

सीएसआईआर मद्रास कॉम्प्लेक्स CSIR MADRAS COMPLEX

सीएसआईआरकैंपस, तारमणी, चैन्नै- 600 113

CSIR Road, CSIR Campus, Taramani, Chennai-600 113

## TENDER DOCUMENT

### 2024-2025

SECURITY SERVICES VIZ. "REGULATION OF MOVEMENT OF MEN, MATERIAL AND VEHICLES AT THE ENTRY AND EXIT POINTS OF THE INSTITUTE AND GUARDING OF ALL THE INSTALLATIONS & OTHER MATERIALS, PROPERTY OF CSIR CAMPUS, TARAMANI, CHENNAI-113.



CSIR Campus, Taramani, Chennai - 600 113.

☎ 2254 4533/2254 4524/2254523

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CSIR Road, CSIR Campus, Taramani, Chennai-600 113

### Declaration

मैं/हम एतद्वारा घोषित करते हैं कि <https://www.etenders.gov.in> वेबसाइट से निविदा दस्तावेज को डाऊनलोड किया है और उसके मूल प्रपत्र में बिना किसी परिपर्तन से उसको प्रिंट किया है।

I/We hereby declare that Tender Documents have been downloaded from the Website <https://www.etenders.gov.in> and printed the same without any alteration of the original format of the downloaded documents.

निविदाकार का हस्ताक्षर Signature of the Tenderer

निविदाकार का नाम व पता, कार्यालय के मोहर सहित

Name & Address of the Tenderer with Office Seal

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सीएसआईआरकैंपस, तरमणी, चैन्नै- 600 113

CSIR Road, CSIR Campus, Taramani, Chennai-600 113

☎ 2254 4540/ 2254 4533/ 2254 1271

No.MC/10/17(24)/2024-25 Admn.

Dated : 04.12.2024

### निविदा आमंत्रित नोटिस / NOTICE INVITING TENDER

CSIR Madras Complex, Chennai solicits bids to award the contract for Security Services viz. "Regulation of Movement of Men, Material and Vehicles at the Entry and Exit Points of the Institute and Guarding of Vital Installations at CSIR Campus, Chennai" from registered and experienced contractors who have executed similar works satisfactorily during the last **three years** either in CSIR or in Government Departments/ Public Sectors Undertakings/ reputed private organizations through Central public procurement portal. **Offline quotations will not be accepted.**

S.No.	Name of Work	Estimated Value (Rs.)	EMD (Rs.)	Duration
1.	Security Services viz. "Regulation of Movement of Men, Material and Vehicles at the Entry and Exit Points of the Institute and Guarding of all the installations & other materials, property of CSIR Campus, Chennai"	1.51 crores	3,02,000/-	ONE YEAR (Initially for a period of One year, extendable for one more year on mutual acceptance and satisfactory performance)

The Contractor should have executed at least one work of similar nature of annual value of Rs.1.21 crores (80% of EV) or two works of similar nature of annual value of Rs. 75.50 lakhs (50% of EV) each or three works of similar nature of annual value of Rs. 60.40 lakhs (40% of EV) each during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies along with Work Completion Certificate as per Annexure III.

Similar work experience "WILL NOT INCLUDE EXPERIENCE OF SECURITY TO BANK ATM'S" but any work which may include any or all work of 'Regulation of Movement of Men, Materials and vehicles at the entry and exit points of the institute and Guarding of all the installations & other materials, property etc...' towards security services.



The works completed during last three years will be considered. Last three years shall be defined as Financial year 2021-22, 2022-23, 2023-24 respectively.

The prospective tenderers may satisfy themselves about the requirements by visiting CSIR Campus, Chennai on any working day (Monday to Friday) between 10.00 am and 4.00 pm before the submission of bid.

EMD of Rs.3,02,000/- (Rupees three lakhs two thousand only) which will be refunded in respect of unsuccessful tenderers by way of Demand Draft from a nationalized /scheduled bank drawing in favour of Co-ordinating Director, CSIR Madras Complex, Chennai super scribing the Name of work and e-tender opening date on the envelop, should reach the Controller of Administration, CSIR Madras Complex, CSIR Road, Taramani, Chennai 600 113 latest by \_\_\_\_\_ ( by 3.00 PM). Appropriate and valid exemption certificate issued by MSME (Micro, Small & Medium Enterprises) / NSIC will be accepted in lieu of EMD. Tenders submitted without EMD / MSME / NSIC exemption certificate and incomplete tenders will be summarily rejected.

The bid should be submitted in the e-procurement portal at **GEM** only. **No manual bids will be accepted.**

CSIR Madras Complex, Chennai may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on CSIR Madras Complex website [www.csircmc.res.in/](http://www.csircmc.res.in/) <https://www.etenders.gov.in> atleast three days in advance of date fixed for opening of tender. The bidders must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s), if any, is also to be submitted, duly stamped and signed along with the submission of the tenders. Any tender submitted without the addendum(s)/corrigendum(s), if any, is liable to be rejected.

It may be noted that if any information furnished by the contractor is found to be incorrect at a later stage, he shall be liable to be debarred from tendering.

The Co-ordinating Director, CMC reserves the right to accept or reject any or all the tenders without assigning any reason thereof and her decision shall be final and binding.

Controller of Administration  
CSIR Madras Complex

**TENDER NOTICE No.MC/10/17/24/2024-25 dated**

**Schedule for Submission and Opening of Bids:-**

Submission of e-Tenders	Due Date & Time
a) Technical Bid b) Price Bid	30/12/2024 by 3:00 PM
Opening of Technical Bid	31/12/2024 by 3:30 PM
Opening of Price Bid henceforth called Bill of Quantities (BoQ)  Price Bid will be opened for the technically successful bidders only.	Will be informed later

SCOPE OF WORK

The Schedule of work to be performed 'Round the Clock' by the Security Agency is as follows:

- a) To provide Security Unit -in-charge / Supervisors / Trained Security Guards as per the directions / requirements of CMC, Chennai.
- b) Every aspect of security for protection of all the installations and other materials, property of CSIR Campus, Chennai, from theft and fire, pilferage, damage and encroachment etc., at CSIR Campus, Chennai and report the same to the management and law enforcing authorities concerned wherever and whenever necessary.
- c) Regulation of entry of authorized persons and prevention of entry of unauthorised persons into the campus.
- d) Monitoring and assisting staff members in using bio-metric attendance machines installed in the campus.
- e) Guiding guests and visitors coming to CSIR Campus, Chennai to their required divisions / person of visit.
- f) Detection/tracing of outsiders or employees in case of actual/attempted pilferages or theft and report such incidents to the competent authority immediately.
- g) Screening and recording of all incoming and outgoing persons/goods/materials and vehicles at the entrance / exit points of the CSIR Campus, Chennai.
- h) Prevent haphazard parking of vehicles inside the campus and assist in parking of vehicles in the place earmarked.
- i) Maintenance of proper record of temporary/permanent pass-out details
- j) Issue of gate-pass to visitors through system based VMS and checking 'in' and 'out' passes for goods/materials.
- k) Proper check and maintenance of records with respect to supply of materials to CMC & its participating units and CSIR-SERC.
- l) Record and monitoring the movement of all contractual workers.
- m) Introduction and implementation of anti-theft measures.
- n) Liaison with local police authorities.
- o) Liaison with local fire-brigade officials in emergency.
- p) Carrying out any other security related task as may be allotted by the competent authority.
- q) Training of security personnel deployed shall be done periodically by the agency to keep them fit, alert and inculcate a sense of professionalism in accordance with The Tamil Nadu Private Security Agencies Rules, 2008 (TNPSAR).
- r) Operation of security cameras / gadgets and monitoring the security of the campus using electronic surveillance infrastructure.
- s) Report of throwing of garbage/materials etc... affecting cleanliness / security of the campus should be reported immediately.



### RESPONSIBILITIES OF THE SECURITY AGENCY

1. The agency should follow all the guidelines issued by the Tamil Nadu Private Security Agency Rules, 2008 from time to time.
2. The Unit in-charge of the firm will be responsible for overall security arrangement which will be monitored by the officer in-charge of the institute.
3. **Unit In-charge must be of Ex-servicemen not below the rank of JCO. Supervisors should be graduates and security guards must be SSLC passed**
4. The Unit in-charge/supervisors/guards provided by the contractor should be; trained, young, smart and well-groomed with proper uniform and able to handle fire extinguishers to extinguish fire with the help of fire extinguishing cylinder, sand and other firefighting materials available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities. They should also be skilful in handling wireless communication equipments. Training of security personnel deployed shall be done periodically by the agency to keep them fit, alert and inculcate a sense of professionalism.
5. It is mandatory that the personnel deployed by the contractor have been imparted quality training with regard to all aspects of security activities including class room and physical training as per TNPSAR 2008. The personnel deployed must perform 'March Past parade' during Republic Day and Independence Day Flag hoisting ceremony. Further, they should also wear ceremonial dress during important occasions/VIP visits.
6. Guards deputed should be well versed with all the firefighting equipments and extinguishers with its operation and maintenance in case of necessity and shall be deputed at site round the clock to use all the firefighting systems in case of exigency of fire. The guards will assist in first aid within the premises if such a need arises.
7. One of the senior staff of the firm/contractor should be deputed for periodical night patrolling at least once in a week to ensure quality service of the work force supplied and also to check the performance of the security guards or as directed.
8. An Officer/manager/senior representative of the firm/contractor may be authorized to maintain regular contact with the institute with regard to security arrangements and improvement. The work will be carried out in accordance with the scope of work and instructions given by the institute from time to time.
9. Entry of street-dogs and stray cattle into the premises is to be prevented. It should be driven out at once.
10. The guards on patrol duty should ensure that all the water taps, valves, water hydrants, etc. installed in the openplaces all over the premises are closed properly.
11. It should be ensured that flower plants, trees and grass lawns are not damaged either by the staff or by the outsiders or by stray cattle.
12. The Unit In-charge/security supervisors/guards are required to display matured and courteous behaviour, especially towards staff and visitors.



13. The supervisors/guards of particular shift will be off from the duty only after the supervisors/guards of the next shift report for duty. The shift change will be after proper handing /taking over formalities in the register provided for this purpose.
14. The reliever guard will attend duty during weekly off of other guard. Continuous duties in two consecutive shifts will not be allowed and the firm/contractor will provide reliever as and when guard(s) remains absent, goes on leave or doesnot report for duty or for any other reasons.
15. The shift of the guards would be rotated weekly and a roster would be maintained for proper check.
16. The night duty guards to be equipped with lathies, torches etc. or as directed.

**PROPERTIES OF CSIR MADRAS COMPLEX, TARAMANI:**

Laboratory areas and all buildings and installations in the Campus, including Trainees Hostel and TDC.

### GENERAL INSTRUCTIONS TO BIDDERS

- 1) Bids are invited only from registered and reputed Security agencies. Proof for registration must invariably accompany the Technical – bid.
- 2) The Contractor should have valid license issued by the Government of Tamil Nadu under the Private Security Agencies (Regulation) Act and Tamil Nadu Private Security Agency Rules, 2008. Expired documents or Non-enclosure will lead to rejection of bids.
- 3) The Security agency must be registered with GST, EPF, ESI authorities and have valid PAN Number. Copy of the GST, EPF, ESI registration and PAN Card must invariably be attached in the Technical bid. Non-enclosure will lead to rejection of bids.
- 4) The Contractor must possess valid licence under the Contract Labour (Regulation and Abolition) Act 1970 from the competent authority.
- 5) The Contractor should have executed at least one work of similar nature of annual value of Rs. 1.21 crores (80% of EV) or two works of similar nature of annual value of Rs. 75.50 lakhs (50% of EV) each or three works of similar nature of annual value of Rs. 60.40 lakhs (40% of EV) each during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies. **Work completion certificate for the work executed as per Annexure-III should be enclosed for the same. Tenders submitted without Work Completion Certificate will be summarily rejected.**

The works completed during last three years will be considered. Last three years shall be defined as Financial year 2021-22, 2022-23 & 2023-24 respectively.

- 6) The wages shall be paid as per:
  - (i) Minimum Wages declared by Chief Labour Commissioner (Central) for Security Supervisors and Security Guards and
  - (ii) Director General of Resettlement Rates for Unit In-chargeAll the statutory charges like EPF, ESIC, GST, Bonus and festival leave of 9 days per annum etc. will be paid compulsorily as per the respective rates prescribed by the Competent Authority from time to time. Any changes in government levies / taxes shall be payable at actuals. **Bidders should insure their contract workers for the entire contract period, in case of not eligible to contribute to the ESI scheme**
- 7) Annexures for declaration about fraud and corrupt practices (Annexure I) and annual turnover certificate for last three financial years (Annexure II) signed by registered Chartered Accountant will have to be submitted by the bidders for purpose of evaluation.
- 8) Bidders who do not meet the eligibility criteria or who submit bids not substantially responsive (service charges less than 3.85%) to the bidding documents will be rejected.
- 9) The prospective tenderers may satisfy themselves about the requirements by visiting the CSIR Campus, Chennai on any working day (Saturday, Sunday & Govt. Holidays are holidays for CSIR Madras Complex) (Monday to Friday) between 10.00 a.m. and 4.00 p.m. before submitting their tender by following COVID guidelines. (Contact Person : **Shri N.S. RADHAKRISHNAN, SECTION OFFICER(G)In-Charge, CSIR Madras Complex,**



Chennai). The cost of such visit shall be borne by the bidder. It shall be deemed that the security agency has undertaken a visit to CSIR Campus and is aware of the operational conditions prior to the submission of the tender documents.

- 10) The Technical Bid must only be in the model response format enclosed. Non-disclosure will lead to rejection of bids summarily.
- 11) The bidder shall submit full details of his ownership and control or, if the bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 12) Bidder must submit copies of all documents required, duly self-attested along with technical bid of the tender.
- 13) 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, middlemen 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 firm/contractor commission or any payment which may be construed as a firm/contractor commission has been or will be paid and that the tender price will not include any such amount. If CSIR Madras Complex subsequently find to the contrary, the CSIR Madras Complex, Chennai reserve the right to declare the bidder as non-compliant and declare any contract if already awarded to the bidder to be null and void.
- 14) 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, the bids are liable to be rejected.
- 15) If any relative of the tenderer is an employee of CSIR Madras Complex, Chennai, the name, designation and relationship of such employee shall be filled in the technical bid.
- 16) 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 or submission of a tender not substantially responsive to the tender document in any respect will be at the bidder's risk and may result in rejection of the bid at the technical state. No interim clarifications/queries will be made. Technical bids will be finalised based on actual documents submitted.
- 17) The bidder shall not make or cause to be made any alterations, erasure or obliterations to the text of the tender document.
- 18) The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Controller of Administration.
- 19) In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the Controller of Administration sufficiently well before submitting the bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidders and the Controller of Administration shall be carried out in writing.



- 20) Except for any such written clarification by the Controller of Administration before opening of technical bids which is expressly stated to be an addendum to the tender document issued by the office of the Controller of Administration, no written or oral communication, presentation or explanation by any other employee of the CSIR Madras Complex shall be taken to bind or fetter the CSIR Madras Complex under the contract.
- 21) Bids and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.
- 22) Bidders shall quote the rates in Indian rupees for the entire contract on a single responsibility basis such that the tender price covers contractors all obligations mentioned in or to be reasonably inferred from the tender document in respect of the security services at CMC. This includes all the liabilities of the contractor such as cost of the uniform and identity cards of the personnel deployed by the security agency and all other statutory liabilities like minimum wages, ESI, EPF contributions, service charges, Incometax, TDS as applicable etc. which should be clearly stated by the security agency.
- 23) The number of manpower required shown in the bid is indicative and actual strength may vary in accordance with the needs of CMC from time to time.
- 24) All bids shall remain valid for 90 days after the date of bid opening. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances CSIR Madras Complex may request the bidder to extend the period of validity.
- 25) If any bidder withdraws his bid within the validity period (Validity Period = 90 days) or makes any modification in the terms and conditions of the bid which are not acceptable to CSIR Madras Complex without prejudice to any other right or remedy, CSIR Madras Complex be at liberty to take further action as deemed fit.
- 26) The tenderer should quote Service Charge in percentage (% - upto two decimals only). Financial / Price bids / BoQs received with **service charges less than 3.85 % (three point eight five percent)** will be treated as **UNRESPONSIVE BIDS** and shall be rejected. The bidders have to quote only Service Charge rate and the Financial Assessment shall be made on the basis of rate of Service Charge only. Service charges quoted will be applicable on wage only, exclusive of all other taxes etc. **In case service charges quoted by two or more agencies are same, L1 will be decided by HIGHEST AVERAGE value of the turn over for last 3 financial years (2021-22, 2022-23 & 2023-24) submitted by the bidders in a separate sheet (Annexure II) duly certified by Chartered Accountant.**
- 27) The security agency is expected to execute the required agreement, pay the security deposit and commence the work within five working days of issue of work order.
- 28) 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 the law. Such action will result in rejection of bid, in addition to other punitive measures.

## GENERAL TERMS AND CONDITIONS

- 1 The Contract is initially for a trial period of **THREE MONTHS** which is likely to be extended for further period of **NINE MONTHS** in the first instance, and a **second extension of twelve months (total period of 24 months)**. Each extension shall be subject to satisfactory performance of the work, at the same tendered rate.
- 2 On award of the contract, the security agency will be required to deposit an amount equivalent to 10% of the annual value of contract as **Security Deposit** in the form of Bank Guarantee/Demand Draft/ Fixed Deposit Receipt (Conditions apply) in favour of **CSIR Madras Complex, Taramani, Chennai - 600 113** against loss/damage/unpaid wages, EPF subscription to contract employees of the security agency and for penalties for deficiency in service levied by CSIR Madras Complex. Validity of the Security Deposit must be at least for six (6) months beyond the tenure of the contract. The security deposit will be refundable on expiry/termination of the contract period after all payments including bonus are paid to the employees of the contractors/security agency. Any loss/damage caused to CSIR Madras Complex, Chennai property / security cameras / gadgets during the currency of agreement would be recovered from the amount of security deposit.
- 3 If the security agency is a joint venture/consortium/group/ partnership of two or more persons, all such persons shall be jointly and severally liable to the CSIR Madras Complex for the fulfilment 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 Madras Complex.
- 4 The security agency/authorized signatory shall execute an agreement on a Non-judicial stamp paper worth Rs.100/- before taking up the Contract, agreeing to abide by all the terms and conditions mentioned therein. (Model format enclosed).
- 5 The working hours for the personnel engaged under the Contracts would be 8 hours duration in any of the three shifts (6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM) as may be required. The shift timings of eight hours duration are subject to change as per requirements of CSIR Campus. Prolonged duty hours (more than 8 hours) shall not be allowed. The agency shall ensure that one sixth of leave reserve to be maintained. Normally no additional payment shall be made by CSIR Madras Complex to the security agency for double duty if any.
- 6 The contractor must be in possession of valid necessary licence under the Contract Labour (Regulation and Abolition) Act 1970 from the competent authority for similar work and obtain the same within a month of award of work for the work in CSIR Campus.



## CONDITIONS REGARDING MANPOWER

- 1 The indicative number of manpower required may be :
  1. Unit-in-charge (Highly Skilled as per DGR) - 1
  2. Security Supervisor (Highly Skilled) - 3 (Reliever @ 1/6 for 3 SS)
  3. Security Guard (Skilled) - 24(22+2) (Reliever @ 1/6 for 24 SG)
- 2 The persons deployed by the security agency shall be employees of the security agency and in no case shall an employee and employer relationship between the said persons and CSIR Madras Complex will arise implicitly or explicitly. The security agency shall not subcontract the security work to any other firm/agency. The CSIR Madras Complex shall not be under any obligation whatsoever for providing employment to any of the worker of the security agency after the expiry of the contract.
- 3 Before the commencement of the contract and on execution of the agreement the necessary staff strength should be paraded before the CSIR Madras Complex authorities. Failure to do so shall lead to cancellation of contract and forfeiture of earnest money deposit.
- 4 The men deployed should be able to speak, read and write in English and Tamil. Their age shall not be less than 21 years and not more than 45 years for normal persons and 55 years in case of ex-service men. Knowledge of Hindi or any other language will be advantage to the Institute. The personnel deployed should have undergone basic training of security in Observation, concealment, handling of firefighting/wireless communication equipments and be able to identify the type of fire. The security agency shall preferably 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. The contractor should ensure that none of the deployed workers are permitted to use mobile phones during duty hours.
- 5 Unit In-charge must be of Ex-servicemen not below the rank of JCO. Supervisors should be graduates and security guards must be SSLC passed.
- 6 Personnel deployed at CSIR Campus, Taramani shall not be allowed to perform in any other site of the Contractor additionally whether in the same capacity or otherwise.
- 7 The security agency/contractor shall try to depute as many numbers of workers from the category of Ex-Servicemen/paramilitary not above the age of 55 years. The security agency may provide proof of Ex-servicemen and CSIR Madras Complex may get it verified on its own.
- 8 The antecedent of security staff deployed shall be got verified by the security agency from local police authority and an undertaking in this regard to be submitted to the CSIR Madras Complex to ensure that the contractor complies with the provisions.
- 9 No regular/retired employees of CSIR Madras Complex, Chennai shall be employed by the security agency either part time or full time.
- 10 The Security Agency must have full fledged functional office in Chennai.
- 11 The security agency shall have its own establishment/setup/mechanism/training institute to provide training aids at its own cost to ensure correct and satisfactory



- performance of its liabilities and responsibilities under the contract and submit reports of periodic training and skill imparted to this institute.
- 12 The Security agency should have round the clock control room service in Chennai along with quick response teams to deal with emergent situations. Details of contact persons and their mobile numbers should be provided.
  - 13 The agency shall deploy its personnel only after obtaining CSIR Madras Complex approval during submitting bio-data (viz., name, age, educational qualification, residential address, professional skills etc.,) of their personnel, the CSIR Madras Complex shall be informed before commencement of contract.
  - 14 The number of workers deployed by the security agency on any day shall not be less than what is mutually agreed to between the security agency and CSIR Madras Complex. If the agency fails to deploy adequate number of workers in any shift penalty @ 10% of wages or higher as decided by the Co-ordinating Director, CSIR Madras Complex shall be effected from the bill or security deposit for the shortfall of duties. The security of the CMC cannot be compromised on any account due to shortfall of workers to be supplied by the security agency.
  - 15 The security agency shall ensure that any replacements of the personnel, as required by CMC for any reason specified or otherwise, shall be effected promptly without any additional cost to CMC. If the security agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CMC at security agency's own cost.
  - 16 A senior level representative of the security agency shall visit the premises atleast once-a-week and review the service performance of its personnel. During the weekly visit, the representative of the security agency will also meet the authorized officer of the CMC for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed.
  - 17 No staff deployed by the security agency should smoke, chew paan/Gutka or consume Liquor or be found in an inebriated state within the Campus. Non compliance may lead to suitable penalty/termination of contract.
  - 18 As and when CMC requires additional security strength including Lady Security Guards on emergent basis or on temporary basis, the security agency will depute such security personnel under the same rates and terms and conditions. For the same, under normal circumstances, a notice of two days will be given by CMC. Similarly, if the security personnel deployed by the security agency or at any time found absent from duty or sleeping or found engaged in irregular activities, the Centre shall deduct the requisite amount at pro-rata rates from the bill of the security agency besides imposition of penalty for non-observance of the terms of contract.
  - 19 The personnel will have to report to the security office, CMC at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions and to complete all other required formalities. The personnel of the security agency shall be subjected to security checks and restrictions of CSIR Madras Complex.
  - 20 The workers of the Security Agency shall be provided with uniforms which shall include pant and bush shirts (with baton strap) or as may be mutually agreed to, baton, beret with ceremonial headdress and lanyard, shoes, whistle and torches, gumboots, seasonal protective

garments like Jersey Grey Coat in winter and rain coats during rainy season shall be provided by the Security Agency at its own cost. The Security Agency shall also provide ceremonial gear like Turban, White Belts, White Anklets etc., to be worn by the security personnel during special occasions/events as indicated by CSIR Madras Complex.

- 21 The workers of the Security Agency shall be issued with proper name plate and identity cards by the Security Agency as per TNPSAR 2008 on its own expense and the personnel are duty bound to display them while on duty. They should also produce the same if demanded by the CSIR Madras Complex authorities.
- 22 The personnel engaged have to be extremely courteous with pleasant manners in dealing with the staff / visitors / guests and should project an image of utmost discipline. The CSIR Madras Complex shall have right to have to any person moved in case of complaints or as decided by representative of the CSIR Madras Complex if the person is not performing the job satisfactorily or otherwise. The Security Agency shall have to arrange suitable replacement in all such cases.
- 23 Under the terms of their employment agreement with the Security Agency, the Security Staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Security Agency inside the premises of CMC.
- 24 In case, if any of the workers deployed does not perform the duties to the required standards or engages in unlawful or disorderly or riotous behaviour the Security Agency shall take suitable action against the worker with intimation to CSIR Madras Complex. Suitable replacement should be provided immediately on demand by CSIR Madras Complex.
- 25 The Security Agency will be held responsible for the damages/sabotage caused to the property of the CSIR Campus other than due to the riots/mob attack/armed dacoity or any other event of force majeure.
- 26 The Security Agency has to provide Non-disclosure agreement in a separate sheet (Annexure-IV). Tenders submitted without the said document will be summarily rejected.
- 27 The CSIR Madras Complex shall not be responsible for providing residential accommodation to any of the employee of the Security Agency.
- 28 All claims, which may arise due to the negligence of the persons deployed at CSIR Madras Complex (includes all types of charges/incidental/legal etc.) shall be borne by the Security Agency.
- 29 All liabilities arising out of accident or death while on duty shall be borne by the Security Agency.
- 30 There should be no case pending with the police against the proprietor/firm/partner of the firm (Security Agency). A self declaration to this effect must be provided.

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### CONDITIONS REGARDING PAYMENT

- 1 The Security Agency shall disburse the wages to its staff deployed in the CSIR Campus, every month on or before 7<sup>th</sup> of succeeding month irrespective of whether the previous month's bill has been settled or not. Documentary proof should be submitted to the satisfaction of CSIR Madras Complex towards salary disbursement.
- 2 The Security Agency must submit the bills in duplicate every month for effecting payment. The monthly bill will be settled within 7 working days from the date of receipt of the bill from the Security Agency, if the bill is in order. Payment will be made on monthly basis by ECS / cheque (in exceptional cases) in favour of the Security Agency. (Required details for ECS payment should be provided for in the bill.)
- 3 Income-tax (TDS) at the prevailing rate under Sec. 194C of IT Act (presently 2%) and GST - TDS or as framed by the Government of India from time to time will be deducted from the monthly bill of the Security Agency.
- 4 The Security Agency will have to provide proof of depositing employees contribution towards EPF/ESI, (if applicable) etc. of each employee for every month. Reimbursement of EPF and ESI shall be only on submission of relevant document of having deposited the same respectively to the satisfaction of CSIR Madras Complex.
- 5 CMC shall reimburse the Security Agency to the extent of the amount of variation arising out of the upward revision in Minimum Wages as per Minimum Wages Act 1948.
- 6 In the event of default being made in the payment in respect of wages of any person deployed by Security Agency for carrying out its contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of Labour Authorities, CSIR Madras Complex may, failing payment of the said money by the Security Agency, make payment of such claim on behalf of the Security Agency to the said Labour Authorities and any sums so paid shall be recoverable by the CSIR Madras Complex from Security Agency.
- 7 In case, any lapse in the work is noticed, it will result in penal deduction from the bills / security deposit of the Security Agency at 10% of the monthly bill value or higher value whichever is more as decided by the Co-ordinating Director, CSIR Madras Complex.
- 8 If, as a result of post payment audit, any over payment is made in respect of any work done by the Security Agency or alleged to have done by the Security Agency under the tender, it shall be recovered by the CSIR Madras Complex from the Security Agency.
- 9 If any under payment is discovered, the amount shall be duly paid to the Security Agency by the CSIR Madras Complex.
- 10 Unpaid payment to security personnel employed by the Contractor can be reimbursed only within the period contract, if the same has been paid to the individuals to the satisfaction of CMC.



### OTHER CONDITIONS

1. The Security Agency shall provide copies of relevant records (Wage register, employment card) during the period of contract or otherwise even after the contract is over whenever required by the CSIR Madras Complex.
2. All the columns in the Model Response Format shall be clearly filled in ink legibly or typed. No blanks should be left which would be otherwise made the tender liable for rejection.
3. The Co-ordinating Director, CSIR Madras Complex, Chennai 600 113, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding on the Security Agency.

## DECLARATION BY THE TENDERER

I/WE ....., declare that I/We have submitted tender for the work described in the tender after acquainting myself/ourselves fully with the details of work involved and after understanding the responsibility to be discharged by me/us under this contract and have read the complete tender very carefully.

SIGNATURE OF THE TENDERER

SEAL OF FIRM/COMPANY





## सीएसआईआर मद्रास कॉम्प्लेक्स CSIR MADRAS COMPLEX

सीएसआईआरकैंपस, तरमणी, चैन्नै- 600 113

CSIR Road, CSIR Campus, Taramani, Chennai-600 113

☎ 2254 4541/ 2254 4533/ 2254523

### ESSENTIAL ELIGIBILITY CRITERIA

1	Company registration details under Company's Act \ EMD details
2	Registration under The Tamil Nadu Private security agencies (Regulation), Act 2008 (registration should be valid on the date of submission of tender)
3	Registration details with Labour licensing Officer / Labour Commissioner (for the works already carried out)
4	GST registration certificate
5	EPF Registration
6	ESI Registration
7	Income Tax PAN No on company's name
8	More than 60 men on rolls on date of tender -with adequate Management expertise Ex-servicemen deployment capabilities (List of employees on roll as on date of submission to be enclosed)
9	<p>The Contractor should have executed at least one work of similar nature of annual value of Rs.1.21crores (80% of EV) or two works of similar nature of annual value of Rs. 75.50 lakhs (50% of EV) each or three works of similar nature of annual value of Rs. 60.40 lakhs (40% of EV) each during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies along with <b>WORK COMPLETION CERTIFICATE (Annexure-III)</b>.</p> <p>The works completed during last three years will be considered. Last three years shall be defined as Financial year 2021-22, 2022-23 &amp; 2023-24 respectively.</p>
10	Well-structured training facility with a qualified training Officer (Self declaration) and functional office in Chennai.
11	Declaration about fraud and corrupt practices to be executed by the bidder on Rs.10/- stamp paper & attested by Public Notary / Executive Magistrate as per Annexure - I. (Date of declaration should be on or after the date of

	publication of the NIT)
12	Certificate of Turnover for financial year 2021-2022, 2022-2023 & 2023-24 by Chartered accountant (Annexure - II)
13	Self Declaration about no case pending with the police against the proprietor/firm/partner of the firm (Security Agency)
14	Whether the Security Agency had ever been debarred by any court of Law or penalised by any Govt. / CSIR/ Private Organizations? If yes, then the Agency will be disqualified in the Technical bidding stage.
15	Whether any of the relative of the contractor is working in CSIR Madras Complex? If yes 1. Name of the relative, Designation 2. Nature of the relationship
16	Non-disclosure agreement (Annexure-IV)

All the Bidders should meet all the above listed eligibility criteria. If any one of the conditions is not satisfied the bids are likely to be rejected. Proof in the form of valid document should invariably be enclosed for all above eligibility criteria. **Non enclosure will lead to rejection of bids summarily.**



## सीएसआईआर मद्रास कॉम्प्लेक्स CSIR MADRAS COMPLEX

सीएसआईआरकैंपस, तरमणी, चैन्नै- 600 113

CSIR Road, CSIR Campus, Taramani, Chennai-600 113

☎ 2254 4541/ 2254 4533/ 22544523

### Model Response format for Technical Bid

("Regulation of Movement of Men, Material and Vehicles at The Entry and Exit Points of The Institute and Guarding of all the installations & other materials, property of CSIR Campus, Chennai")

(This format is to be used in your letter head / stationery. The order in the format must be strictly adhered to. No rates must be quoted in the Technical bid. Bidder who quotes the rate in the Technical bid will be rejected as non-responsive. Tenderers are required to number **all the pages of the Technical Bid** in **BLACK/BLUE INK** and indicate the **TOTAL** page number below and append signature at the end of this response format)

**TOTAL PAGES OF TECHNICAL BID:** \_\_\_\_\_

S. No.	TECHNICAL REQUIREMENT	Compliance details of the Contractor /Agency Yes or No	Please write the corresponding Page Number(s) of your Technical Bid for reference by CMC
1.	Company registration details under Company's Act \ EMD details		
2	Registration under The Tamil Nadu Private security agencies (Regulation), Act 2008 (registration should be valid on the date of submission of tender)		
3	Registration details with Labour Licensing Officer / Labour Commissioner (for the works already carried out)		
4	GST registration certificate		
5	EPF Registration No		
6	ESI Registration No.		
7	Income Tax PAN No on company's name		
8	More than 60 men on rolls on date of tender -with adequate Management expertise Ex-servicemen deployment capabilities (List of employees on roll as on date of submission to be enclosed)		



9	<p>The Contractor should have executed at least one work of similar nature of annual value of Rs.1.21 crores (80% of EV) or two works of similar nature of annual value of Rs. 75.50 lakhs (50% of EV) each or three works of similar nature of annual value of Rs. 60.40 lakhs (40% of EV) each during last three years in major institutions like Scheduled Banks/ Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses/ reputed private bodies along with <b>WORK COMPLETION CERTIFICATE (Annexure-III)</b>.</p> <p>The works completed during last three years will be considered. Last three years shall be defined as Financial year 2021-22, 2022-23 &amp; 2023-24 respectively.</p>		
10	Well structured training facility with a qualified training Officer (Self declaration) and functional office in Chennai		
11	Declaration About fraud and corrupt practices is enclosed executed on Rs.10/- stamp paper & attested by Public Notary / Executive Magistrate (Annexure - I) (Date of declaration should be on or after the date of publication of the NIT)		
12	Certificate of Turnover for financial year <b>2021-22, 2022-23 &amp; 2023-24</b> by Chartered accountant (Annexure - II)		
13	Self Declaration about no case pending with the police against the proprietor/firm/partner of the firm (Security Agency)		
14	Whether the Security Agency had ever been debarred by any court of Law or penalised by any Govt. / CSIR/ Private Organizations?		
15	<p>Is any of the relative of the Security Agency work in CSIR Madras Complex, Chennai. If yes</p> <ol style="list-style-type: none"> <li>1. Name of the relative</li> <li>2. Nature of the relationship</li> <li>3. Designation</li> </ol>		
16	Non-disclosure agreement (Annexure-IV)		

Signature of the bidder  
Name & Address of the bidder  
with Office Stamp

Place:

Date:



## सीएसआईआर मद्रास कॉम्प्लेक्स CSIR MADRAS COMPLEX

सीएसआईआरकैंपस, तारमणी, चैन्नै- 600 113

CSIR Road, CSIR Campus, Taramani, Chennai-600 113

☎ 2254 4541/ 2254 4533/ 2254 4523

**MODEL AGREEMENT FOR PROVIDING SECURITY SERVICES VIZ. "REGULATION OF MOVEMENT OF MEN, MATERIAL AND VEHICLES AT THE ENTRY AND EXIT POINTS OF THE INSTITUTE AND GUARDING OF VITAL INSTALLATIONS AT CSIR Campus, CHENNAI."**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH,  
a Society registered under the Societies Registration Act and having its office at "Anushandan Bhavan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) of the ONE PART.

And

M/s \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Contractor") of the  
OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing the security viz., "Regulation of movement of men, material and vehicles at entry & exit points of the Institute and guarding of vital installations" arrangement at CSIR Madras Complex, Chennai, which is constituent units of CSIR (hereinafter referred to as CMC") and whereas the Contractor has offered to provide security arrangement on terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the CSIR Madras Complex. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS the CMC has agreed to award the contract of work of security arrangements and to keep a strict watch and ward of the land and properties of CSIR Campus.



AND WHEREAS the Contractor has agreed to furnish to the CSIR Madras Complex a security \_\_\_\_\_ deposit \_\_\_\_\_ of \_\_\_\_\_ Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) by way of Bank Guarantee or Fixed Deposit Receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

#### **A. GENERAL CONDITIONS**

- 1 That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR Madras Complex shall accrue/arise implicitly or explicitly.
- 2 That on taking over the responsibility of providing security arrangements, the Contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with the Co-ordinating Director, CSIR Madras Complex or his nominee. Subsequently, the Contractor shall review the security arrangement from time to time and advise the Co-ordinating Director, CSIR Madras Complex for further streamlining their security system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Co-ordinating Director, CSIR Madras Complex or the officer designated by the Co-ordinating Director in this respect from time to time.
- 3 That the Coordinating Director, CSIR Madras Complex or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
- 4 That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR Madras Complex in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Co-ordinating Director, CSIR Madras Complex in case of any of the aforesaid acts on the part of the said person.

#### **B. CONTRACTOR'S OBLIGATIONS**

- 1 That the Contractor shall provide security and keep watch and ward of the land and properties of CSIR Campus as deemed fit by him in consultation with the designated Officer of the CSIR Madras Complex.
- 2 That for performing security duties, the Contractor shall deploy persons round the clock in eight hours shifts only. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons not below 21 years of age and preferably below the age of 45 years and 55 years in respect of Ex-servicemen for security duties. Only properly trained security personnel of integrity and good conduct are to be deployed by the contractor.
- 3 That the Contractor shall submit details of the names, parentage, residential address, age,



etc. of the persons deployed by him in the premises of the CSIR Campus for the purpose of proper identification of the employees of the Contractor deployed at various points, he shall issue identity cards bearing their photographs/Identification, etc. and such employees shall display their identity cards at the time of duty.

- 4 That the Contractor shall ensure that the persons so deployed do not allow any property of the CSIR to be taken out of the premises without a Gate Pass signed by the designated officials of the CSIR Campus. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorize to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Controller of Administration of the CSIR Madras Complex shall make suitable arrangement to ensure compliance.
- 5 The Contractor shall report promptly to the Director/designated officer of CSIR Madras Complex any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets movable and immovable of the CSIR Campus and if there is any loss to the CSIR Madras Complex, on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the CSIR Campus.
- 6 That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to the CSIR Campus and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948 Employer's Liability Act, 1938, Employment of Children Act, 1938, Interstate Migrant Workmen Act 1979, PSA Act & Rules and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR Campus indemnified from all acts of omissions, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the CSIR Madras Complex shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
- 7 That the Contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR Campus buildings in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
- 8 That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central government or the State Government whichever is higher..
- 9 That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of CSIR Madras Complex.



- 10 That the Contractor shall make the payments of wages, etc. to the persons so deployed in the presence of representative of the CSIR Madras Complex by 7<sup>th</sup> of every month irrespective of whether the previous month's bill has been settled or not and shall on demand furnish copies of wages register/muster roll, etc. to the CSIR Madras Complex for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of the CSIR Madras Complex in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, wages not paid and deductions unauthorizedly made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employments, inspection and submission of periodical returns.
- 11 That the uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as Jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and CSIR shall have no liability whatsoever on this account. The uniform shall be approved by the Co-ordinating Director, CSIR Madras Complex.
- 12 The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the CSIR Campus. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishments Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time of furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Co-ordinating Director, CSIR Madras Complex a sum as may be claimed by the CSIR Madras Complex.

In addition the Contractor shall have the functional obligations detailed in Annexure B

#### **CMC'S OBLIGATIONS:**

- 1 That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of Rs..... on ..... basis. Such payment shall be made within 10 days from the date of receipt of the invoice from the Contractor, provided the bill is in order and duly certified by the officer designated by CSIR Madras Complex in this regard.
- 2 That the aforesaid lump sum amount has been agreed to be paid by CSIR Madras Complex to the Contractor.
- 3 That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR Madras Complex to the Contractor.

- 4 That the CSIR Madras Complex shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account to the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
- 5 The security deposit will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

#### **D. INDEMNIFICATION**

- 1 That the Contractor shall keep the CSIR Madras Complex indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case the CSIR Madras Complex is made party and is supposed to contest the case, the CSIR Madras Complex will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR Madras Complex on demand. Further, the Contractor will ensure that no financial or any other liability comes on the CSIR Madras Complex in this respect of any nature whatsoever and shall keep the CSIR Madras Complex indemnified in this respect.
- 2 That contractor shall further keep the CSIR Madras Complex indemnified against any loss to the CSIR Campus property and assets. The CSIR Madras Complex shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

#### **E. PENALTIES / LIABILITIES**

- 1 That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
- 2 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 the Co-ordinating Director, CSIR Madras Complex in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 3 The Security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and / or loss / damage if any, sustained by the Laboratory / Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by Contractor.

#### **F. COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f \_\_\_\_\_ and shall remain in force for a period of one year. This agreement may be extended for another one year on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:
  - a) On the expiry of the contract period as stated above
  - b) By giving one month's notice by CSIR on account of



- i) for committing breach by the Contractor of any terms and conditions of this agreement
- ii) on assigning the contract or any part there of to any sub-contractor by the contractor without written permission of the CSIR Madras Complex.
- c) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the Contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature in CSIR Madras Complex.

#### **G. ARBITRATION**

In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to Delhi International Arbitration Centre (DIAC) to adjudicate the dispute.

The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.

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.

IN WITNESS WHEREOF the parties hereto have signed these presence on the date, month and year first above written.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of Council of Scientific &  
Industrial Research, Anushandan Bhavan,  
Rafi Marg, New Delhi-110001

For and on behalf of The Contractor \_\_\_\_\_

WITNESS

- 1.
- 2.
- 3.

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

(To be executed by the bidder on Rs. 10/- Stamp paper & attested by Public Notary / Executive Magistrate)

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person

Name & Designation with office Seal

## CERTIFICATE OF TURNOVER

(In the letter head of Agency/firm)

This is to certify that M/s \_\_\_\_\_ has registered following turnover and profit/loss during last three financial years:

Financial Year	Annual Turnover (In Rs)	Net Profit
2023-24		
2022-23		
2021-22		

Seal & signature of Chartered Accountant

Date: \_\_\_\_\_

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

Signature (with date) & seal of Bidder/Tenderer

Date: \_\_\_\_\_



## WORK COMPLETION CERTIFICATE

Name &amp; Address of the client :

Details of works executed by :

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Date of Commencement of work	
4.	Stipulated date of completion	
5.	Actual date of completion	
6.	Tendered Amount	
7.	Contract Value per annum	
8.	Name and address of the authority under whom works executed	
9.	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
10.	(i) Quality of work (indicate grading)* (ii) Amount of work paid on reduced rate basis if any	

- \*  
 1 - Satisfactory  
 2 - Good  
 3 - Very Good  
 4 - Excellent  
 5 - Outstanding

This certificate is issued without any obligation and liability on the part of

.....

Authorised Signatory

**NON DISCLOSURE AGREEMENT**

We hereby declare that we or our employees will not divulge or disclose any information sensitive or otherwise of any nature to anybody/third party.

We understand that we will be solely and wholly responsible for the legal damages arising out of such disclosure.

Signature of the contractor(s)

