



सीएसआईआर-कोशिकीय एवं आणविक जीवविज्ञान केन्द्र
**CSIR-CENTRE FOR CELLULAR & MOLECULAR
BIOLOGY**

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
उप्पल रोड, हैदराबाद/Uppal Road, Hyderabad – 500 007 (तेलंगाना/TELANGANA) भारत/India

File Ref: CCMB/Gen/Security/2020

Date: 01.06.2020

NOTICE INVITING TENDER (NIT)

Online Bids are invited on behalf of **Director, CSIR-CCMB**, Hyderabad in **Two Bids (Technical Bid & Financial Bid)** format for the following Annual contract :

Sl. No.	Name of Work	Estimated cost (Rs.)	EMD (Rs.)
1	Annual Contract for Round-the-Clock Security Services in CCMB and its Annexe Buildings at Hyderabad	3,00,00,000/- for one year	6,00,000/-

CRITICAL DATE SHEET

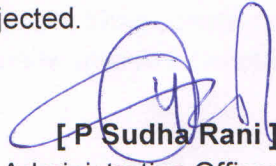
Tender No.	CCMB/Gen/Security/2020
Tender Submission Start Date and Time	02.06.2020 (Tuesday) at 1:00 PM
Tender Submission End Date and Time	22.06.2020 (Monday) up to 2:00 PM
Date and Time for Opening of Tenders	23.06.2020 (Tuesday) at 3:00 PM

Address for Communication:

The Administrative Officer
CSIR – Centre for Cellular & Molecular Biology (CCMB)
Uppal Road, Habshiguda
Hyderabad 500007, TELANGANA
E-mail: coa@ccmb.res.in

Tenders shall be submitted only using **online** web portal <https://etenders.gov.in> and tenders in hard copy by mail / hand shall not be considered.

EMD in favour of Director, CSIR-CCMB, may be submitted in an envelope duly superscribed “**ANNUAL CONTRACT FOR ROUND-THE-CLOCK SECURITY SERVICES IN CCMB AND ITS ANNEXE BUILDINGS AT HYDERABAD**” to Controller of Administration, CCMB, Hyderabad 500 007. Tender received without EMD will be summarily rejected.


[P Sudha Rani]
Administrative Officer

TENDER AGREEMENT

Date: 01.06.2020

To
The Director
CSIR-CCMB
Hyderabad

Tender Ref. No. CCMB/Gen/Security/2020

Name of Work : **Annual Contract for Round-the-Clock Security Services in CCMB and its Annexe Buildings at Hyderabad**

Sir,

I/We understand the nature and quantum of work to be carried out and read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to Director, CSIR-CCMB will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the CSIR-CCMB, general conditions of the contract as amended from time to time and to carryout the work according to the drawings, specifications and special conditions of the contract laid down by CSIR-CCMB.

I/We have quoted the service charges per person in Financial Bids considering the statutory provisions of payment of bonus at 8.33% of minimum wages to workers as per Code of Wages Act, 2019.

A sum of Rs. 6,00,000/- is hereby forwarded as Earnest Money in the form of Demand Draft/Bank's Pay Order drawn in favour of the Director, CCMB from a Scheduled bank. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if :-

I/We do not execute the contract documents immediately after getting information from CSIR-CCMB.

I/We do not commence the work within 15 days after issue of the letter/contract to that effect.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp

INSTRUCTIONS / GUIDELINES FOR TENDERERS

There will be two stage bidding and tender should be submitted in Two Bids (Technical Bid & Financial Bid) format.

1. Part I, Technical Bid, should consist of all the technical details including their previous experience, nature of work carried out, details and number of security personnel provided for each contract etc and other commercial points. This will also include a copy of the Scope of work/contract and terms and conditions enclosed in Part –I Technical Details. An affidavit as per Annexure-C should accompany the tender
2. Part II, Financial Bid, should contain only the Contractor's profit in form of Annexure-B.
3. This tender form along with Annexure-A, B & C should be submitted in original with the Technical Bid. The rates should be filled in the Price Bid format (Annexure-B) and to submit separately on CPPP website. Infringement of this condition shall render the tender liable to rejection.
4. Tenders must be accompanied with **Earnest Money Deposit (EMD)** of a sum of **Rs. 6,00,000/-** (Rupees Six Lakhs only) in the form of Demand Draft/Pay Order from a nationalized bank and drawn in favour of Director, CCMB and payable at Hyderabad.
5. EMD in any other form including cheque/Banker's Guarantee etc. will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be adjusted as part of security deposit. EMD submitted by other bidders will be returned after finalization of the contract. EMD deposited with CSIR-CCMB in connection with any other tender will not be considered/ adjusted against this tender.
6. **NSIC exemption for Tender EMD shall not be considered and such certification shall not be admitted for consideration of tender bid. Similarly, NSIC Certificates shall not be accepted for the exemption of Security Deposit. EMD in any other form is not acceptable. Please note that tender received without valid EMD shall be summarily rejected.**
7. The tender should be clearly filled giving full address of the tenderer. The tenderer should quote in figures as well as in words the Service Charge / Contractors's profit tendered by him.
8. For due performance of his/their obligations under the contract, during the validity, the successful tenderer shall have to deposit 10% of the Contract Value as Security Deposit which will be free of interest, immediately after commencement of the contract. This Security Deposit is to be furnished in the form of Demand Draft/Fixed Deposit Receipt/Bank Guarantee in favour of Director, CSIR-CCMB from any of the Nationalised Banks or scheduled banks. The Security Deposit will be forfeited in case of any breach of contract. After successful completion of the contract, the Security

Deposit will be refunded after adjusting dues if any to the CSIR-CCMB from the Contractor.

9. The tenderer should read the 'General Terms and Conditions' annexed hereto. The tenderer is advised to visit the Lab / Office on any working day between 1000 hrs and 1700 hrs to assess the nature and quantum of work before tendering and ascertain details with prior appointment with Security Officer of CCMB.
10. 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.
11. The successful Tenderer shall present himself for signing the Agreement within two weeks after receipt of Award Letter from CSIR-CCMB. Commencement of the Job Contract shall be made by the Contractor in accordance with the time schedule specified in the Award letter issued by CSIR-CCMB.
12. The Director, CSIR-CCMB does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

PART I - TECHNICAL BID

Technical Details should be provided in the prescribed format i.e. Annexure “A” which should inter alia contain the following:

a. Security Agencies should have registered under Private Security Agencies (Regulation) Act 2005/empanelment with Director General of Resettlement/registered with Centre or State Govt., and also be a registered contractor/Cooperative Society having a valid licence under the Contract Labour (Regulation & Abolition) Act 1970, ESIC, EPF, PAN No. and GST and should furnish the proof of his experience of providing Security services in National Laboratories/ Government/ Semi-Government/ Autonomous Bodies/ PSU. The Agency should furnish the details in the Annexure A of the Tender document.

b. The estimated cost of the Tender is Rs. 3,00,00,000/- per annum.

The work done certificate for having successfully executed/completed similar works during the last 3 years ending the date of advertisement of this tender, should be with any Autonomous Body/Government Organisation where the minimum number of persons deployed were **more than 50.**

“Similar work” means execution of the work of providing round the clock Security Services and must produce work done certificate from the clients. **The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work. The Agency has to produce Satisfactory Performance certificate from organizations where the contractor has provided Security service during the last three years.**

c. An **Earnest Money Deposit of Rs. 6,00,000/-** will have to be furnished in the form of DD/Bankers cheque from any one of the Scheduled banks drawn in favour of the Director, CCMB and payable at Hyderabad, which will be adjusted towards the Security Deposit, if the contract is awarded to him/her/firm.

d. PAN details/GST registration of the firm have to be indicated along with a certified copy.

e. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been blacklisted or changed the name of the firm. The persons deployed for work should not be involved in any police case nor should any case be pending against them. Police verification certificate for the persons deployed for work to be submitted.

f. An affidavit (latest) duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon’ble Court.

- g. Names/address of two persons who can vouch for the credentials of the contractor and stand surety.
- h. The tenderer shall submit the information sought in the format enclosed as Annexure "A" as part of Technical bid along with terms & conditions of Annual Security Contract for a period of one year at CSIR-CCMB, Hyderabad.
- i. The Tenderer must have E.P.F./E.S.I.C Registration number as per the rules to contribute to E.P.F./E.S.I.C. **The successful Contractor if operating from outside of Hyderabad but having branch office in the city will have to obtain EPF and ESI sub-codes in Hyderabad within 2 months of award of Contract for administrative convenience.**
- j. **All copies of mandatory documents submitted by the tenderer should be self-attested by the tenderer, otherwise the bids are liable for disqualification.** The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
- k. **The Part I (Technical Bid) will only be opened on 23.06.2020 at 3:00 PM.** Thereafter the Technical Bids will be evaluated by a Committee and based on the recommendations of the Committee only those tenderers who fulfil the Technical Bid conditions will be called to participate in the opening of Part II (Price Bid).
- l. 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 participate in more than one bid, the bids are liable to be rejected.

PART – II (PRICE BID)

- a. Price bid should be in the format enclosed with tender at annexure “B” (Schedule of quantities).
- b. Failure to fulfil any of the conditions given above shall render the tender liable for rejection.
- c. For evaluation of bids under this contract, the lowest tenderer (L-1) will be decided keeping in view the component of profit margin in the form of service charges quoted by the prospective bidders, as the Contractor is liable to pay minimum wages (as fixed by Central Government/State Government, whichever is higher) plus statutory wages/dues like EPF, ESI, GST etc. as cost component.
- d. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- e. Failure to fulfil any of the conditions given above shall render the tender liable for rejection.
- f. The service charges will be the primary criterion for evaluation of Price Bid. However, mere quoting of low profit margin does not entitle a Contractor for award of the Job Contract in CSIR-CCMB. The workability of the Contractor, past track record and experience will be evaluated before award of work. In case, the Service Charges quoted by two or more agencies are equal, L1 will be decided by considering the highest no. of completed valid works.
- g. The tenderer should quote reasonable service charges per person and it should cover below expenses:
 - (i) Annual minimum bonus calculated at the rate of eight and one-third per cent (8.33%) of the wages earned under Rule 26(1) of Code of Wages Act
 - (ii) TDS at the rate of two percent (2%) under Section 194C of the Income Tax Act
 - (iii) the cost of two pairs of uniforms, all accessories, ID cards etc. to be supplied to the contract security guards and supervisors

The Director, CSIR-CCMB, reserves the right to accept or reject the lowest tender or any tender in part or full without assigning any reason whatsoever, especially in case wherever the service charges quoted in Annexure-B found to be impracticable.

GENERAL TERMS & CONDITIONS

ANNUAL CONTRACT FOR ROUND-THE-CLOCK SECURITY SERVICES IN CSIR-CCMB AND ITS UNITS AT HYDERABAD

I. SCOPE OF WORK/CONTRACT

Centre for Cellular and Molecular Biology, Uppal Road, Hyderabad, a constituent Laboratory of Council of Scientific and Industrial Research is premier Institute in the field of Molecular Biology having its main campus at Uppal Road, Hyderabad and Annexes namely Laboratory for Conservation of Endangered Species (LaCONES) at Attapur; Medical Biotechnology Campus(MBC) at Uppal and CCMB Staff Quarters.

The security agency will provide trained and experienced Security Guards and Security Supervisors (preferably ex-servicemen or trained security guards having an experience of minimum five years in Research/Industrial environment and certificate of training in security, first-aid and fire fighting training on job contract basis) in such a number as required by CSIR-CCMB from time to time as follows :

- i. Protection of CSIR-CCMB land, buildings, fittings and fixtures therein; plant & machineries, equipments installed (including outdoor), office records, moveable and immoveable items in the CSIR-CCMB.
- ii. Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. in the CSIR-CCMB and fresh additions / installations in the CSIR-CCMB from time to time during the contract period.
- iii. To permit the entry of Officers and Staff of the CSIR-CCMB only after verifying their identity.
- iv. To permit the entry of visitors only after confirming from the designated officers of CSIR-CCMB that the entry is for 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.
- v. To permit Government employees of other departments having passes issued by in-charge-security after verifying certificates from their office that they are required to perform duties in the premises of the CSIR-CCMB.
- vi. To permit entry of the official vehicles of the CSIR-CCMB and Private vehicles of the officers and staff of the CSIR-CCMB after ensuring that only the authorized persons are inside the vehicle.
- vii. To permit entry of private vehicles bringing materials, stores for CSIR-CCMB only after confirming from the designated officers of CSIR-CCMB that the entry is for official purposes.

- viii. To make a temporary pass for the officers/staff not having the Identity Card after consulting the designated officers of the CSIR-CCMB.
- ix. Checking of Gate passes/delivery challans for stores / material coming in and going out of the premises.
- x. No part of the CSIR-CCMB land is trespassed, encroached or squatted upon or suffered from any unauthorized occupation or use.
- xi. Providing arrangement of First-aid and assistance in firefighting in case of fire accidents.
- xii. Any other security related instructions for implementation from Time-to-Time.

II. DEFINITIONS

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

- CSIR-CCMB having all its offices/Units and establishments at Hyderabad which includes Laboratory for Conservation of Endangered Species (LaCONES) at Attapur; Medical Biotechnology Campus(MBC) at Uppal and CCMB Staff Quarters.
- Contract shall mean the notice inviting the tender and document, the tender and acceptance thereof and the formal agreement, if any executed between CSIR-CCMB 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 sub-contract any part of the contract without the prior consent of CSIR-CCMB. If such consent is given, this shall not relieve the tenderer from any liability or obligation under the contract and he shall be responsible for the acts/ defaults and neglects of any sub-contractor, his agents or workmen as if they were the acts, defaults and neglects of the tenderer.

IV. PERIOD OF CONTRACT

The contract shall be for a period of one year and can be extended further subject to satisfactory performance of services and compliance of “terms and conditions of the agreement by the contractor” on mutually agreed terms and conditions.

V. GENERAL TERMS AND CONDITIONS

1. Registration/execution of the agreement

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

2. Earnest Money Deposit

A sum of **Rs. 6,00,000/-** (Rupees Six Lakhs only) should be submitted as Earnest Money Deposit (EMD) along with the Technical Bid in the form of Demand Draft/Pay Order valid for 90 days from a nationalized/scheduled bank drawn in favour of Director, CCMB, payable at Hyderabad. The EMD value of the successful bidder shall be adjusted against the security deposit.

3. Security Deposit

The successful bidder shall be required to submit Security Deposit of **Rs. 30,00,000/-** (Rupees Thirty Lakhs only), i.e., 10% of the annual contract value in the form of Fixed Deposit Receipt covering a period of 18 months from the date of start of contract and duly pledged in favour of Director-CCMB before signing the agreement so as to underwrite against any claim arising out, at any time, in connection with this contract.

*[For due performance of his obligations under the contract, during the validity, the successful tenderer shall have to **deposit 10% of the contract value as Security Deposit** which will be free of interest, immediately after conclusion of the contract. **NSIC Certificate will not be accepted in place of Security Deposit.** The Security Deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalised Banks or SBI or in the form of DD from any one of the scheduled banks. The Security Deposit will be forfeited in case of breach of contract. After successful completion of the contract, the Security Deposit will be refunded after adjusting dues if any to the CSIR-CCMB from the Contractor]*

4. Revocation of Security Deposit

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

5. Commencement of work

The Contractor is required to commence the work on the date 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-CCMB 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 Security Guards and Security Supervisors (preferably through ex-servicemen or trained security guards having a certificate of training in security, first-aid and fire fighting training on job contract basis) as follows :

- i) **Security Guards** : They should be smart trained and experienced (having minimum five years of experience) security guards only with good conduct, having passed 10th class with good speaking, writing and reading knowledge in English, Hindi and Telugu, with good physique and should be medically fit. The maximum age limit being 45 years, they should be mature and with minimum height of 5' 5".
- ii) **Security Supervisors/ASOs** : They should be trained, persons of integrity and good conduct having passed minimum 10+2 / Matric, with good speaking, writing and reading knowledge in English, Hindi and Telugu or must be atleast an ex-Senior Non-Commissioned Officer from Army, Air force or Navy only, preferably below 50 years of age.
Desirable: Training in Industrial security and safety. At least 3 years of experience as Security Supervisor in a big industry with minimum 50 security guards. Should have sufficient knowledge about Fire safety and fire fighting. Persons with good personality and medical fitness will be given preference with the maximum age limit being 50 years only. However, age relaxation can be given in case of exceptional candidates.
- iii) The firm should provide 9 Security Supervisors / ASOs (Skilled) + 2 relievers and 58 Security Guards + 10 Relievers and 1 Lady Searcher (Skilled-Civilian) who will be deployed in eight hours shift on round the clock basis.
- iv) The number of Security Guards may increase/ decrease depending upon the requirement as envisaged by the CSIR-CCMB during the period of contract. The list of all security personnel deployed in the CSIR-CCMB containing their residential address, age, educational qualification shall be submitted 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.

- v) Police verification of the Security Guards and Security Supervisors/ASOs must be submitted to the CCMB before deploying them for duty and the same must be done every time there is change in security personnel deployed.

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-CCMB 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-CCMB.

The Contractor will visit the CSIR-CCMB 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 and 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, CSIR-CCMB 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-CCMB** 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, CSIR-CCMB 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 count shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the Security Deposit as he may think proper.

9. Identification

For the purpose of proper identification of the 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-CCMB shall be compulsory. The contractor must provide 2 sets of uniform to its personnel deployed under contract at his 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-CCMB.

12. Surprise Check

The Director, CSIR-CCMB or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the contractor in order to ensure that 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 the authorized officer of the CSIR-CCMB, the contractor shall immediately replace the person so deployed.

13. Relationship between the employer and staff

The Contractor shall have the legal status of an independent Contractor. 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-CCMB, either implicitly or explicitly. Internal organizational problems of the Contractor and the deployed staff will be resolved by the Contractor at his own end without disturbing the peace & tranquility and involvement of the CSIR-CCMB. Occurrence of such incident(s) will lead to termination of the Contract along with forfeiting of Contract along with EMD.

14. Medical Examination and Verification of antecedents

The contractor will ensure that his employees are medically fit and free from 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. Raising 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 workers by 7th of each month from his

own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc.

The monthly bill for reimbursement shall be certified by the authorized representative of CSIR-CCMB for pro-rata reimbursement. The office on receipt of the bill will check the certified work record and thereafter process the bill for payment.

The Contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payment [i.e. ECS – Electronic Clearance System / National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) / Net Banking] by crediting the payment directly to the account of Contractor.

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 thereunder. 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 bank details to the office duly certified by the bank, with the bill for verification.

17. EPF / ESI / Bonus / Minimum wages & Other benefits

The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Code on Wages 2019, ESI Act, EPF & Miscellaneous Benefits Act 1952, Maternity Benefit 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 and he will be required to submit a copy of Challan/abstract/ statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, 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, GST or any other Government dues, after the submission of attested copies of Recovery Schedule and other statements in the required formats for all employees, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount for the quarter 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 Hyderabad but having branch office in the City will have to obtain EPF/ESI sub-codes in Hyderabad within 2 months of award of Contract for administrative convenience. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Contractor.

The Contractor shall also be responsible to provide other benefits to the workers engaged by him under the Social Welfare Legislation Acts like Bonus etc. as admissible under the rules and CSIR-CCMB shall not be responsible for any claims of staff engaged by the Contractor. The workers engaged by the Contractor will be on their payroll and therefore will not be entitled to any benefit as applicable to the employees of CSIR-CCMB.

Any breach of the compliance of such formalities on more than two occasions during the currency of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice.

18. Goods and Service Tax / Any other Tax

Goods and Service tax 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. However, in case the government increases or decreases the rates of existing service tax/ any other tax (except income tax), CSIR-CCMB shall reimburse subject to the condition that the contractor produces an authentic/reliable proof in this regard. It is mandatory that the Contractor remits Goods & Service Tax for CSIR-CCMB vide separate challan and not combine with remittance of other organizations.

19. TDS

Income tax & GST TDS 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.

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-CCMB 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-CCMB. 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 his employees to be deployed in the CSIR-CCMB.

21. Liability of the contractor to indemnify

The contractor shall keep the CSIR-CCMB indemnified against any loss caused to the CSIR-CCMB's property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor. The Contractor shall be responsible for payment of any loss caused to the property of the CSIR-CCMB. 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-CCMB is also to implead as a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the CSIR-CCMB 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-CCMB 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, CSIR-CCMB 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, CSIR-CCMB** shall be final and binding on the contractor. The **CSIR-CCMB** 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 3 months notice in case :
 - i. the contractor provides unsatisfactory services.
 - 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.
 - iv. the contractor is not interested to complete/ continue the contract.

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

24. Removal of 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-CCMB.

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-CCMB 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-CCMB shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

26. Jurisdiction

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

27. Arbitration

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the arbitration of the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for arbitration whose decision 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.

28. Rates

Rate should be quoted in the prescribed price bid format given at Appendix-IV which is also a part of the Price bid based on the latest notification issued by the Chief Labour Commissioner (Central) Delhi vide Notification No. F.No. I /36(3)/20 19-LS-II, Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C), New Delhi, ORDER Dated 23.09.2019 for Highly-skilled and skilled Security personnel/guards. Revision of rates shall be considered as and when the Central Government revise the wages.

Annexure-A

ANNUAL CONTRACT FOR ROUND-THE-CLOCK SECURITY SERVICES IN CSIR-CCMB AND ITS ANNEXE BUILDINGS AT HYDERABAD

PART – I : TECHNICAL BID

A. Documents / details to be mandatorily submitted :

1.	Name of the Organisation / Firm, location of office with complete address with Telephone/ Fax nos. and Email address	
2.	Whether the Organization / Firm has a local office in Hyderabad, if so, the complete address with Telephone / Fax Nos. and Email address	
3.	Year of incorporation of the Firm/Company (with proof)	[Attach as enclosure & refer here]
4.	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 be attached)	
5.	Details of infrastructure, persons employed, number of offices / branches available (attach separate sheet)	[Attach as enclosure & refer here]
6.	The Contractor should have successfully provided security services in large industrial R & D Institutes / Government Organizations / Autonomous bodies / multinational Companies etc. and should have supplied similar number of trained security personnel at atleast three sites and should have successfully completed the full tenure of contract. Relevant certificates of successful completion of contract should be enclosed from three sites of Security contract. The Contractor should have at least one running contract on hand of equivalent or more value (attach proof).	

7.	Income Tax Return (last three years) (with TAN/PAN No.) Professional Tax, Sales Tax, GST, Regn. no. & Clearance (last three years) (enclose photo copies)	[Attach as enclosure & refer here]
8.	Copy of a valid Licence issued by the State / Central Labour Department under Contract Labour Act duly attested by a gazette officer / notarized	[Attach as enclosure & refer here]
9.	Financial resources, assets in terms of firm's property (fixed and moveable) held.	
10.	Audited balance sheet and Profit/Loss A/c for the last 3 years, i.e., 2017-18 and 2018-19, 2019-20 (enclose photo copies)	[Attach as enclosure & refer here]
11.	Solvency certificate of an amount not less than Rs. 10 Lakhs issued by a nationalized bank within the last six months be attached.	
12.	Agency's Annual turnover must be Rs. 6 Crores consistently for at least PAST THREE YEARS (Enclose copies)	
13.	Proof of Financial Capacity from his bankers /Chartered Accountant	
14.	TAN / PAN No. of the firm with copy of the same	
15.	GST Registration number and copy of the same may be attached.	
16.	Details of E.S.I.C. & E.P.F Registration with Date and proof of registration. If the Firm is not registered in Telangana , it should have ESIC sub-code in Hyderabad.	[Attach as enclosure & refer here]
17.	Has the firm attached Part-I containing scope of work, terms, etc. duly signed on all pages?	
18.	Has the firm attached an Affidavit in the prescribed format as at Annexure-C?	
19.	Has the firm submitted EMD of Rs. 6,00,000/- valid for 90 days? If so, give details of Demand Draft/ Pay Order from Nationalized Bank.	
20.	Any other information/ relevant certificate.	

21.	<p>Details of experience of providing similar work in CSIR National Laboratories / Government / Semi-Government / Autonomous Bodies / PSU for the last THREE YEARS where the minimum number of persons deployed were more than 50 in the last three years.</p> <p>Names of the major clients with their addresses, telephone numbers. (Enclose self attested certificates/credential issued by the Competent Authority)</p> <p>The summary of that can be tabulated in the following format in chronological order :</p>	<p>[Attach as enclosure & refer here]</p>
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S. No.	Name and address of the organization where Security Services were provided, Name of Contact Person with Ph. No	Work award letter number & date and Contract value (Rs.)	Experience certificate for the period		No. of security personnel deployed	Brief Description of Services Provided
			From	To		
i						
ii						
iii						
iv						
v						
vi						
vii						
viii						
ix						
x						

*All the above documents should be arranged and submitted according to the above Serial Numbers only.

Date:

Signature of Tenderer

Seal & address:

PART – II - PRICE BID**TO BE FILLED BY THE CONTRACTOR - RATE PER PERSON PER DAY****NUMBER OF MANPOWER TO BE PROVIDED**

S.No.	Category	No. of persons
1	Supervisor	11
2	Security Guards	68
3	Lady Searcher	1

TO BE FILLED BY THE CONTRACTOR

Name and address of the firm	
Service Charges per person as % on Minimum Wages based on Government rate	(In figures)
	(In words)

- Security Agencies/ bidders have to quote their Service Charges in Percentage only on minimum wages. All other statutory liabilities like GST, EPF, ESIC, etc. applicable which may vary from time to time as per govt. orders, will be reimbursed to the contractor by CSIR-CCMB on production of documentary proof.
- **Security agency is liable to pay minimum bonus @8.33% of Minimum Wages to its employees. Therefore, Security Agencies/ bidders while quoting service charges must include payment of Bonus amount as actual expenditure under Service Charges per person. Agency must also consider statutory provisions of TDS deductions and expenditure for establishment charges i.e. uniform, overheads.**
- Financial / Price Bids received with zero/Nil service charges will be treated as unresponsive bids and shall be rejected.
- In case service charges quoted by two or more agencies are same, L1 will be decided by considering the highest amount of valid works as described in the annexure A of technical bid which is submitted by the bidders in a separate sheet.

**Signature of Tenderer
Seal & Address**

AFFIDAVIT

I / We (Name) _____
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 or State Government nor any Partner / Shareholder thereof is directly or indirectly
connected with or has any subsisting interest in business of my / our firm. Further, We
hereby declare that Contractor / Partner / Sole Proprietor is/are not involved in any Police
Case / Vigilance enquiry pending or ever been punished by any Hon'ble Court

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)

Calculation of Estimated Total Cost, EMD & Security Deposit For the “Annual Contract for Round-the-Clock Security Services in CCMB and its Annexe buildings at Hyderabad”

(May, 2020)

S. No.	Components of wage	ASO (Highly Skilled)	Security Guard / Lady Searcher (skilled)
1	Basic wage	831	764
2	EPF @ 13% of Basic Wage (incl. of 12% EPF Employer’s Contribution, PF Admn Charges of 0.5%, EDLIS of 0.5%)	108.03	99.32
3	ESI @ 3.25% of Basic wage	27	24.83
	Gross Wages	966.03	888.15
5	Contractor’s Profit @ 15% on Basic Wages (including provisions for Bonus, TDS & Overhead charges)	124.65	114.6
6	TOTAL	1,090.68	1,002.75
7	Number of working days per month	26	26
8	Per person wages per month	28,357.68	26,071.5
9	Number of workers	11	69
10	Wages per month	3,11,934.48	17,98,933.5
11	Months per year	12	12
12	Total wages for the year	37,43,213.76	2,15,87,202
13	TOTAL	2,53,30,416	
14	GST @ 18%	45,59,475	
15	GRAND TOTAL	2,98,89,891	
16	Rounded Off to	3,00,00,000.00	

EMD @ 2% of Rs. 3,00,00,000/- = Rs. 6,00,000

Security Deposit @ 10% = Rs. 30,00,000