

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES AT CSIR-CIMFR, BARWA ROAD, DHANBAD



CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH

(Council of Scientific & Industrial Research)

DHANBAD-826015

Telephone: 0326-2296023, 2296042, Fax- 2296025

Website Address www.cimfr.nic.in

Signature & Seal of the Contractor

CSIR-Central Institute of Mining & Fuel Research
(Council of Scientific & Industrial Research)
HQs, Barwa Road, Dhanbad, Jharkhand -826015

No. CIMFR/W&S/Security/BC/2017

Date: 10/05/2017

NAME OF THE WORK: ANNUAL CONTRACT FOR SECURITY SERVICES IN CSIR-CIMFR, Barwa Road , Dhanbad

1. ORIGINAL : To be submitted at CIMFR, Barwa Road, Dhanbad-826015.
2. DUPLICATE : To be retained by the tenderer for reference
3. COST OF TENDER DOCUMENT : Rs.1000/- (Non-Refundable)

TENDER TO BE DOWNLOADED FROM : 10.05.2017 to 31.05.2017

LAST DATE & TIME FOR SUBMISSION OF FILLED IN TENDERS : 31.05.2017 by 3.00 pm

TENDER OPENING DATE, TIME and Venue : 31.05.2017 at 3.30 P.M in
Administrative Block Room No.-3, CIMFR,
Barwa Road, Dhanbad

ESTIMATED COST OF WORK : Rs. 1.90 Crore (approx. annually)
E.M.D TO BE DEPOSITED ALONG WITH TENDER: Rs. 4,00,000/- (Rupees four Lakhs only)

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To
The Director,
Central Institute of Mining and Fuel Research,
(Council of Scientific & Industrial Research),
Barwa Road, P.O.-CIMFR,
Dist. Dhanbad-826 015.

Date- 10/05/2017

Sub: Notice Inviting Tender No CIMFR/W&S/Security/BC/2017 dated: 10.05.2017

Sir,

I/we hereby submit my/our tender for executing job against the above NIT in your prescribed Performa marked as Appendix.

I/we certify that the quoted rates will remain valid for a period of two years from the commencement of the contract/Agreement and in no case shall I/We demand any increase of rates of any ground whatsoever. The terms and conditions as detailed in the 'Instructions to Tenderers' are unconditionally acceptable to me/us. Demand Draft/Bankers Cheque No. dated drawn on State Bank of India for Rs..... (..... only) in favour of Director, CIMFR payable at State Bank of India, Hirapur Branch (code no. 1670), Dhanbad towards earnest money and the technical Tender bid should be put in two separate sealed envelopes which can be kept in one bigger sealed cover and superscribed on the cover Part A and EMD. Price Bid(Part B) will be kept in a separate envelope and both the envelopes i.e. part B and the envelope containing part A and EMD may be kept in one big envelope The Tender opening committee will open the Earnest money envelope first and incase this is in order, only then the Techno-commercial part will be opened. (No cheque will be accepted)

Yours faithfully,

Signature of the Tenderer
Name:
Position:
Address:

Dated:
Seal:

Enclosures to be submitted :

1. DD/Bankers Cheque No..... dated..... for `.....
2. Valid licence under the Contract Labour (Regulation & Abolition) Act.1970.
3. ESI Registration No.
4. E.P.F, Registration No.
5. Copy of PAN Card
6. Service tax/GST / GST Registration Certificate and Service tax/GST Return for the latest three years,
7. Recent Income Tax Return of three years.
8. Experience Certificate as per sl no.3 of Technical bid part,
9. Earnest Money deposit as stated,
10. Solvency certificate as stated,
11. PSARA

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CSIR-Central Institute of Mining & Fuel Research
(Council of Scientific & Industrial Research)
HQs, Barwa Road, Dhanbad, Jharkhand -826015

No. CIMFR/W&S/Security/BC/2017

Date : __/05/2017

NOTICE INVITING TENDER

Sealed Tenders are invited by the Director, CSIR-Central Institute of Mining & Fuel Research, Barwa Road, Dhanbad- 826015 from experienced Contractors/firms/company having valid license under Contract Labour (Regulation and Abolition) Act,1970 FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES at CSIR-CIMFR, Barwa Road Campus on job contract basis, who have carried out, at least two similar work of which one running work having experience in any organization/establishment of Govt./Semi-Govt./PSUs/Autonomous Bodies/Tata Group of Companies, are eligible to apply for this contract, provided there is no legal or any other bar against the Contractor in this respect and fulfils all prescribed pre-qualification criteria as given in the NIT.The contractor shall be solely liable for any violation of the provisions of the said Act or any other related Act as applicable to the contract under the laws of the land. The Contractor shall have a valid license number to engage in the business of Private Security Agency in the district/state of Jharkhand issued by the Home Department, Govt. of Jharkhand as per their notification No.5 Security(09)-03/2009-4892 dated 26.11.2010 under section 7 of Jharkhand Private Security Agency(Regulatory) Rules,2010.

The tender document can also be downloaded from website : www.cimfr.nic.in and the same will be accepted along with the tender document fee of Rs. 1000/= (Rupees One Thousand only) as mentioned above through SBI collect, online payment system, having link on CIMFR official website and receipt thus generated should be enclosed with the Tender Document under submission or through a separate Demand Draft drawn on any Nationalized/Scheduled commercial bank in favour of "Director, Central Institute of Mining and Fuel Research", payable at Dhanbad alternatively. Offers received through FAX/e-mail/Telegram will be summarily rejected. **The last date for submission of Sealed Tender is 31.05.2017 by 3.00 pm.**

EMD of Rs. 4,00,000/- (Rupees four Lakhs only) is to be submitted in the form of demand draft/bankers cheque payable at Dhanbad, drawn in favour of Director, CIMFR from any one of the scheduled banks. EMD in any other form is not acceptable. The detailed NIT and Tender Document is available on our website www.cimfr.nic.in.

Director CIMFR, reserves the right to accept or reject the lowest tender or any tender in part or full without assigning any reason.

Administrative Officer

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INSTRUCTIONS/GUIDELINES FOR TENDERERS

1. A copy of the Scope of work/contract and terms and conditions is enclosed.
2. An affidavit as per Appendix-III should accompany the tender.
3. This tender form along with Appendix-I, II & III should be submitted in original with the Technical Bid. The rates should be filled in the Price Bid format (Appendix-IV) and to submit in another sealed cover. Infringement of this condition shall render the tender liable to rejection.
4. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
5. Unsealed, conditional/telegraphic/fax tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
6. Tenders must be accompanied with Earnest Money Deposit (EMD) of a sum of Rs. 4,00,000/- (Rupees Four Lakhs only) in the form of Demand Draft/Pay Order from a nationalized bank and drawn in favour of Director CSIR-CIMFR and payable at Dhanbad.
7. No firm/organization is exempted from furnishing the EMD under any circumstances.
8. EMD deposited with CSIR-CIMFR in connection with any other tender will not be considered/adjusted against this tender.
9. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten.
10. The last date and time of receipt of tenders is **up to 3.00 pm on 31.05.2017**. Tenders received after the due date and time shall not be considered. The tenderer will be responsible for timely submission of the tender documents, complete in all respects and the same should be dropped in the tender box at Room No. 3, Administrative Building, CSIR-CIMFR, Barwa Road, Dhanbad or sent by post to reach within the date and time of submission specified in the Tender.
11. The Technical Bid shall be opened at **3.30 pm on 31.05.2017** in the presence of tenderers or their authorized representatives who may wish to be present at that time.
12. In case the date of receipt or opening of tenders is declared a Govt. holiday then the date of receipt/ opening of the tender will be the next working day at the same time.
13. The tenderer may inspect the areas where the services are to be provided for assessing the work involved during office working hours with prior appointment with Security Officer of CIMFR, Barwa Road.
14. Director, CIMFR in public interest reserves the right to accept or reject any or all tenders without assigning any reason and also to impose/ relax any terms and conditions of the tender.
15. Please note that tender received without EMD will be summarily rejected.

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TECHNICAL BID

“Security Services at CSIR-CIMFR, Barwa Road, Dhanbad”

1.	Name of the Organisation/ Firm, location of office with complete address with Telephone/ Fax nos./website and e-mail address	
2.	Name of Organization (whether Private/ Public Sector Undertaking/ Sole Proprietor/ Partnership/ Cooperative Society etc.) Documentary proof to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender to be attached).	
3.	The Contractor should have successfully provided security services in large Industrial Establishment/ R&D Institutes/Govt. Organizations/ Semi-Govt. Organizations/PSUs/ Autonomous bodies of Govt. like CSIR, ICAR etc./Tata Group of Companies etc. and should have supplied similar number of trained security personnel at least one organization and should have successfully completed the full tenure of contract. Relevant certificates of successful completion of contract along with copy of award of work should be enclosed from the respective firm/organization for Security Contract. The Contractor should have at least one running Contract on hand of equivalent or more (i.e. 1.9 crore annually) estimated annual value of this contract (attach proof).	
4.	The Contractor should have valid License under Contract Labour (Regulation Act,1970) Attach a copy of proof.	
5.	A copy of latest Audited Balance Sheet showing the annual turnover in respect of supply of Security Services of equivalent estimated value for financial years 2014-15 and 2015-16, to be attached.	
6.	Solvency certificate of an amount not less than Rs. 20 Lakhs, issued by a nationalized commercial bank within the last six months is attached.	
7.	TAN/ PAN No. & Income Tax Return of three years 2013-14, 2014-15, 2015-16 of the firm with copy of the same,	
8.	Registration Code nos. of EPF & ESI issued by the concerned authorities. Enclose the copy of same.	
9.	Has the firm attached an Affidavit in the prescribed format as at Appendix-III?	
10.	EMD of Rs. 4,00,000/-(Rupees Four Lakh only) & details of Demand Draft/ Pay order from Nationalized Commercial Bank.	
11.	Service tax/GST Registration certificate and Service tax/GST return of three years 2013-14, 2014-15 & 2015-16.	
12.	Registration with Home Department, Govt. of Jharkhand as per their notification No.5 Security (09)-03/2009-4892 dated 26.11.2010 under section 7 of Jharkhand Private Security Agency (Regulatory) Rules, 2010.	

Note: Non-compliance of any of the above clauses by the participating bidder will amount for automatic cancellation of their quotation

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PROVIDING ROUND THE CLOCK SECURITY SERVICES AT CSIR-CIMFR, Dhanbad

I. SCOPE OF WORK/CONTRACT

CSIR-Central Institute of Mining & Fuel Research, Barwa Road, Dhanbad a constituent unit of Council of Scientific and Industrial Research is a premier Institute and is committed to provide Globally Competitive, Productive, Environment Friendly and Safe Technologies in the areas of Mining and Fuel Research headquartered at Barwa Road, Dhanbad. The contractor shall bring his own security guards and provide Security on different Security points for keeping a strict watch and ward of the land and properties round the clock as mentioned in the **Appendix- II**, in consultation with the Director of the Institute. Before submitting the tender papers, the Tenderer should inspect the site/location/security points to fully acquaint himself with the condition in regard to accessibility of site/location, nature of work, working condition, conditions affecting accommodation and movement of security personnel etc. required for satisfactory execution of the contract. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract. Scope of work may be increased as per exiting terms and conditions. The security agency will provide trained security guards with and without arms and security supervisors such a number as required by CSIR-CIMFR from time to time for protection of : -

- i) CSIR-CIMFR land, buildings, fittings and fixtures therein; plant & machineries, equipment's installed (including outdoor), office records, moveable and immoveable items in the CSIR-CIMFR.
- ii) Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. and any other fresh additions/ installations from time to time during the contract period in the premises of CSIR-CIMFR.
- (iii) To permit the entry of visitors only after confirming their identity and that the entry is for the official purpose. A visitor's pass is required to be made after making entries in the register giving details of the visitor, purpose of visit and the officer with whom he is required to meet.
- (iv) To permit Government employees of other departments/organizations having passes issued by Security Officer after verifying documents from their office that they are required to perform duties in the premises of the CSIR-CIMFR.
- (v) To permit entry of the official vehicles of the CSIR-CIMFR and Personal vehicles of the officers and staff of the CSIR-CIMFR after ensuring that only the authorized persons are inside the vehicle.
- (vi) To permit entry of private/commercial vehicles bringing materials, stores for CSIR-CIMFR only after confirming from the concerned officers of CSIR-CIMFR that the entry is for official purposes.
- vii) Issue of Gate passes for stores/material coming in and going out of the premises and maintains all the Registers, Lathis, Touches, Battery etc.
- viii) No part of the CSIR-CIMFR land is trespassed encroached or squatted upon or suffer from any unauthorized occupation or use.

II. DEFINITIONS

In the ANNUAL CONTRACT FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES at CSIR-CIMFR, the following words and expressions shall have the meanings hereby assigned to except where the context otherwise requires:

- CSIR-CIMFR having its office at Barwa Road, Dhanbad.
- Contract shall mean the notice inviting the tender and document, the tender and acceptance thereof and the formal agreement, executed between CSIR-CIMFR 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. All these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

III. SUB-CONTRACTING

The contractor shall not be allowed to engage or sub-contract any part of the contract.

IV. QUOTATION

- 4.1 The Contractor should quote for the security services to be provided as per the Appendix-‘IV’. The security Supervisors should be well experience.
- 4.2 Except writing rates and amount, the Tenderer should not write any conditions or make any changes, additions alterations and modifications in the tender. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender. Conditional tender will be summarily rejected.
- 4.3 While quoting the amount, the Contractor must keep in view that –
- (i) Payment on account of enhancement/escalation charges due to revision in wages by the appropriate Authority from time to time shall be payable by the CSIR-CIMFR to the contractor.
 - (ii) The Institute shall reimburse the amount of Service tax /GST, if any paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of original deposit of the same by the contractor.
 - (iii) The Tenderer must ensure that the wages to be paid to the Security Guards engaged against the contract should be one fixed by the Central Government or State Government, whichever is higher and as amended from time to time applicable to Dhanbad, Jharkhand and if any bidder quoting less than the minimum wages as applicable and also not appropriately quoting for statutory charges shall be disqualified at the stage of evaluation. The wages of the Security Supervisors should not be less than the wages of next higher category of the lowest minimum wages as applicable to the security guards as notified by the appropriate authority.
 - (iv) The Tenderer should quote his service charge on competitive basis (to be paid on basic and VDA only) in percentage as well as in figure and the total amount of service charge should be more than the amount of the Income Tax as applicable to be deducted from total payment (wages, EPF, ESI, Service charges etc.). While evaluating the tender, if it is found that the amount of service charges is less than the amount of Income Tax as applicable, the tenders will be rejected.

V. PERIOD OF CONTRACT

The contract shall be for a period of one year and which can be extended for another one more year based on satisfactory performance of services and compliance of “terms and conditions of the agreement by the contractor” on mutually agreed terms and conditions. The total duration of the contract will be for a period of two years.

V. GENERAL TERMS AND CONDITIONS

1. EXECUTION OF THE AGREEMENT:

The successful bidder shall be required to execute an agreement on the format approved and supplied by **CSIR-CIMFR** on stamp paper of appropriate value.

2. EARNEST MONEY DEPOSIT:

A sum of Rs. 4,00,000/- (Rupees Four Lakhs only) should be submitted as earnest money deposit (EMD) along with the Technical Bid in the form of Demand Draft / Pay Order from a nationalized/scheduled commercial bank drawn in favour of Director, CSIR-CIMFR, payable at Hirapur, Dhanbad.

3. SECURITY DEPOSIT:

The successful bidder shall be required to deposit Security to the tune of Rs. 10,00,000 /- (Rupees Ten Lakhs only) in the form of “Fixed Deposit Receipt” or Bank Guarantee covering the period of more than two months from the expiry date of contract and duly pledged in favour of Director, CSIR-CIMFR, Dhanbad before signing the agreement so as to underwrite against any claim arising out, at any time, in connection with this contract Or a sum of 10% of total monthly bill will be deducted in each month as performance security deposit till the sum of security deposit, if FDR or Bank Guarantee is not deposited.

4. REALISATION OF SECURITY DEPOSIT:

Director- CSIR-CIMFR shall have absolute rights and powers for the realization of said security deposit, in case of breach of any clause of this Contract with a prior notice of one month and no claim whatsoever on this count shall be entertained.

5. COMMENCEMENT OF WORK:

The Contractor is required to commence the work within a fortnight specified in the Award Letter. In the event of failure, a penalty @ 1% of the monthly value of contract per day shall be imposed for non-commencement of work subject to the condition that in no case it shall exceed 10% of the total value of the contract cost. Director, CSIR-CIMFR shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on the written application of the contractor, in case he finds that the grounds given by the contractor are reasonable and satisfactory.

6. DEPLOYMENT OF STAFF:

The contractor is expected to deploy the specified numbers of Security Guards and Security Supervisors as per following:

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- i) Security Guards: They should be smart trained and experienced with good conduct, having passed 10th class with good speaking, writing and reading knowledge in Hindi and good physique and should be medically fit. The maximum age limit **being 55 years and** they should be mature with minimum height of **5' 6"**.
- ii) Security Supervisors: They should be proper trained, persons of integrity and good conduct having passed minimum 10+2/Matric, with good speaking, writing and reading knowledge in Hindi/English preferably below 55 years of age.
- iii) The firm would provide at least **05 Security Supervisors, 06 Armed Guards and 67 security guards** without arms, who will be deployed in eight hours shift on round the clock basis. Expenditure towards all the clerical nature work of Security Agency, will be borne by Security Agency.
- iv) The number of security guards may increase/decrease depending upon the requirement as envisaged by the CSIR-CIMFR during the period of contract. The list of all security personnel deployed in the CSIR-CIMFR containing their residential address, recent photographs, Aadhar Card, educational qualification etc. along with documentary proof to the office at the commencement of the contract. The contractor will further intimate any subsequent change about their particulars immediately from time to time.

7. FORMULATION OF MECHANISM AND MONTHLY DUTY/ASSIGNMENT CHART

On taking over the responsibility of providing the aforesaid services, the contractor shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment in the CSIR-CIMFR for the approval of the Officer-in-charge of the said services. These persons shall be deployed in shifts as per instructions of the In-charge-Security, CSIR-CIMFR, Barwa Road, Dhanbad. He will visit the CSIR-CIMFR in order to interact with the Officer concerned 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 Officer In-charge. The contractor as well as the staff deployed by him on duty shall be duty bound to carry out the directions/ instructions given to him by the Security Officer or any other officer authorized to do so by the Director, CIMFR, Dhanbad from time to time. Any dereliction from such obligation shall be considered as breach of the terms of the contract.

8. DETERMINATION OF QUALITY OF WORK/SERVICES:

The decision of the Director, CSIR-CIMFR, Dhanbad with regard to the determining of quality of work/ services done by the contractor, shall be final and acceptable to the contractor. The contractor shall, therefore, rectify the defect so pointed out without any extra payment. The Director, CIMFR, Dhanbad shall also reserve the rights to get the work/services so rejected done/ replaced at his own level at the risk and cost of the contractor, after giving him a notice in writing, and the expenditure incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by realization of any or all parts of the Security Deposit as he may think proper. The Contractor shall provide security and keep watch and ward of the land properties as detailed in **Appendix- II** as deemed fit by him in consultation with the Director of the Institute. For performing Security duties, the contractor shall deploy persons round the clock @ eight hours per shifts. He shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Contractor

shall engage medically and physically fit persons preferably below the age of 55 years for security duties. The contractor will ensure deployment of proper Security personnel of good conduct and integrity are to be deployed by the contractor.

9. IDENTIFICATION:

For the purpose of proper identification of the employees of the contractor deployed at various points, the contractor shall himself issue them the identity cards/ identification document at his own cost and they shall be duty bound to display the identity cards at the time of duty.

10. UNIFORM :

The wearing of uniforms by the contractual staff deployed for duty in the CSIR-CIMFR shall be compulsory. If any person, while on duty is found without uniform, penalty shall be charged @ Rs. 500/-per person per day for his lapse. The penalty charges shall be recovered from the administrative charge of the contractor from the monthly bill. The Director- CSIR-CIMFR, however, may increase the amount of penalty on case (s) of repeated default as deemed fit. The contractor must provide 2 sets of uniform to its personnel deployed under contract. During rainy season, all the Security personnel deployed on Gate duty, rain coat/umbrella will be provided. Winter dress (one set) will be provided by security contractor once in a year at his(contractor) own cost.

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-CIMFR. Patrolling Vehicle along with Driver must be provided by the contractor by instructing 4-5 times patrolling inspection in day & night. Vehicle along with security personnel will round the premises.

12. SURPRISE CHECK:

The Director, CSIR-CIMFR 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 is 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 employees. In case of any complaint/ defect pointed out by Director, CIMFR, the contractor shall immediately replace the person so deployed.

13. RELATIONSHIP BETWEEN THE EMPLOYER AND STAFF:

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-CIMFR, either implicitly or explicitly.

14. MEDICAL EXAMINATION AND VERIFICATION OF ANTECEDENTS:

The contractor will ensure that employees are medically fit and free from any communicable disease. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own level.

15. CLAIMING OF BILLS:

In order to ensure timely payment of wages to the contractual staff the Contractor will be responsible for making the payment directly to its worker's Bank Account by 7th day of each month from his own sources and subsequently raise the bill for reimbursement, along with other payments, which will be verified on the basis of actual amount disbursed and attendance etc. The monthly bill mentioning the number of duties done during the month, for reimbursement shall be certified by the Sr. Security Officer of CSIR-CIMFR for pro-rata reimbursement. The office, on receipt of the bill, will check the certified work record and there after process the bill for payment. **House Rent Allowance** will not be paid, however, unfurnished security barracks will be provided by CSIR-CIMFR, Dhanbad on payment of the charge as applicable.

16. PAYMENT OF WAGES:

The contractor shall ensure that all the employees get wages at the rates fixed under the contract not less than the minimum wages as fixed by the competent authority from time to time. The contractor shall ensure that the wages etc. paid to its employees so deployed are in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under. The contractor must maintain the viable financial liquidity so as to ensure that payment of wages to the contractual employees is made by the 7th of every month without fail irrespective of delay on account of administrative or other reason and wage slips are issued to every employee. The contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts and submit the necessary bank details to the office, duly certified by the bank, with the bill for verification. Each page of the bill should be signed in original with stamp.

17. EPF/ ESI/ BONUS/MINIMUM WAGES:

The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act, Payment of Gratuity Act, EPF & ESI Act, Bonus (Amendment) Act, Shops and Establishment Act, 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 own level and maintenance of such record as per rules. The contractor shall deposit EPF and ESI contributions. He will be required to submit a copy of Challan/ abstract/ ECR statement of the amount deposited on account of the statutory contributions along with the current month bill for reimbursement for the same month, failing which the payment of Service charges of the following month will be with-held. The payment will be released to him towards his service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedule and other statements on the required formats for all employees, copy of Bank Challan(s)/ Scroll(s) as a proof of having deposited the said amount with the offices concerned before the reimbursement of the wages bill of staff is claimed. The contractor shall ensure that the cheques issued by him should not be dishonoured under any circumstances. He will also arrange to open such EPF/ESI accounts of all the employees deployed by him. The successful Contractor if operating from outside of Jharkhand but having branch office in the City will have to obtain EPF, ESI sub codes in Jharkhand within one months of award of Contract for administrative convenience.

Any breach of the compliance of such formalities on more than two occasions during the period of the contract shall invite action for the imposition of penalty, apart from the cancellation of contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Contractor.

18. SERVICE TAX/GST/ ANY OTHER TAX:

Service tax/GST or any other tax (except income tax), payment of which is the liability of the principal employer, as applicable on the date of submission of tender, shall be reimbursed to the contractor on submission of Challan of current month. However, in case the government increases or decreases the rates of existing Service tax/GST/any other tax (except income tax), the CIMFR shall reimburse subject to the condition that the contractor produces an authentic/reliable proof in this regard.

19. TDS:

Income tax shall be deducted from the bills of the contractor at source at the rates as applicable from time to time, in accordance with the instructions/ rules applicable in this regard. Income Tax at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor including all reimbursement i.e. EPF, ESI etc.

20. OTHER MANDATORY RESPONSIBILITIES OF THE CONTRACTOR:

It is obligatory on the part of the contractor to fulfill his commitments towards his employees so deployed by him under the various Labour Laws. The contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the CSIR-CIMFR from time to time. 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-CIMFR. The contractor shall be solely responsible for violation of any provisions of the said Act or any other Act. The contractor shall issue employment cards containing terms and conditions of appointment to its employees to be deployed in the CSIR-CIMFR.

21. LIABILITY OF THE CONTRACTOR TO INDEMNIFY:

The contractor shall keep the CSIR-CIMFR indemnified against any loss caused to the CSIR-CIMFR's 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-CIMFR. 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-CIMFR is also to impaled as a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the CSIR-CIMFR 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-CIMFR in this respect at any time for the acts done by the personnel of the contractor.

22. DEFICIENCY IN SERVICE/ DISOBEDIENCE BY STAFF:

In case of any deficiency in services or disobedience by the staff so deployed by the contractor, the Director, CIMFR shall be at liberty to impose a penalty as may be deemed fit upto Rs. 500/- for each such lapse after giving an opportunity of being heard in person. The decision of the **Director, CIMFR** shall be final and binding on the contractor. The **CSIR-CIMFR** shall have further right to adjust, readjust, or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this contract or out of the security deposit of the contractor.

23. TERMINATION OF THE CONTRACT:

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

- a) Without any prior notice on the expiry of the contract period.
- b) By giving one month notice in case:
 - i) The contractor provides unsatisfactory services, as accepted by Director, CSIR-CIMFR, Dhanbad.
 - ii) The contractor assigns the contract or any part thereof to any other person for subletting the whole or a part of the contract.
 - iii) The contractor is declared insolvent, by any court of law.

24. REMOVAL OF STAFF ON TERMINATION OF CONTRACT:

It shall be the duty of the contractor to remove all the 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-CIMFR.

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 and conditions, Director, CSIR-CIMFR may think proper in public interest:

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

26. VALIDITY OF TENDER:

Tenders submitted by the Contractor shall remain valid for **90** days from the date of opening for the purpose of acceptance and award of work and validity beyond 90 days from the date of opening shall be by mutual consent.

The Director, CSIR-CIMFR, Dhanbad does not bind himself to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractors who resort to canvassing, are liable for rejection.

27. INDEMNIFICATION:

The contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the Security Guards deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case, CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed by the Contractor the actual expenses incurred towards Counsel fee and other expenses, and the contractor shall pay it in advance to CSIR on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR-CIMFR in this respect and shall keep CSIR-CIMFR indemnified.

The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

28. AGREEMENT:

The Contract agreement is to be signed by the contractor before commencement of the work. The Earnest money shall be forfeited if the contractor fails to execute the agreement within the specified period as per the letter of award and start work accordingly.

29. ARBITRATION:

In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration to Director-General, Council of Scientific & Industrial Research, New Delhi or his nominee. The award of the arbitrator shall be final and binding on the parties.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

30. JURISDICTIONS:

The District courts at **Dhanbad**, only shall have the jurisdiction for the purpose of this agreement.

31. IMPORTANT DATES:

Closing time and date of receipt of tenders by 3.00 pm on 31.05.2017. Opening of Technical Bids at 3.30 pm on 31.05.2017 in the presence of available representatives of the firms, if wish to present. Opening of Financial Bids of technically qualified tenders shall be intimated to the tenderers.

32. RATES:

Rate should be quoted in the prescribed price bid format given at **Appendix-IV** taking into account the latest minimum wage applicable.

33. SUBMISSION OF TENDERS:

Sealed tenders are to be submitted in separate two parts i.e. (a.) **Part-I labeled as 'Technical Bid' and properly sealed** containing technical bid and related documents as required along with EMD of Rs. 4,00,000/- (Rupees Four Lakhs only) (b.) **Part-II sealed and Labeled as 'Price Bid'** containing price bid in the enclosed prescribed format (Appendix-IV). These two envelopes (a.) plus (b) may be put in a **single sealed envelope** and super scribed as **"Tender for Security Services at CSIR-CIMFR, Barwa Road Campus, Dhanbad"** and addressed to Director, CSIR-CIMFR, Barwa Road, Dhanbad, Jharkhand, Pin- 826015.

Please ensure that the tenders should be deposited in the tender box kept in the Room No. 3, Administrative Block of CSIR-CIMFR, Barwa Road, Dhanbad, Jharkhand or may be sent through Registered/ Speed post of India Post only. Tenders sent through private couriers will not be accepted. The CSIR-CIMFR is not responsible for any postal delay in submission of tender.

Director, CSIR-CIMFR in the public interest reserves all rights to accept or reject any or all tenders without assigning any reason and also to impose/ relax any term and condition of the tender and also the right to accept or reject the lowest tender or any tender in part of full without assigning any reason whatsoever.

APPENDIX-I

UNDERTAKING BY THE CONTRACTOR

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

Place:

Date: / /2016

Signature of tenderer

Address:

Tel.No:

Mobile No:

Fax No:

Email:

Website:

Official Seal

75 Years of

CSIR Touching Lives

APPENDIX-II

SCOPE OF WORK OF THE CONTRACT

A. Locations and Manpower Required: The contractor shall have to provide the security services at Central Institute of Mining and Fuel Research at Dhanbad. Details of the locations and manpower required are given below :

1	SG	GATE NO. 1	2	2	1	5
	SG					
2	SG	GUEST HOUSE	1	1	1	3
3	SG	DIRECTORBUNGLOW	1	1	1	3
4	SUP	SUPERVISOR	1	1	1	3
	SG	COMMUNITY	1	1	1	4
	SG	CENTRE	1 (General shift)			
5	SG	SCHOOL GATE	1	1	1	3
6	SG	DIAMOND JUBLEE HOSTEL	1	1	1	4
7	SG	EXECUTIVE HOSTEL			1	
8	SG	MAIN BUILDING	1	1	1	4
	GM				1 (G/M)	
9	SUP.	SUPERVISOR	1	1		2
	SG	GATE NO. 2	3	3	1 (SG)	8
	SG					
	GM		1(G/M) GENERAL SHIFT			
10	SG	ADMIN. BLOCK	1	1	1	3
11	SG	MODEL GALLERY			1	
12	SG	TECH. BLOCK & OPEN YARD AREA	1	1	1	4
13	SG	ODB	1	1	1	3
14	SG	FLP BLASTING	1	1	1	4
	GM				1(G/M)	
15	SG	GATE NO. 3	1	1	1	3
16	SG	GATE NO. 4	1	1	1	3
17	SG	MAGAZINE CENTRE	1	1+1(G/M)	1(G/M)	
18	SG	EXPLOSIVE AREA	1	1	1	7
	GM					
19	SG	COAL DUST BUILDING	1	1	1	4
	GM				1(G/M)	
20	SG	SCIENTIST APTT.				
21	SG	HILL COLONY			1	1
22	SG	DISPENSARY			1	1
23	SG	CENTRE ROAD			1	1
24	SG	4 ROAD			1	1
25	SG	DAY PETROLLING OFFICE AREA		2		2
26	SG	NIGHT PETROLLING COLONY AREA			2	2

Total = 78

BREAK DOWN : SUPERVISOR : 05, GUNMAN : 06, SECURITY GUARD: 67

Note: Ist shift -6.00A.M to 2.00P.M., IInd shift-2.00P.M. to 10.00P.M., IIIrd shift-10.00 P.M. to 6.00A.M. (next day)

APPENDIX-III

AFFIDAVIT

I/We (Name) _____

Address: _____

Contractor/ Partner/ Sole Proprietor (strike out word which is not applicable) of the
(Firm) _____ do hereby
solemnly affirm and declare that the individual firm/ companies are neither black-listed by the Union
State Government.

DEPONENT

Address: _____

Verification:

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

DEPONENT

Place: _____

Dated: _____

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



APPENDIX- IV

PROVIDING SECURITY SERVICES AT CSIR-CIMFR, DHANBAD
PROVIDING SECURITY SERVICES AT CSIR- CIMFR, Barwa Road, DHANBAD
RATE SCHEDULE (Per Person Per day for three shift duty)

Sl No.	Category	No. of persons required(approx.)
1.	Supervisor (Ex-Servicemen)	05 (FIVE)
2.	Security Guards (with Arms)	06 (SIX)
3.	Security Guards (without Arms)	67 (SIXTY SEVEN)

Wages to be given as per the latest Notification effective from 20th April, 2017 applicable to Area B.

Sl No.	Details of component on per day basis	(1) Rate in ₹ . Security Guards (without arms)	(2) Rate in ₹. Security Guards (with arms)	(3) Rate in ₹. Supervisor
I.	Basic			
II.	VDA			
III.	Bonus@ 8.33%(on Basic + VDA)			
IV.	EPF@ 13.61% (on Basic + VDA)			
V.	ESI@ 4.75% (on Basic + VDA)			
VI.	Service charge in %(percentage) and in ₹ Per month ,To be calculated on basic + VDA only			
VII.	Patrolling charges (Day & Night)			
VIII.	Total			
IX.	Grant total per month (1+2+3+Patrolling charge)			

Total ₹.....(Rupees.....)

1. In addition to this, amount of Service Tax/GST will be reimbursed, as per Govt. of India Rules on production of challan.
2. Enhancement in minimum wages and other component will be paid as applicable time to time.
3. The CSIR-CIMFR shall not be responsible for providing residential accommodation to any of the employee of the contractor. However, Security barrack, if available will be, provided on payment of applicable license fee and water & electricity charges
4. The Service Charge quoted by the Contractor shouldn't be less than the amount of Income Tax, as applicable. If it is found that the amount of service charges is less than the amount of Income Tax as applicable, the tenders will be rejected.

SIGNATURE OF THE TENDERER WITH DATE & SEAL
NAME AND ADDRESS OF THE TENDERER

CSIR Touching Lives