shall have the right to take appropriate independent actions including termination of the Contract shall be taken.

15. The Security Agency is expected to provide professional and quality services to CSIR-NIScPR. Its entire staff deployed at CSIR-NIScPR must be issued with a permanent Identity cards and Uniform as stated below :-

Summer Dress :

Sl.No.	Item	Quantity
1.	Shirt	02 Nos.
2.	Trouser	02 Nos.
3.	Shoe	1 Pair
4.	Socks	2 Pair
5.	Belt Leather/web belt	1 for each
6.	Line Yard	1for each
7	Whistle	1 for each
8	Shoulder badge/monogram of the Security Agency	1 for each
9.	Stars (for Security Supervisor)	2 pair for each
10	Cap	

Winter Dress : Jersey Woolen (with uniform colour) – 1 for each

Rainy Season :

- 1. Gum Boot - 1Pair each
- 2. Rain Coat - 1No.for each

13. CONTRACTOR'S OBLIGATIONS:

1. That for providing satisfactory services under this contract, the contract has agreed to deploy a total 02 Supervisors and 27 Security Guards (including relievers) on different points of the CSIR-NIScPR Campuses.
2. That for performing security duties, the Contractor shall deploy persons round the clock in 08 shift only. It is further agreed that Contractor shall engaged physically fit persons and below the age of 58 years for security guards duties and security supervisors retiring from the ranks of JCO's or equivalent can be engaged upto the age of 60 years.
3. That the contractor shall communicate the proof of ex-service men, the names, parentage, residential address, age, etc. of the persons deployed at each point.
4. That the Contractor shall issue identity cards to the security guards.

5. That Director of the Institute or any other persons authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that required number of persons are deployed and that they are doing their duties.
6. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR-NIScPR to be taken out of the premises without a Gate Pass sign by the designated officials.
7. That 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 Labs/Instt. and if there is any loss to the Labs/Instt. on account of dishonesty, connivance and/or due to any cause the Contractor shall make good on demand the loss to the Labs/Instt. the Contractor shall report promptly to the Labs/Instt. any theft or pilferage that take place or where any attempt is made to that effect and loss, if any, shall be recovered from the Contractor.
8. The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel deployed in the premises of the Institute. 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 the CSIR-NIScPR. The service provider shall ensure to get the Police Verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
9. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the work shall be the employees of the Contractor for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the CSIR-NIScPR shall accrue simpliciter or explicitly.
10. That the contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum wages Act, PP Act, ESI Act, Bonus Act, Maternity Benefit Acts, Shops and Establishment Act and relevant Acts etc. as applicable and amended from time to time.
11. That the Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Shops and Establishment Act.
12. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contractor Labour (Regulation & Abolition) Act, 1970, as amended from time to time or furnishing any information, or submitting or filing any settlement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability, be penalized leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed for every default, breach or furnishing, making, submitting, filing such materially incorrect statement and in the event of the Contractor defaulting continuously in this respect, the performance/security money shall be liable to be forfeited or appropriated.
13. In all purposes, the Security Supervisor/Security Guards are the employees of the Security Agency. There is no employee/employee relationship between the Security Supervisor/ staff and the Principal Employer.

14. **CSIR-NIScPR OBLIGATIONS:**

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a service charge as quoted in the Financial Bid/Price Bid on monthly basis. The salary and other allowances shall be made on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab/Institute in this regards.
2. That the aforesaid amount has been agreed to be paid by CSIR-NIScPR to the Contractor. The contractor shall not increase any amount on any ground whatsoever during the period of this agreement.

15. **PAYMENT CONDITIONS**

1. The contractor will be responsible for making the payment directly to the Bank accounts of its workers by 7th of each month from his own sources, subsequently raise the bill for reimbursement, which will be verified on the basis of actual amount disbursed based on attendance.
2. The contractor will submit the monthly bills for reimbursement in duplicate after satisfactory completion of the work and payment to the workers, to the office for certificate for pro rata reimbursement. The office on the receipt of the bill will check the work record and there after process the bill for payment.
3. Payment will be made by the institute to the contractor on monthly basis on submission of bills along with the certificate of satisfactory performance of work form the concerned officer of the CSIR-NIScPR. The payment towards EPF, ESI, Bonus, Service Charge and GST shall be claimed by the contractor on submission of sufficient proof of remittance.
4. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there be no linkage between this payment and settlement of the contractor's bill from the CSIR-NIScPR.
5. The contractor shall remit the statutory remittances of EPF/ESI/GST every month as per rules extant exclusively for CSIR-NIScPR and shall not combine with the remittances of any other firm.

16. **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 work may be got done from another agency at the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, CSIR-NIScPR, 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 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 CSIR-NIScPR on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

17 **COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of two years or till award of fresh manpower contract whichever is earlier. This agreement may be extended on the basis of satisfactory performance by the contractor, in case fresh tender for manpower contract is not finalized during three months period.
2. That this agreement may be terminated on any of the following contingencies: -
 - a) On the expiry of the contract period as stated above
 - b) By giving two month's notice by CSIR-NIScPR on account of following
 - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, CSIR-NIScPR.
 - c) The contractor being declared insolvent by Competent Court of Law.
3. 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.
4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR-NIScPR.

18. **ARBITRATION**

1. In the event of any question/dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceeding under this clause.
4. Any difference/dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre(DIAC) , Delhi High Court, New Delhi.

Checklist for Technical Bid Documents

S.No.	Document to be attached	Page No.
1	EMD details	
2	Name, address of firm/Agency Telephone/Mobile Numbers and e-mail to inform them regarding opening of price Bids	
3.	Self attested copies of registration under Private Security Agencies (Regulation) Act 2005/empanelment with Director General of Resettlement (DGR).	
4	Authorized person of the firm/agency etc. with local (Delhi) name & designation and office address telephone/Mobile Number	
5	Self attested copy of registration under the Shops and Establishment Act.	
6	Tendering Agency Profile	
7	Self attested copy of PAN card of Company/Proprietor	
8	Self attested photocopy of GST Registration Numb...	
9	Self attested photocopy of valid EPF Registration Number	
10	Self attested photocopy of valid ESIC Registration Number	
11.	Self attested photocopy of Registration with DGR	
12	Self attested copy of last three months Electronic Challan cum Returns (ECR)	
13	Self attested copies of proof of experience for providing security services in the last five years with satisfactory performance certificates issued by the central govt./ state or autonomous organization where the agency has provided/ providing security services	
14	List of clientele alongwith experience letters from the clients	
15	Signed copy of deed of indemnity	
16	Sign copy of No relation Certificate	
17	Copy of Agreement	
18	No conviction certificate as per the technical Bid requirement	
19	Solvency Certificate of value of Rs. 20.00 lacs	
20	Self attested copy of Registration certificate of four wheeler.	
21	Self Attested copy of Registration certificate of four wheeler Signed copy of the terms & conditions of the contract having signature of the bidder on each page	

**Signature of the Bidder/Authorized Person
(Name and Address of the Bidder)**

TENDER ACCEPTANCE LETTER

(To be given on company letter head)

Date:

To,

**The Director
NIScPR,
Dr. K.S. Krishnan Marg,
New Delhi-110012**

Sub: Acceptance of Terms & Conditions of Tender

Tender No.

Name of tender/Work: Providing of Security Services to CSIR NIScPR, Pusa & SV Marg, Campus, New Delhi

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the website(s) namely e-tendering portal <https://etenders.gov.in/eprocure/app> as per advertisement given in the above website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents, which form, part of the contract agreement and I/We shall abide hereby the terms/conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has 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/entirely.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Deptt./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/organisation 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 absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)

The relevant details of bank account may be furnished for Electronic Clearance System (ECS). The beneficiary is requested to either provide the Photostat copy of cancelled cheque or to take attestation from concerned bank, as a documentary support.

BANK ACCOUNT DETAILS FOR RTGS / NEFT OF THE AGENCY

1. NAME AND ADDRESS OF THE AGENCY _____

2. NAME OF THE BANK _____

3. ACCOUNT NUMBER _____

4. BRANCH NAME _____

5. MICR No. _____

6. IFSC CODE _____

SIGNATURE OF THE CONTRACTOR

PERFORMANCE GUARANTEE

To

Council of Scientific & Industrial Research

In consideration of Council of Scientific & Industrial Research (hereinafter) called "The Council" having awarded to M/s. _____ a Company registered under the Companies Act 1956 (hereinafter) called the Contractor, a contract for (hereinafter) called the said contract under the terms and conditions of an Agreement dated _____ made between the Council and the Contractor hereinafter called the said agreement and Council agreed to accept a Deed of Gurantee as hereinafter provided for Rs. _____ (Rupees _____ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per t he terms and conditions of the contract on the condition that the Bank on demand from the Council and without demur pay to the Council the aforesaid amount.

1. We, _____ Bank Ltd., (hereinafter) referred to as the 'bank' do hereby undertake to pay to the Council and amount not exceeding Rs. _____ against loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms of conditions of the said agreement by the said contractor.
2. We, _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Council for reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract should be six months from the probable date of completion viz., the _____ day of _____. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Council the said sum of Rs. _____ or such lesser sum as Council may demand.
4. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
5. Notwithstanding anything hereinbefore contained, the liability of the Bank under this guarantee is restricted to Rs. _____ (Rupees _____ only) and claim or demand under this guarantee is presented to the Bank within six months from that date all the rights of Council under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

PARTICIPATION OF NEAR RELATIVES OF EMPLOYEES IN THE TENDER IN UNITS

(On Letter Head of the Bidder)

I _____ S/o _____

hereby certify that none of my relative(s) as details given below is/ are employed in CSIR-NIScPR/CSIR as per details given in tender document.

In case at any stage, if it is found that the information given by me is false/ incorrect, CSIR-NIScPR/CSIR shall have the absolute right to take any action deemed fit without any prior intimation to me.

TENDERER'S SIGNATUREDATE:

OFFICIAL STAMP:

Definition:

A person shall be deemed to be a relative of another if,(a) they are members of a Hindu undivided family; 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 son, son's wife, son's daughter, son's daughter's son, daughter's daughter's daughter, daughter's daughter's husband, brother (including step brother) brother's wife, Sister (including Step sister), sister's husband.

In case of dispute of any kind and in respect whatsoever, the decision of the Director, CSIR-NIScPR shall be final and binding.

WORK EXPERIENCE

ANNEXURE - II

The bidder must attached self attested copies of experience certificates in the form of Work order/ successful completion/ experience certificates in respect of Security Services provided by them in Govt./ Semi Govt/Autonomous Bodies/ PSU/ Govt. Banks/ CSIR/ Govt. funded organizations for works done in last 05 years. Details should also be filled in below format (unnecessary/ irrelevant certificates should be avoided). Bidders to attach separate sheet if required.

Sl. No.	Name & Address of the organization where the Security has provided (Name & designation of Issuing Authority should clearly be mentioned)	Work Award letter number and date & Value of the work	Duration of the work	No. of security personnel deployed	Reason if Award value & duration not mentioned in Award letter & certificate Experience	Remarks if any
1						

(Signature of the Authorized Person)

Name
Seal

PRICE BID FOR PROVIDING SECURITY SERVICES(Percentage/BOQ)/ Price Bid

ANNEXURE- III

(To be quoted by the Bidder online and this Performa (duly filled) has also to be submitted in separate sealed cover along with all credentials), This price bid will be opened only, if online BOQ/Price bid does not work. Rates of the Online & offline price bid must be same: otherwise tender will be rejected, without any further correspondence.

RATE SCHEDULE (to be submitted in Part-II (Price-Bid))

Sl No.	Particulars	Percentage (%) in figure and words	
		In figure	In words
1	Service Charge		

*In case of discrepancy in the two, price quoted in words will be taken as valid.

The wages shall be paid as per the Minimum Wages notified by Chief Labour Commissioner(Central), Govt. of India/ Commissioner (Labour) Govt. of NCT of Delhi, whichever is higher from time to time. All the statutory charges like EPF, ESIC, Bonus, GST, etc. will be paid compulsorily as per the respective rates prescribed by the Competent Authority from time to time. The bidders have to quote only Service Charge in percentage and the Financial Assessment shall be made on the basis of rate of Service Charge only.

Service charges quoted will be applicable on basic wages only, exclusive of all taxes etc

Signature of the bidder
Name & Address of the bidder

Agreement to be signed on award of Tender

(No. 11(22)/NIScPR/G/2023 dated)

This AGREEMENT MADE on this _____ day of Two thousand twenty four BETWEEN the Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act and having its office at Anusandhan Bhawan, Rafi Marg, New Delhi (hereinafter referred to as CSIR of the ONE PART and M/s _____ at _____ (herein after referred to as the contractor(s) of the OTHER PART

WHEAREAS the CSIR is desirous of giving a job contract for providing the Security services at (name of the Labs/Instt) which is constituent unit of CSIR (hereinafter referred to as the Lab/Instt.) and whereas the contractor has offered to provide the security services at name of the lab on the terms and conditions hereinafter stated. AND WHEREAS Contractor has represented that he is registered as Contractor under the provisions of the 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 this respect. NOW THEREFORE,BY THESE ARETICLES AND ON THE PREMISES mentioned above, the parties have agreed as follows :-

A. TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES

1. The Contractor will maintain a duty register and shall record daily deployment of security personnel at the designated duty point. This will be countersigned by the Security Officer/Authorized official of the CSIR- National Institute of Science Communication and Policy Research. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
2. Adequate supervision shall be provided by the contractor to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the security personnel deployed by the Contractor, the supervisory staff of the Institute will supervise in their areas of responsibility.
3. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR- National Institute of Science Communication and Policy Research.
4. Contractor and its security personnel shall take proper and reasonable precautions to preserve the Institute from theft, loss, destruction, waste or misuse of its property. The security guards/security supervisors will not misuse any responsibility given to them by the CSIR- National Institute of Science Communication and Policy Research and shall not knowingly lend to any person or company any of the property of the CSIR-NIScPR under its control.
5. The security staff shall not accept any gratification/bribe/enticement or reward in any form.
6. The contractor shall have the responsibility to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract at his own cost.
7. Under the terms of their engagement agreement with the Contractor, the Security personnel shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

8. The personnel engaged by the contractor shall be in proper uniform of the Contracting firm, be properly groomed and neat & clean, bearing proper name badge, wearing closed shoes, along with cap/hat, raincoat/woollen coat or jacket (as per weather conditions) and properly equipped with whistle, baton/stick (danda) and good quality torch with working batteries, failing which this will invite a penalty of Rs.100/- in each occasion when they are found without any of the aforementioned. Habitual offenders should be removed from the security duty of CSIR-NIScPR. The penalty on this account shall be deducted from the Contractor's bills. As per government regulation, the personnel deployed on duty in the premises of the NIScPR shall also wear mask/gloves and use hand sanitizers etc. as a measure on anti Covid-19 prevention.
9. The personnel engaged must be extremely courteous and display pleasant mannerisms in dealing with the Staff and Visitors of CSIR-NIScPR and they should project an image of utmost discipline and devotion to duty. They should not have any addictions, nor indulge in any vice or addiction while on duty. During their duty time they must not talk for prolonged periods/use social media/view movies or videos or do any other work on their mobile phone or on mobile phone of any other person. If observed or found doing so, the contacting firm shall immediately remove such person from the duty point forthwith and provide immediate replacement guards/supervisor to NIScPR. The CSIR-NIScPR shall have right to have any guard/supervisor removed in case of staff/visitors complaints or as decided by representative of the CSIR-NIScPR if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
10. The eight hours shifts generally starts from 0700 hrs. to 1500hrs., 1500 hrs. to 2300hrs. and 2300 hrs. to 0700hrs. However, the timings of the shifts are changeable and shall be fixed by the CSIR-NIScPR from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the CSIR-NIScPR for double duty, if any.
11. The payment to the contractor would be made on monthly basis based on the actual shift manned/operated by the personnel engaged by the contractor and based on the documentary proof jointly signed by Security Officer/representative of the CSIR-NIScPR and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by this Institute.
12. Any damage or loss caused by contractor's personnel to CSIR-NIScPR in whatever form shall be recovered from the contractor.
13. The CSIR-NIScPR will allow familiarization of the security arrangements required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
14. In case (a) any of contractor's personnel(s) deployed under the contract is/are absent, a penalty equal to double the wages of numbers of guards/supervisors absent on that particular day shall be levied by the CSIR-NIScPR and the same shall be deducted from the contractor's bills.
(b) In case, if the personnel deployed by the contractor under the contract fails to report for duty in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in this agreement shall be levied.
15. 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, etc. The contractor's personnel shall attend the court as and when required.

16. The contractor shall have and maintain his own Establishment/Administration etc. at his own cost to ensure effective and satisfactory performance of his liabilities and responsibilities under the contract.
17. The contractor shall bear all the expenses incurred on torches and cells, batons/lathis/ballams etc. and all other equipment & implements such as stationary for writing duty charts and registers at security check points for records keeping as per requirements.
18. The CSIR-NIScPR shall not be responsible for providing residential accommodation to any of the security personnel engaged by the contractor.
19. The contract shall disburse the wages to its security personnel deployed in the CSIR-NIScPR by 7th/10th of every month online/through ECS/through bank account of security personnel as per Labour Law.
20. Only on-line bids (Technical and Financial) will be valid. Off-line bids shall be opened only in case where due to any technical snag, it is well established beyond doubt that not even a single bidder is/ was able to apply online. If on-line bid is made by even a single bidder, it will be considered that online bid is functioning and in that case off-line bids will not be opened.
21. The security personnel will be rotated after completion of eleven months or earlier, as decided by the concerned officers of the Institute who are responsible for maintenance of security of the Institute.
22. Contractor will be fully responsible for any accident or mishaps involving security personnel engaged by the contractor and the contractor solely would be liable to pay any claims made by the victims. The contractor shall indemnify the CSIR-NIScPR from any claims arising out of accidents, disabilities of any nature or death arising out of any of the provisions under law, or any other nature in respect of all the guards/supervisors/personnel engaged by the contractor. The contractor will fully indemnify CSIR-NIScPR against all claims in this regards.
23. The contractor and his staff shall follow the rules and regulations of the CSIR-NIScPR in force and instructions issued from time to time for Eco-campus/Green-Campus also. The CSIR-NIScPR will be free to take action against the contractor for violating the same.
24. The security guards engaged by the Contractor shall not be over 58 years in any case. However, Supervisors retiring from the ranks of JCO's or equivalent can be engaged upto the age of 60 years.
25. The contractor shall be fully responsible for providing minimum wages, EPF, ESI etc. In accordance with the terms and conditions of the agreement, to the personnel deployed. As and when any of personal comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

B. SCOPE OF WORK FOR PROVIDING SECURITY SERVICE:

1. The Security Supervisor of the contractor shall be responsible for making overall security arrangements in the CSIR-NIScPR Campuses located at Pusa Gate & SVMarg, New Delhi.
2. Security Supervisor will ensure that the instructions issued related to security arrangement by CSIR-NIScPR are strictly followed and there should be no lapse of any kind.
3. No outsiders are allowed to enter the Institute (both the campus) without proper Gate Pass issued by the authorized Officer/Person of the CSIR-NIScPR at the main gate/reception.

4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for In-Out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available to the contract or his Security Personnel and it shall be the duty of the contracting firm/their deployed personnel to obtain the same and update the information from time to time.
5. The officers and staff of the CSIR-NIScPR will keep the Identity Cards with them for checking and allowing entry by Security Personnel.
6. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the CSIR-NIScPR and the same will be mentioned personally by the concerned authorities from time to time for its optimum utilization.
7. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Institute. The Guard deployed at each security point shall be alert to their surrounding areas and take limited rounds within their security point/areas for surveillance of their designated areas and also for prevention of any offence by others.
8. The Guards on duty will also take care of the surveillance and protection of fixed and movable assets such as vehicles, scooters/motor cycles/bicycles etc. Parked in the parking sites located within the premises.
9. Entry of the street dogs and stray animals into the premises is to be prevented. They should be driven out immediately without cruelty.
10. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, electric poles, lamp posts/installations etc. installed in the open space all over the premises.
11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
12. The security guard on duty shall not leave his/her designated point/area of duty or the premises of the Institute until his/her reliever reports for duty and also reached his/her point to take over the charge from him/her.
13. Any other provisions as advised by the Director, CSIR-NIScPR may be incorporated in the agreement at later stage. The same shall also be binding on the Contractor.
14. The Bidder undertake not to charge any money/fee/deductions in whatever manner, name or form, or take any monetary/nonmonetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at CSIR-NIScPR sites. The Bidder further agrees that it will not indulge in any unethical practices and acknowledge that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the employer (NIScPR) and GeM shall have the right to take appropriate independent actions including termination of the Contract.
15. The Security Agency is expected to provide professional and quality services to CSIR-NIScPR. Its entire staff deployed at CSIR-NIScPR must be issued with a permanent Identity cards and Uniform as stated below :-

Summer Dress :

Sl.No.	Item	Quantity
1.	Shirt	02 Nos.
2.	Trouser	02 Nos.
3.	Shoe	1 Pair
4.	Socks	2 Pair

5.	Belt Leather/web belt	1 for each
6.	Line Yard	1for each
7	Whistle	1 for each
8	Shoulder badge/monogram of the Security Agency	1 for each
9.	Stars (for Security Supervisor)	2 pair for each
10	Cap	

Winter Dress : Jersey Woolen (with uniform colour) – 1 for each

Rainy Season :

1. Gum Boot - 1Pair each
2. Rain Coat - 1No.for each

C. CONTRACTOR'S OBLIGATIONS:

1. That for providing satisfactory services under this contract, the contract has agreed to deploy a total 02 Supervisors and 27 Security Guards (including relievers) on different points of the CSIR-NIScPR Campuses.
2. That for performing security duties, the Contractor shall deploy persons round the clock in 08 shift only. It is further agreed that Contractor shall engage physically fit persons and below the age of 58 years for security guards duties and security supervisors retiring from the ranks of JCO's or equivalent can be engaged upto the age of 60 years.
3. That the contractor shall communicate the proof of ex-service men, the names, parentage, residential address, age, etc. of the persons deployed at each point.
4. That the Contractor shall issue identity cards to the security guards.
5. That Director of the Institute or any other persons authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that required number of persons are deployed and that they are doing their duties.
6. That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR-NIScPR to be taken out of the premises without a Gate Pass sign by the designated officials.
7. That 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 Labs/Instt. and if there is any loss to the Labs/Instt. on account of dishonesty, connivance and/or due to any cause the Contractor shall make good on demand the loss to the Labs/Instt. the Contractor shall report promptly to the Labs/Instt. any theft or pilferage that take place or where any attempt is made to that effect and loss, if any, shall be recovered from the Contractor.
8. The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel deployed in the premises of the Institute. 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 the CSIR-NIScPR. The service provider shall ensure to get the Police Verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear goods moral character.
9. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the work shall the employees of the Contractor for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the CSIR-NIScPR shall accrue implicitly or explicitly.

- 10 That the contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum wages Act, PP Act, ESI Act, Bonus Act, Maternity Benefit Acts, shops and Establishment Act and relevant Acts etc. as applicable and amended from time to time.
- 11 That the Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Shops and Establishment Act.
- 12 In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contractor Labour (Regulation & Abolition) Act, 1970, as amended from time to time or furnishing any information, or submitting or filing any settlement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability, be penalized leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed for every defaults, breach or furnishing, making, submitting, filing such materially incorrect statement and in the event of the Contractor defaulting continuously in this respect, the performance/security money shall be liable to be forfeited or appropriated.
- 13 In all purposes, the Security Supervisor/Security Guards are the employees of the Security Agency. There is no employer/employee relationship between the Security Supervisor/staff and the Principal Employer.

D. CSIR-NIScPR OBLIGATIONS:

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a service charge as quoted in the Financial Bid/Price Bid on monthly basis. The salary and other allowances shall be made on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab/Institute in this regards.
2. That the aforesaid amount has been agreed to be paid by CSIR-NIScPR to the Contractor. The contractor shall not increase any amount on any ground whatsoever during the period of this agreement.

E ACCEPTANCE OF BIDS:

- 1 CSIR-NIScPR reserves the right to accept any tender and to reject any or all the tenders and is not bound to accept the lowest or any tender and may at any time by notice in writing to the bidders terminate the tendering process. Tender without EMD/Exemption will be rejected without any further action/notice.
- 2 Tender will be rejected if it is found that the contractor is black listed on previous occasions by any of the Govt. Departments Semi-Govt./Institutions/Local Bodies/Municipalities/ Public Sector Undertakings, Autonomous Bodies etc.

F. AWARD OF CONTRACT:

- 1 CSIR-NIScPR will award the contract to whomsoever firm will quote lowest service charge, bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- 2 The successful bidder will be required to execute an agreement in the form appended here to within a period of 15 days from the date of issue of Award Letter.

3. The successful bidder shall be required to furnish a Performance Guarantee within 15 days of receipt of Award Letter for an appropriate amount in the form of Bank Guarantee/FDR from a bank in favour of Director, National Institute of Science Communication and Policy Research, New Delhi. The Performance Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.
4. The Bid shall remain valid for acceptance for a period of 90 days from the last date of submission of tender.

G PAYMENT CONDITIONS

1. The contractor will be responsible for making the payment directly to the Bank accounts of its workers by 7th of each month from his own sources, subsequently raise the bill for reimbursement, which will be verified on the basis of actual amount disbursed based on attendance.
2. The contractor will submit the monthly bills for reimbursement in duplicate after satisfactory completion of the work and payment to the workers, to the office for certificate for pro rata reimbursement. The office on the receipt of the bill will check the work record and there after process the bill for payment.
3. Payment will be made by the institute to the contractor on monthly basis on submission of bills along with the certificate of satisfactory performance of work form the concerned officer of the CSIR-NIScPR. The payment towards EPF, ESI, Bonus, Service Charge and GST shall be claimed by the contractor on submission of sufficient proof of remittance.
4. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there shall be no linkage between this payment and settlement of the contractor's bill from the CSIR-NIScPR.
5. The contractor shall remit the statutory remittances of EPF/ESI/GST every month as per rules extant exclusively for CSIR-NIScPR and shall not combine with the remittances of any other firm.

H 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 work may be got done from another agency at the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, CSIR-NIScPR, 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 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 CSIR-NIScPR on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

I COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of two years or till award of fresh manpower contract whichever is earlier. This agreement may be extended on the basis of satisfactory performance by the contractor, in case fresh tender for manpower contract is not finalized during three months period.
2. That this agreement may be terminated on any of the following contingencies: -
 - a. On the expiry of the contract period as stated above
 - b. By giving two month's notice by CSIR-NIScPR on account of following
 - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, CSIR-NIScPR.

The contractor being declared insolvent by Competent Court of Law.

3. 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.
4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR-NIScPR.

J ARBITRATION

- 1 In the event of any question/dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
1. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceeding under this clause.
- 4 Any difference/dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre(DIAC), Delhi High Court, New Delhi.

In witness whereof the parties hereto have signed these presents on the date, month and year first above written.

For on behalf of

Council of Scientific and Industrial Research
Anusandhan Bhawan, 2 Rafi Marg, New Delhi

Contractor

Witness :-

(1) _____

1) _____

(2) _____

(2) _____

Counter signed by
Finance & Accounts Officer, NIScPR

UNDERTAKING BY THE BIDDER

I/We undertake that my/our firm M/s _____ has not been blacklisted by the any Govt. Department/Public Sector Undertaking/autonomous Body.

2.I _____ Son/daughter/wife of
Shri _____ properietor/partner/Director/Authorized
signatory of M/s _____ I am competent to sign this
declaration and execute this tender document.

3. I have carefully read and understood all the terms and conditions of the tender/bid and undertake to abide by them.

4.The information/documents furnished alongwith the above application are true and correct to the best of my knowledge and belief. I/we, am/are well aware the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5.I/we understands that incase any deviation is found in the above statement at any stage, my/our concern/firm/Co., shall be blacklisted and shall not have dealing with the Department in future.

Signature of authorized Signatory of the firm/Company with stamp/seal

Date :

Place :

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

Performa of Bid Security Declaration (To be submitted by bidder on its Company Letter Head (Scanned Copy of GeM Portal). It is hereby submitted that if I/we_____ (name of bidder/firm/Company) withdraw or modify the bids during period of validity, or if I/we _____ (Name of the bidder/firm/company) fail to sign the contract/agreement or to submit a performance security of the bidder/firm/company) fail to sign the contract/agreement or to be submit a performance security in the shape of FDR, before the deadling defined in the tender/BID documents, (within 10 days of work awards letter) I/We_____ (Name of bidder/firm/company) will be suspend to take part in CSIR-NIScPR, Dr. K.S. Krishnan Marg, New Delhi-110012. Tendering/Bid process for the period of (02) years from the date of occurrence of the above mention default .

Date :

Authorized signatory Name & Seal