

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES AT CSIR-NML, JAMSHEDPUR AND ITS OTHER PREMISES
INCLUDING ERSTWHILE MCRS, DIGHA (West Bengal)



CSIR-NATIONAL METALLURGICAL LABORATORY

(Council of Scientific & Industrial Research)

JAMSHEDPUR -831007

Telephone : 0657- 2345000-01, Fax- 2345153

Website Address : www.nmlindia.org

TENDER DOCUMENT FOR PROVIDING SECURITY SERVICES AT CSIR-NML, JAMSHEDPUR AND ITS OTHER PREMISES INCLUDING ERSTWHILE MCRS, DIGHA (W.B.)		
PUBLISHING DATE	:	08.02.2022
ORIGINAL	:	To be submitted online under two bids system (Technical and Commercial/Price)
DUPLICATE	:	To be retained by the bidder for his reference.
COST OF TENDER DOCUMENT	:	N I L
Earnest Money Deposit(EMD)	:	Rs.5,00,000/- (Five lakh only) must be submitted by all bidders in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is an acceptable form.
Bid Document Download Start Date	:	08.02.2022 from 15:00 hrs.
Bid Submission Start Bid Submission End Date	:	08.02.2022 from 16:30 hrs. 01.03.2022 from 15:00 hrs.
Technical Bid Opening Date	:	01.03.2022 at 15:30 hrs.
Commercial/Price Bid Opening Date	:	After evaluation of Technical Bid

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**CSIR - NATIONAL METALLURGICAL LABORATORY
(Council of Scientific & Industrial Research)
JAMSHEDPUR – 7**



No.CSIR-NML-1(S)/22-E.III

Dated : **08/02/2022**

e-NOTICE INVITING TENDER (eNIT)

E-tender (through GeM) under two-bid system from experienced and registered, Security agencies/Contractors, for providing security services at CSIR-National Metallurgical Laboratory (CSIR-NML), Jamshedpur and its other premises including erstwhile MCRS at Digha (W.B.) for a period of one year is invited. The contract is worth about Rs.2,50,00,000/- (Rupees Two Crores fifty lakh Only) annually.

The Agency should have successfully carried out at least one similar nature of contract of 80% of estimated cost or two contracts each 60% of estimated cost or three each 40% estimated cost during the last 3 years in Govt./Semi-Govt./PSUs/Central autonomous bodies and/or for CSIR or its Laboratories/Institutes. Registered Security agencies/Contractors should hold valid license under Contract Labour (Regulation & Abolition), Act 1970, registered with GST, ESIC and EPF authorities, having at least one year experience in electronic surveillance (proof should be attached). The Contractor/Security Agency must have a valid license to engage in the business of Private Security Agency in the districts/state of Jharkhand issued by the Home Department of, Govt. of Jharkhand as per their notification No.5 Security(07)-03/2009-4892 dated 26.11.2010 Jharkhand Private Security Agency (Regulatory) Rules, 2010 (a copy of the license should be attached as proof).The bidder requires to have all essential license and permission regarding contract, ESI Code etc. in both the states i.e. Jharkhand & West Bengal. Tender document is available online at GeM portal and CSIR-NML website (www.nmlindia.org). Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document, which will be legible and easy to read.

Concessions to the bidders registered with NSIC/MSME, shall be applicable as per the directives of Govt. of India. The Bidder should upload the registered document of his/her firm. Tender should be submitted only on GeM Portal. Tenders submitted by FAX/e-Mail/by hand/by post will not be entertained. Director, CSIR-National Metallurgical Laboratory, Jamshedpur reserves the right to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof.

(Administrative Officer)

INSTRUCTIONS TO BIDDERS:-**1. GENERAL:-**

1.1 The present tender is being invited for providing security services in the CSIR-NML premises in Jamshedpur and Digha (West Bengal). The Security Agency whom the work will be awarded shall provide ex-servicemen and trained civilian guards to provide security, surveillance and monitoring to buildings, equipments, materials and staff working in the aforementioned premises. **Scope of work of the contract is mentioned in Annexure-II.**

2. ELIGIBLE BIDDERS:-

2.1. The Agency should have successfully carried out at least one similar nature of contract of 80% of estimated cost or two contracts each 60% of estimated cost or three each 40% estimated cost during the last 3 years in Govt./Semi-Govt./PSUs/Central autonomous bodies and/or for CSIR or its Laboratories/Institutes. Registered Security agencies/Contractors should hold valid license under Contract Labour (Regulation & Abolition), Act 1970, registered with GST, ESIC and EPF authorities, having at least one year experience in electronic surveillance (proof should be attached). The Contractor/Security Agency must have a valid license to engage in the business of Private Security Agency in the districts/state of Jharkhand issued by the Home Department of, Govt. of Jharkhand as per their notification No.5 Security(07)-03/2009-4892 dated 26.11.2010 Jharkhand Private Security Agency (Regulatory) Rules, 2010 (a copy of the license should be attached as proof).The bidder requires to have all essential license and permission regarding contract, ESI Code etc. in both the states i.e. Jharkhand & West Bengal.

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall upload scan copy of the power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. (a) Memorandum of Understanding must be uploaded in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3. The bidder shall upload full details of his ownership and control, bidder shall submit/upload the certificate of incorporation along with its Memorandum of Articles of Association, if it is a Company or Society etc.

3.4. Bidder or members of a partnership, joint venture or consortium shall upload a copy of PAN Card No. under the Income Tax Act.

3.5. Bidder must upload duly self attested copies of all documents required along with technical bid of the tender.(As specified in Check List Annexure-III)

3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate 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 tender price will not include any such amount. If the CSIR-NML subsequently finds to the contrary, the CSIR-NML 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.

- 3.7. 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.
- 3.8. Our premises are located at Jamshedpur, Jharkhand and Digha, West Bengal. The bidder requires to have all essential license and permission regarding contract, ESI Code etc. in both the states.
- 3.9. Contractor must be capable and ready to provide some female security guards, if required by CSIR-NML.
- 3.10. The Contractor must make the payment of wages for a particular month to the guards & supervisors within 7th day of the following month. The wages and deposited EPF, ESIC GST etc. shall be reimbursed to the contractor by CSIR-NML after submitting pre-receipted bills with the proof of wages paid to the guards & Supervisors, challans indicating deposit of EPF, ESI GST etc. on monthly basis. No partial payment shall be entertained. All bills should be submitted on printed forms. Income Tax and other statutory levies, as applicable from time to time, will be deducted from the bills of the Contractor.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, such bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the CSIR-NML will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO CSIR-NML:-

The bidder is required to provide security services to CSIR-NML and its premises at Jamshedpur and Digha (West Bengal) and is advised to visit and acquaint himself 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 CSIR-NML and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENT:-

- 7.1 The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

8.1. Documents Comprising the Bid:-

- 8.1.1. The bidder shall, on or before the date given in the Notice Invitation on GeM portal and submit his bid online through Government e-Market place (GeM). Bid sent offline (courier/speed or submitted in person or any other mode) shall not be accepted.

8.1.2. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding five years, which were similar in nature and complexity as in the present contract in a separate Format (Annexure-V).

8.2. BID PRICES:-

8.2.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of providing security services to CSIR-NML and its premises in Jamshedpur and Digha (WB). This includes all the liabilities of the contractor such as cost of providing uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESIC, EPF contributions, Bonus, GST, all kinds of taxes etc. which should be clearly stated by the contractor.

8.2.2. The rates of service charge quoted by the Bidder shall be exclusive of GST and EPF & ESI as stated in Annexure-IV.

8.2.3. The rate quoted shall be responsive and the same should be in accordance with the statutory obligations such as Minimum Wages, ESIC, EPF contributions etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.2.4. EPF & ESI shall be reimbursed only on production of proof of deposit.

8.3. Duration of Contract:

The contract will be for a period of ONE YEAR. If the services of the contractor are found to be satisfactory during the contract period the same can be extended for another period of ONE YEAR after expiry of the initial contract of one year with same terms & conditions. If at any time during the term of the contract the services of the contractor are found to be not satisfactory, his contract will be terminated even before expiry of the term after serving a notice of two month's time.

8.4. BID SECURITY/Earnest Money Deposit:-

8.4.1. **The Earnest Money Deposit (EMD) Rs.5,00,000/- (Rupees Five lakh only) are to be deposited In the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks. The EMD may also be deposited through RTGS/NEFT in favour of Director, National Metallurgical Laboratory A/c No. 30271713826 SBI NML Branch IFSC Code : SBIN0003329.** Tender not accompanied with EMD/Bid Security shall be rejected. The EMD shall be refunded to unsuccessful bidder, after finalization of the tender process. The EMD shall be forfeited if any bidder withdraws his offer before finalization of the tender process or fails to submit work order acceptance letter or commence work within 07 days from the date of work order.

8.4.2. Any Bidder if they withdraw or modify their bids during period of validity etc., or If bidders are in breach of obligation(s) under the bid conditions, or failed or refused to furnish a Performance Security in accordance with the Condition of the Tender Document or failed or refused to sign the contract, they will be debarred from participation in tender of CSIR-NML for a period of 3 years from the date of opening of Bid.

9. Submission of Bids:-

9.1.1 The bidder shall upload the Pre-qualification Technical Bid and Price Bid under E-tender (through GeM) portal.

9.1.2 The Pre-qualification Technical Bid should consist of the scan copy of the following documents:-

- (a) Proposal Form as per Annexure-I.
- (b) Proof of deposit of Bid security/EMD.
- (c) One self attested recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (d) A certificate declaring that the firm is not a middleman, agent nor intermediary. A certificate that no middleman, agent is involved.
- (e) The Bidder shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding five years, which were similar in nature and complexity as in the present contract in Annexure-V.
- (f) Self attested copy of PAN card under Income Tax Act;
- (g) Self attested copy of GST Registration Certificate& Number;
- (h) Self attested copy of valid Registration No. of the Agency/Firm;
- (i) Self attested copy of valid Employees Provident Fund Registration Number;
- (j) Self attested copy of valid ESIC Registration Number;
- (k) Self attested copy of valid License and Number under Contract Labour Act or under any other Acts/Rules;
- (l) Copy of a valid license to engage in the business of Private Security Agency in the districts/state of Jharkhand issued by the Home Department, Govt. of Jharkhand as per their notification No.5 Security(07)-03/2009-4892 dated 26.11.2010 Jharkhand Private Security Agency(Regulatory)Rules,2010. The bidder requires to have all essential license and permission regarding contract, ESI Code etc. in both the states i.e. Jharkhand and West Bengal.
- (m) Proof of experience supported by documents from the concerned organizations;
- (n) Banker's certificate stating that the firm is financially sound; and
- (o) Copy of Income Tax Return of the last 3 years.
- (p) Character Certificate in the form of self declaration to the effect that the contractor/firm has not been blacklisted by any Govt. Deptt./CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.

9.1.3. The Financial Bid should contain duly filled in rate schedule/ price bid as per Annexure-IV.

9.1.4 The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

ADDRESS OF THE LABORATORY

The Director,
CSIR-National Metallurgical Laboratory, Burmamines,
Jamshedpur – 831007

10.1 Bid Opening and Evaluation:-

- 10.1.1. The bid of any bidder who has not complied with the conditions prescribed in the terms and conditions will be summarily rejected.
- 10.1.2. Subsequently, the selected technical bids will be evaluated by the CSIR-NML by a committee formed for the purpose.
- 10.1.3. Financial bids of only the technically qualified bidders will be opened for evaluation at a later date. Which shall be notified on the GeM portal.
- 10.1.4. After Commercial/Price Bid opening, lowest rate will be selected. If there is a tie among two or more bidders in L-I rates/ workable service charge (i.e. quoting exactly the same least rate in Rupees), then these bidders shall be intimated separately to submit online a revised price bid. The L-I shall be the party who offers the lowest rate. In case of further tie, the aforementioned process will be repeated so as to arrive at a single L-I or **L-1 will be selected through the process available on GeM portal.**

10.2 Right to accept any Bid and to reject any or all Bids:-

- 10.2.1. Director, CSIR-NML is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2. Director, CSIR-NML may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Govt./Semi-Govt./PSUs/Central autonomous bodies and/or for CSIR or its Laboratories/Institutes etc.
- 10.2.3. Director, CSIR-NML may terminate the contract and forfeit the Bid Security, if applicable, in the event of the successful bidder fails to furnish the Performance Security within seven days from the date of issue of award letter or fails to commence the work within stipulated period as indicated in the award letter.

11.1 Award of Contract:-

- 11.1.1. CSIR-NML will award the contract to the successful evaluated 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 bidding document.
- 11.1.2. CSIR-NML will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award Letter") shall prescribe the amount which CSIR-NML will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute an agreement in Rs.100/- non-judicial stamp paper as per format provided by CSIR-NML within a period of 10 days from the date of issue of Award Letter.

- 11.1.4. The successful bidder shall be required to furnish a **Performance Security within 7 days of receipt of Award Letter for a sum equivalent to the 3% of the annual contract value** in the form of an Account Payee Demand Draft/Bank Guarantee/FDR/Pay Order from a Nationalized/Scheduled bank in favour of **Director, National Metallurgical Laboratory, Jamshedpur**. The Performance Security shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly. No interest shall be payable on the security amount.
- 11.1.5. The successful bidder's rates with respect to percentage of service charge are to be valid for the entire period of contract (including extension period, if awarded).
- 11.1.6. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESIC, EPF, Bonus, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the CSIR-NML. Selection of guards will be made by the CSIR-NML authority or any other officer designated by the Director, CSIR-NML and if any change is required it should be done in consultation with CSIR-NML.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESIC etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the CSIR-NML and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code numbers allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Any breach of the completion of such formalities on more than two occasions during the currency of the contract shall invoke 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. Giving particulars of the employees engaged for the CSIR-NML, is required to be submitted to the CSIR-NML. In any eventuality, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, CSIR-NML is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the CSIR-NML.
4. The antecedents of the workers deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to CSIR-NML and CSIR-NML shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which the details of monthly payment of wages and day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the CSIR-NML. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor shall pay the wages by the way of account transfer and the same record shall be produced along with the monthly payment wage register.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

7. Adequate supervision will be provided 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 staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR-NML.
9. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse within the areas of responsibility given to them by the CSIR-NML and shall not knowingly lend to any person or company any of the effects of the CSIR-NML under its control.
10. The security staff shall not accept any gratification or reward in any shape.
11. The contractor shall have at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the staff shall not do any professional/commercial or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the CSIR-NML, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CSIR-NML, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Director, CSIR-NML, Jamshedpur will be final and binding to the agency.
14. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the CSIR-NML may issue from time to time and which have been mutually agreed upon between the two parties.
15. The CSIR-NML shall inform the contractor if any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly, the Contractor needs to change the staff with prior intimation to the CSIR-NML.
16. The contractor shall be responsible to maintain all property and equipment of the CSIR-NML entrusted to it.
17. The contractor will deploy Supervisors as per the requirement given by the CSIR-NML. The Contractor will be bound to carry out the instruction given by the CSIR-NML from time to time.
18. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.1000/- each occasions and habitual offenders in this regard shall be removed from the CSIR-NML. The penalty on this account shall be deducted from the Contractor's bills.
19. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. The CSIR-NML shall have right to have any person removed in case of staff /visitors complaints or as decided by representative of the CSIR-NML if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

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20. The eight hours shift generally starts from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shifts are changeable and shall be fixed by the CSIR-NML 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-NML for double duty, if any.
 21. The personnel will have to report to the CSIR-NML security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the CSIR-NML.
 22. 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, as the Director, CSIR-NML may think proper in public interest: a) Legal heirs in case of sole proprietor, b) The next partners in the case of company or firms, otherwise shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.
 23. The payment would be made to the contractor on monthly basis after deduction of TDS & GST TDS as per rules based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the CSIR-NML and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the CSIR-NML.
 24. Any damage or loss caused by contractor's persons to the CSIR-NML in whatever form would be recovered from the contractor.
 25. The CSIR-NML 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 prior to the commencement of the contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
 26. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to **double the wages** of number of guards/supervisors absent on that particular day shall be levied by the CSIR-NML and the same shall be deducted from the contractor's bills.
(b) In case any of contractor's personnel deployed under the contract fails to report 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 point 26 (a) shall be levied.
(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of **Rs.1,000/-** for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the CSIR-NML premises immediately.
(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, CSIR-NML reserves the right to impose the penalty as detailed below:-
 - i) That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by CSIR-NML in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
 - ii) After four weeks' delay, CSIR-NML reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from any other security agency/other contractor(s). The difference if any will be recovered from the defaulter contractor's bill and also shall be black listed for a period of 4 years to participate in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
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27. The contractor shall ensure that its personnel shall not at any time, without the consent of the CSIR-NML in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the CSIR-NML and shall not disclose to any information about the affairs of CSIR-NML. This clause does not apply to the information, which becomes public knowledge.
 28. The Contractor shall keep CSIR-NML **indemnified** against any loss caused to the CSIR-NML 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-NML. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
 29. The contractor shall deploy his personnel only after obtaining the CSIR-NML approval duly submitting curriculum vitae (CV) of these personnel, the CSIR-NML shall be informed at least one week in advance and contractor shall be required to obtain the CSIR-NML approval for all such changes along with their CVs.

30. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

31. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
32. "NOTICE TO PROCEED" means the notice issued by the CSIR-NML to the contractor communicating the date on which the work/services under the contract are to be commenced.
33. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and individually liable to the CSIR-NML for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the CSIR-NML.
34. The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
35. During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue or reputation to the CSIR-NML shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
36. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the CSIR-NML may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the CSIR-NML from the contractor.

37. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the CSIR-NML, such money shall be deemed to be payable by the contractor to the CSIR-NML within seven days. The CSIR-NML shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
38. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
39. The contractor shall **indemnify** and hold the CSIR-NML harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
40. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
41. The contracting agency shall not employ any person below the age of 18 years and above the age of 50 years except ex-servicemen and supervisor.
42. The contracting agency shall employ the security personnel preferably from amongst Ex Servicemen not above the age of 60 years. The contractor shall provide proof of Ex Servicemen and CSIR-NML shall get it verified on its own.
43. It is desirable that the contractor provides a few female security guards during the General Shift.
44. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.
45. Security staff engaged by the contractor shall not take part in any staff union and association activities.
46. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches, cells, umbrellas/raincoats, lathis/ballams, mask and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
47. The CSIR-NML shall not be responsible for providing residential accommodation to any of the employee of the contractor.
48. The CSIR-NML shall not be under any obligation for providing employment to any of the Security Personnel of the contractor after the expiry of the contract. The CSIR-NML does not recognize any employee-employer relationship with any of the workers of the contractor.
49. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the CSIR-NML from the agency.
50. If any underpayment is discovered, the amount shall be duly paid to the agency by the CSIR-NML.

51. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the CSIR-NML.
52. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESIC etc. of each employee.
53. The Contractor must make the payment of wages and other admissible statutory dues to the guards and supervisor first and then get the reimbursement from CSIR-NML. The payment will be made within 5th of the following month. These will be reimbursed to the contractor after production of documentary evidence by them.
54. Payment on account of enhancement/escalation payable to the guards on account of revision of wages by the appropriate Govt. from time to time shall be payable by the CSIR -NML to the contractor.

OBLIGATION OF THE CONTRACTOR

55. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the CSIR-NML fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

56. Dispute Resolution

- a) Any dispute and or difference arising out of or relating to this contract/agreement will be resolved through joint discussion between the authorities' representatives and the concerned parties. However, if not resolved shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for arbitration in the matter.
- b) The award of the Arbitrator shall be final and binding on all the parties.
- c) The arbitrator may give interim award(s) and /or directions, as may be required.
- d) Subject to the aforesaid provisions, The Arbitration and 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.
- e) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/ service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

57. JURISDICTION OF COURT

The courts at Jamshedpur shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

58. TERMINATION OF THE CONTRACT

THE CONTRACT CAN BE TERMINATED ON ANY OF THE FOLLOWING CONTINGENCIES:

- a) On the expiry of the contract period
- b) By giving two months notice by CSIR-NML on account of –
 - i) Losses suffered by CSIR-NML due to lapses on the part of the contractor and his personnel.
 - ii) For committing breach of contract.
 - iii) On assigning the contract or any part thereof any benefit or interest therein or there under by the Contractor, subletting whole or part of the contract to any third person.
 - iv) The contractor is not interested to complete/continue the contract.
- c) On contractor being declared insolvent by the competent Court of Law.
- d) During the notice period for termination of the contract, in a situation as contemplated above, the contractor shall keep on discharging his duties as before till the expiry of the notice period.

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 to ensure that no person creates any disruption/hindrance or problem of any nature to CSIR-NML.

Tender form for providing security services at CSIR-NML, Jamshedpur and its other premises.

- | | | |
|-----|--|-------------------------|
| 1. | <i>Cost of tender</i> | NIL |
| 2. | <i>Due date for tender</i> | _____ |
| 3. | <i>Opening time and date of tender</i> | _____ |
| 4. | <i>Name, address of firm/Agency and Telephone numbers.</i> | _____

_____ |
| 5. | <i>Registration No. of the Firm/Agency</i> | _____ |
| 6. | <i>Name, Designation, Address & Tel. No. of Authorised person of firm / Agency to deal with</i> | _____

_____ |
| 7. | <i>Specify as to whether tenderer is sole proprietor/Partnership firm/ Company or any other establishment.</i> | _____

_____ |
| 8. | <i>Name, Address and Telephone No. Of Directors/partners etc. be specified</i> | _____

_____ |
| 9. | <i>Copy of PAN card issued by Income Tax Dept. & Copy of previous THREE Financial Year's Income Tax Return</i> | _____
_____ |
| 10. | <i>GSTIN No.</i> | _____ |
| 11. | <i>Provident Fund Account No.</i> | _____ |
| 12. | <i>ESIC Number</i> | _____ |
| 13. | <i>License number under Contract Labour (R&A) Act.</i> | _____ |
| 14. | <i>Authorisation/Power of Attorney</i> | _____
_____ |
| 15. | <i>License number to engage in the business of Private Security Agency in the districts/state of Jharkhand</i> | _____ |
| 16. | <i>Any other information</i> | _____ |
| 17. | <i>Declaration by the bidder</i> | _____
_____ |

Affix duly Attested P.P. Size recent photograph of the authorized representative of the prospective bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) Name and Address (With seal)

SCOPE OF WORK OF THE CONTRACT

- A. Locations and Manpower Required:** The contractor shall have to provide the security services at National Metallurgical Laboratory and its other premises located at Jamshedpur and Digha (W.B.). Details of the locations and manpower required are given below :

Total Number of manpower required : 61 persons

I.	Main Location (National Metallurgical Laboratory)	12 Persons	(SG)
II.	Pilot Plant (LSTF)	11 Persons	(SG)
III.	Magnesium Plant	07 Persons	(SG)
IV.	MCRS, Digha (W. B.), two locations	05 Persons	(SG)
V.	Agrico Colony	10 Persons	(SG)
VI.	Tuiladungri Colony	07 Persons	(SG)
VII.	Pipe Line Area	03 Persons	(SG)
VIII.	Circuit House Area	03 Persons	(SG)
	Total	58 Persons	Security Guards
	Security Supervisor	03 Persons	

Out of the above, 58 Persons are to be Security Guards (Unarmed), 2 Persons are to be security Supervisors and 1 persons (skilled) are required for manning and monitoring the electronic surveillance and attendance system at the laboratory.

The manpower requirement given above is indicative and may increase or decrease as per the requirement.

B. Scope of Services

1. The Security agency/contractor has to undertake responsibility of safety and security services in CSIR-NML and its other premises 24 hours a day, 7 days a week. The contractor shall ensure round the clock security safety and protection of the personnel & property of the CSIR-NML, prevent tress pass in the assigned area, perform watch and ward functions including night patrol on the various points.
2. Regularly conduct a thorough inspection of the CSIR-NML's different premises, installations and properties. Conduct spot checks and searches on visitors and vehicles entering/leaving the premises.
3. Monitor the adjacent streets for any criminal activity and react promptly if required without disregarding the primary task of securing the premises.
4. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the CSIR-NML.
5. Biometric time attendance and access control system has been installed at CSIR-NML Main campus and LSTF areas the entry for all employees and visitors' is through Bio metric system and smart cards. The guards deployed at visitor's room of the laboratory should have the competence to operate computer. They will be responsible for interacting with the visitors, cross check about their credentials, telephonically confirm about them from CSIR-NML employees to be visited, preparation and issue of magnetic visitor's card.
6. Properly qualified and trained guards will be responsible for manning the surveillance camera system control room of CSIR-NML. Such personnel should be trained and must have experience of monitoring the display panel and should be familiar with the action to be taken in an emergency.

7. 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 with the Security personnel.
8. Deployment of Guards/Security Supervisors will be as per the security plan developed jointly and in consultation with the authorities of the CSIR-NML and the same will be monitored personally by the concerned authorities from time to time.
9. The Security Supervisor/Guard will also patrol all the important and sensitive points of the premises as specified by the CSIR-NML.
10. The Guards on duty will take care of buildings, plant, machines, and vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the CSIR-NML. They will also control and direct vehicular movements in the parking places.
11. To interact with Local Police Authorities or PCR Van to seek Police assistance and to ensure complete safety of CSIR-NML's property and persons.
12. Entry of the street-dogs and stray animals into the premises is to be prevented. They should be at once driven out.
13. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
14. 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.
15. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
16. In emergent situations, security staff/supervisor deployed shall also respond promptly. Security personnel/Supervisors should be sensitized for their role in such situations.
17. The Security Supervisor/Guards are required to display mature behaviour, especially towards staff and visitors.
18. Any other provisions as advised by the CSIR-NML may be incorporated in the agreement. The same shall also be binding on the contractor.
19. The CSIR-NML will be free to deploy their existing staff at any security point(s) as may be deemed necessary.
20. Fully understand, implement, adhere to, and ensure full compliance of the security rules and regulations, security plans, instructions and orders, including those that may be further issued by CSIR-NML from time to time.
21. Closely coordinate with, or advise the CSIR-NML for the drafting, rationalization, adoption and implementation of new security rules and regulations which may be deemed necessary or best practice, during the course of their engagement under their Contract with the CSIR-NML.
22. The contractor should provide additional and replacement guards at the contracted rates at a short notice.

C. Required Qualifications**Security Supervisor/Skilled Person(s):**

- At least completion of secondary education.
- Must be proficient in Hindi and English languages.
- Must be vetted by the Police.
- Must not have a criminal record/background.
- Preferably should have a military, paramilitary or a police background.
- Should have experience in supervising guards in a similar environment.
- Should have leadership experience.
- Must have proof of security guard training/completion records of courses attended.
- Training in access control of visitors and vehicles.
- Trained and experienced in use of computers.
- Training in Biometric Access Control Systems.
- Emergency response training.
- Fire extinguisher and fire response training.
- Experience in using CCTV and recording systems.
- Preferably an experienced trainer and able to train on duty guards.
- Basic first aid training.

Guard(s):

- Minimum of a class VIII qualification. However class X qualifications would be preferable
- Knowledge of Hindi Language. At least have one or two guards on every shift with basic working knowledge of English language.
- Must be completely vetted by the Police.
- Must not have a criminal record of any kind.
- Preferably Should have a military or police background .
- Personnel search training.
- Vehicle search training.
- Emergency response training.
- Fire prevention equipment training.
- Fire extinguishers training.
- Training in CCTV systems.
- Basic first aid training.

D. Duties to be performed:**Security Supervisor/Skilled Person(s):**

- Will act as a coordinator between the Agency and CSIR-NML security set up To ensure that all the instructions of the CSIR-NML are strictly followed and there is no lapse of any kind. He will immediately report to the authorities of CSIR-NML in case of any theft, pilferage and trespass that take place or where any attempt is made to that effect.
- ϕ) • He will be responsible for monitoring leave of guards, managing their duties and providing replacement if a guard proceeds on leave or is absent. He will be responsible for general discipline, turn out and welfare of guards.
- γ) • Manage the duties of the security guards ensuring that all guards conduct their duties competently.
- Manage the duty roster and schedules ensuring that the numbers of guards report for duty each shift.

- Liaise on a daily basis with CSIR-NML and keep the Sr. Security officer, CSIR-NML advised of all security guards and supervisors at all times.
- Ensure that the visitor's Room, CSIR-NML and CCTV control room is manned by properly trained and competent persons.
- Report all incidents to the CSIR-NML as directed.
- Submit all required reports promptly and properly.
- Ensure that the daily occurrence log is properly maintained.
- Ensure that the security procedures are properly executed.
- Ensure the CSIR-NML control policies are properly executed and adhered to at all time.
- Ensure that the guards are properly dressed at all times while on duty and proper hygiene of all guards is maintained at all times.
- Ensure that the guards report for duty on time and do not leave their duty until properly relieved.
- Responsible for any CSIR-NML equipment provided for the guard force.

Guard(s):

- Report on time for duty and remain at duty post until properly relieved.
- Report for duty properly dressed in a clean and neat manner.
- Take proper care of all CSIR-NML equipment provided for the execution of duties.
- Must ensure that the CSIR-NML security procedures are properly executed.
- Report any and all incidents to the Senior Guard/supervisor and Sr. security officer, CSIR-NML.
- Ensure that CSIR-NML access control policies are properly executed and adhered to.
- Be courteous and polite at all times to all staff and visitors.
- Must ensure that the CSIR-NML emergency procedures are applied.
- To be fully active and mobile during the hours of duty. 24/7 responsibility.
- Exercise due care in using all equipment of the CSIR-NML.
- Properly perform all security guard duties at all times while on duty.
- Report security breach immediately to the guard supervisor and prepare detailed report when necessary.
- Patrol for perimeter protection and detect and report any security breach.
- Properly use any fire equipment as necessary.

Check List of Bid Documents

Sl. No.	Documents asked for uploading in the bid	Page number at which the document is placed
1	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/Partners also (Annexure-I).	
2	Self-attested copy of the PAN card.	
3	Self attested copy of GST Registration Certificate	
4	Self attested copy of valid Registration number of the firm/agency.	
5	Self attested copy of valid Employee Provident Fund Registration number	
6	Self attested copy of valid ESIC Registration No	
7	Self attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
8	Character Certificate in the form of self declaration to the effect that the contractor/firm has not been blacklisted by any Govt. Deptt./CSIR as also that there is no criminal case pending against the firm/contractor in any court of Law.	
9	Proof of experiences of last three financial years along with satisfactory performance certificates from the concerned employers.	
10	Proof of one year's experience in electronic surveillance	
11	Banker's Certificate	
12	A certificate declaring that the firm is not a middleman, agent nor intermediary. A certificate that no middleman, agent is involved.	
13	Copy of a valid license to engage in the business of Private Security Agency in the districts/state of Jharkhand issued by the Home Department, Govt. of Jharkhand as per their notification No.5 Security(07)-03/2009-4892 dated 26.11.2010 Jharkhand Private Security Agency (Regulatory) Rules, 2010.The bidder requires to have all essential license and permission regarding contract, ESI Code etc. in both the states.	
14	The Bidder shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding five years, which were similar in nature and complexity as in the present contract in a separate Format (Annexure-V).	
15	Proof of experience supported by documents from the concerned organizations	
16	Copy of Income-Tax Return of the last three financial year.	

Signature of the Bidder
(Name and Address of the Bidder)
Mobile/Tele No.

ANNEXURE-IV

**PROVIDING SECURITY SERVICES AT CSIR-NML, JAMSHEDPUR AND ITS OTHER PREMISES
INCLUDING ERSTWHILE MCRS, DIGHA (W.B.)**

RATE SCHEDULE /PRICE BID

(Per Worker per day in Rs.)

Sl. No.	Particulars/Heads	Security Guard (Without Arms)	Security Supervisor
01.	Basic*	₹ 579.00	₹ 637.00
02.	VDA*	₹ 145.00	₹ 158.00
03.	Total A	₹ 724.00	₹ 795.00
04.	Bonus @8.33%	₹ 60.31	₹ 66.22
05.	Total B	₹ 784.31	₹ 861.22
06.	ESI @ 3.25 % on A	₹ 23.53	₹ 25.84
07.	EPF@13%on A	₹ 94.12	₹ 103.35
08.	Service Charges on total B @ Total.. C		
09.	GST@ 18%, as applicable		
10.	Grand Total		

***Subject to revision as per the order of Ministry of Labour & Employment, Govt. of India.**

The bidder needs to mention only the % of Service Charges in INR upto 2 decimal points.

Service charges only has to be same across all categories of workers.

* No other charges shall be taken into consideration.

* The bid must be both in figure and words. In case of any difference, the word value will prevail.

