

# INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH

## I N D E X

**Name of work:** Appointment of Service Provider for Providing Round the clock Security Services in ICSSR, Aruna Asaf Ali Marg & NASSDOC Library & Office building at 35, Ferozeshah Road, New Delhi

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## **Information and Instruction for Bidder Forming Part of Bid**

The Administrative Officer, ICSSR, Aruna Asaf Ali Marg, New Delhi on behalf of the Council **invites sealed Lump Sum bids** in two envelope system from reputed, experienced and Registered in appropriate class Contractors of Govt Depts./CPWD/MES/Govt. Undertakings holding Valid License of PASARA-2005 and Contract Labour Regulation Act,1970 **TWO BID** system for the following work :-

Name Of Work: **Appointment of Service Provider for Providing Round the clock Security Services in ICSSR, Aruna Asaf Ali Marg & NASSDOC Library & Office building at 35, Ferozeshah Road, New Delhi**

Contract Period	:	<b>One year</b>
Performance guarantee <b>(to be deposited upon award of work)</b>	:	<b>Rs 6,50,000/-</b>
Earnest Money <b>(to be deposited along with technical Bid)</b>	:	<b>Rs 1,30,000 /-</b>
Cost of Tender Documents	:	<b>Rs 1000/- Non-Refundable)</b>
Sale Of Tender Document	:	<b>11.00 AM to 4.00 PM on all Working days upto 26<sup>th</sup> Sep. 2017</b>
Date & Time of Receipt of <b>Technical &amp; Financial Bid</b>	:	<b>28<sup>th</sup> September 2017 upto 3.00 PM</b>
Date & Time of Opening of <b>Technical Bid</b>	:	<b>28th September 2017 at 3.30 PM</b>
Date & Time of Opening of <b>Financial Bids</b>	:	<b>To be notified later</b>

## TERM & CONDITIONS:

1. The tender document can be down loaded from the council web site [www.icssr.org](http://www.icssr.org) . However, the tender cost of Rs 1000/- shall accompany the Technical Bid failing which the bid shall be rejected.
2. The tender Document can also be purchased from the o/o the A.O./ICSSR at Aruna Asaf Ali Marg New Delhi-67 on all working days between 11.0Am To 4.0PM upon non- refundable payment of Rs 1000/-.
3. Contractors/Agencies who full- fill the following requirement/conditions shall be eligible to apply & a list of all completed works (with documentary Proof) is to be submitted along with Technical Bid. See also the Eligibility Criteria at Pg 12 -13.
  - b) Cost of tender papers (if down loaded from Internet) and **Earnest money** is to be **enclosed** with the Technical Bid. The Technical Bid and the Financial Bid are to be submitted in **Two separate envelopes** clearly mentioning **Technical bid & financial bid** on these two envelopes. These two envelopes shall be placed in **One bigger envelope** which shall be **Duly sealed** clearly mentioning the Name of work on bigger envelope
  - c) Contractor must ensure to quote rate in figures as well as in words. In case of any discrepancy, the rates quoted in words shall be considered as per established practise
  - d) The Technical bid will be opened first on the due date & time as mentioned above. The time & date of opening of financial bids of contractors qualifying the Technical bid shall be communicated to them later. In the event of rejection of technical bid the financial bid shall stand automatically rejected.
  - e) The Council reserves the right to reject any prospective application without assigning any reasons & to restrict the list of qualified contractors to any number deemed suitable by it if too many bids are received satisfying the laid down criteria -at it's discretion.
  - f) Tenderer shall include all kinds of liabilities other than statutory taxes while quoting the rate. Contractor will be paid statutory taxes as per government norms.
  - g) **The bid/award of the Tenderer if discovered to have been black- listed /debarred currently by any government department/PSU/Regd Body or any criminal case is pending against the tenderer anywhere in India during last three years shall be rejected/cancelled by the COUNCIL Concealment of material fact in this regard shall be enough ground for rejection of tender/annulment of award. (undertaking in this regard on non-judicial stamp paper of appropriate value shall have to be attached.)**

h) Contractor/Agency should have executed at least three Similar Works\*of same or more value in Govt./PSU & other such Organisations (Regd Govt. Bodies) and must hold Valid Licence of PASRA – 2005. & should be registered under contract labour Regulation &Abolition act,1970

\* Similar works shall mean works of/or Related to security services.

i) The tender form is not transferable under any circumstances

j) Tenders not fulfilling the terms& conditions given in the tender document here as well as elsewhere shall be summarily rejected

**INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH**  
(An Autonomous Organisation under Ministry of HRD)  
ARUNA ASAF ALI MARG, NEW DELHI-110067

**NOTICE INVITING TENDERS (NIT) FOR SECURITY SERVICES**

**TENDER DOCUMENT**

Indian Council of Social Science Research, invites '**Sealed Bids**' for security services from reputed agencies fulfilling the criteria laid down in Technical and Financial bid format at **Annexures 2&6**. The contract period shall initially be for one year **extendable** on **satisfactory performance** and **mutual consent** on same terms and conditions on yearly basis for a maximum of Two years

The bids are to be sent in two parts – one sealed enveloped superscribed as '**Technical Bid**' (**Cover-I**) giving details in the format as per Annexure, and second envelope superscribed as '**Financial Bid**' (**Cover-II**) in the format given Annexure 2&6. The two sealed envelopes as above shall be placed in another sealed envelope super-scribed as '**BID FOR SECURITY SERVICES**'. The bids shall be signed by a person duly authorized on behalf of the bidder /bidder firm and shall be sent to:-

**Administrative officer**  
**Indian Council of Social Science Research**  
**ARUNA ASAF ALI MARG,**  
**NEW DELHI-110067**

1. The sealed bids shall be received by ICSSR upto 3.00 PM on 28.09.2017. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Technical bid will be opened on the same date at 3.30 pm in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed pre-qualification criteria will be notified separately.
2. Earnest Money (EMD) @Rs 1,30,000/- must accompany the **Technical Bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalised bank/Scheduled commercial bank in favour of ICSSR, payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected straight away by ICSSR.
3. **Forfeiture of EMD:**
  - a) If the bidder withdraws his bid during the period of bid validity.
  - b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee as prescribed within the specified time limit.

4. The EMD of successful bidder shall be discharged after receipt of Performance Guarantee which shall only be discharged after satisfactory completion of the work.
5. The bid shall remain valid for a period of 2 months from the date of receipt of the bid.
6. The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work\* as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder.
7. Bidders should quote the rates in the format given at Annexure. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible.
8. Payment will be released on monthly basis after receipt of bill and due certification by concerned division that the services provided during the month are satisfactory.
9. ICSSR reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by ICSSR from P.G or pending bill or by raising a separate claim as permitted under law of the land

## 12. PERFORMANCE GUARANTEE

- 12.1 The successful bidder shall furnish a Performance guarantee of Rs 6,50,000/- within Ten days from the date of acceptance of the bid for due and proper fulfillment of contract.
- 12.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.
- 12.3 The performance guarantee provided by the successful bidder may be in the form of a bank guarantee/bank draft from a Nationalized Bank (as per format given in **Annexure-5**) which should be valid for one year from the date of award.

### 13. CONCILIATION/ARBITRATION

- 13.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a **committee appointed by the Member Secretary, ICSSR.**
- 13.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the empanelled **Sole Arbitrator** of ICSSR to be appointed by the **Member Secretary, ICSSR.**
- 13.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 13.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Indian Laws as amended or enacted from time to time.
- 13.5 The venue of the arbitration shall be **New Delhi, India.** The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 13.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any penal interest during arbitration proceedings.

#### 14. **FORCE MAJEURE**

- 14.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 14.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely ICSSR and the Contractor
- 14.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If delivery of the services are suspended by Force Majeure conditions lasting for more than 2 (two) months, ICSSR shall have the option of canceling this contract in whole or part at it's discretion without any liability on it's part.
- 14.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

15. **APPLICABLE LAW AND JURISDICTION** All matters connected with this contract shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

16. No alternative offer shall be considered.

17. ICSSR reserves the right to cancel the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of ICSSR's action.

18. ICSSR reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.



19. Any clarification on the documents may be obtained from:-

<b>Administrative officer ICSSR, New Delhi</b>	<b>Council Engineer ICSSR, New Delhi</b>
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20. The Contractor is required to enter into a contract with ICSSR on the terms & conditions as detailed in the tender document.
21. In case, it is found and proved that under payment has been made to his employees and/or they are deprived of any due benefits, the awarded tender shall be liable to be terminated besides making due recovery from the Dues of the Agency
22. Employees on contract shall work only for normal duty hours and over time shall not ordinarily be allowed unless and until it is required in unavoidable circumstances but shall be duly approved by the concerned official of ICSSR.
23. Required workforce/man power will be given after award of work.
24. Security deposit or performance guarantee will be returned after six months completion of work after obtaining labour clearance.

**Workforce for 8 hours duty : See Annexure- 1 for details**

1. Skilled S.G.— 07 Nos
2. Un-Skilled S.G—19 Nos

The agency will provide all the uniforms, I-Card, baton, Torch with cell, Gun etc. and for which nothing extra will be paid. All the workmen deployed shall have valid Police Verification Reports to be submitted before issue of Award Letter.

**Annexure-1**

**Duty Chart**

<b>S.No.</b>	<b>Rank</b>	<b>Location</b>	<b>Shift</b>	<b>Remarks</b>
1.	Supervisor (Skilled)	Reception	1 X 2	ICSSR
2	Supervisor (Skilled)	<u>Reception</u> NASSDOC	1 X 2	NASSDOC
3.	Gun-Man (Skilled)	<u>M.S Residence</u> ICSSR	1 X 1	ICSSR
4	Head <u>Guard</u> Skilled	<u>M.S Residence</u> ICSSR	1 X 2	ICSSR
5.	<u>Guard</u> Un-Skilled	<u>Gate No.1</u> ICSSR	1 X 3	ICSSR
6.	<u>Guard</u> Un-Skilled	<u>Gate No.1/reception</u> ICSSR	1 X 3	ICSSR
7.	<u>Guard</u> Un-skilled	<u>General Duty</u> (GH+Reception) ICSSR	1 X 2	ICSSR
8	<u>Guard</u> Un-skilled	<u>General Duty</u> NASSDOC	1 X 1	NASSDOC
9	<u>Guard</u> Un-skilled	<u>Reception</u> NASSDOC	1 X 1	NASSDOC
10	<u>Guard</u> Unskilled	Gate No 4 NASSDOC	1 X 3	NASSDOC
11.	<u>Guard</u> Un-Skilled	<u>Gate No. 2</u> NASSDOC	1 X 3	ICSSR
12.	<u>Guard</u> Un-Skilled	<u>Main Gate</u> NASSDOC	1 X 3	ICSSR

Note: Shift Timings: -  
I Shift 6 AM To 2 PM  
II Shift 2 PM To 10 PM  
III Shift 10 PM To 6 AM  
General Duty 8 AM To 4 PM

**TECHNICAL BID (Cover -I)**

(To be submitted in separate sealed envelope along with other documents)

1.	Name & address of the Tenderer Organization/ Agency with phone number, email and name and telephone/ mobile number of contact person.	..... Office Address ..... Telephone No.....(o).....(R) Mobile No. ..... Email .....
2.	Experience in the work of providing Security Services. Particular of experience (Attach certificate, testimonials). This shall cover the details of work of similar nature, approximate magnitude and duration carried out and/ or on hand for at least 3 immediate preceding financial years along with a certificate from the agency where the job was carried out. <b>Name of Organization with complete address and telephone number to whom services provided</b>	I a. From_____ to _____ b. Contract Amount in Rs. Per month..... c. Reason for Termination II a. From_____ to _____ b. Contract Amount in Rs. Per month..... c. Reason for Termination III a. From_____ to _____ b. Contract Amount in Rs. Per month..... c. Reason for Termination
3.	Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing the services.	
a.	Is the establishment registered with the Government: please give details with Document/ evidence.	
b.	Do you have labour licence please give details and enclose the copy thereof.	
c.	Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in ICSSR.	
4.	Are you covered by the labour Legislation such as, ESI, EPF, Gratuity etc.	YES / NO
5.	Please give EPF No. ESI Code: Gratuity Act Regn. No. (Attach Copies).	
6.	Are you governed by minimum wages rules of the Govt. of India If yes, please give details.	YES / NO
7.	Please attach copy of Income Tax return of last three years.	
8.	Please attach balance sheet of the company, duly certified by Chartered Accountant for last three financial years.	
9.	PAN (Please attach copy)	
10.	Trade Licence No, (Please attach copy)	

11.	Service Tax Registration (Please attach copy)	
12.	Please attach copy of latest Service Tax Return filed with the authority or copy of exemption letter, if any.	
13.	Acceptance of term & condition attached. Please sign each page of term and condition as token of acceptance and submit as part of tender document.	YES / NO
14.	Power of Attorney/ authorization for signing the bid documents.	
15.	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (agency). Indicate any conviction in the past against the Company/firm/partner.	
16.	Detail of the D.D./Pay order of Rs. 1,30,000/- towards (EMD) and a DD for Rs. 1000/- in case tender documents is downloaded from website. DD/PO No. Date: Drawn on: In case of purchase of tender from ICSSR CR No. Date Issuing Office	
17.	Valid labour licence issued by Regional Labour Commissioner, Govt. of India Licence No. Date Authority issued	
18.	Register under small scale industrial undertaking and micro small and medium enterprises	<b>YES / NO</b> <b>Please enclose copy of certificate of registration</b>

**Declaration by the Tenderer:**

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

Encls:

1. DD/ Pay Order No.\_\_\_\_\_.
2. Term & Condition (each page must be signed)
3. Financial Bid (in Cover-II)

Name and Signature of  
Authorized Signatory:

Stamp/ seal of the Bidder/ Tenderer

Date

### **ELIGIBILITY CRITERIA & Other INSTRUCTIONS**

- a) Shall have had average annual financial turnover of 100 lacs during last three years ending 31-03-2017 (photo copy of audited balance sheets of the last three years to be submitted with Technical Bid)
- b) Photo copy of Registration certificate of registration with ESI & EPF is to be submitted with Technical bid
- c) The contractor must read the terms and conditions carefully he shall submit his bid if he consider himself eligible & he is in possession of all documents required
- d) Cost of tender paper (if down loaded from Internet), Earnest money, Technical Bid, Financial Bid is to be submitted in separate envelope clearly mentioning tender cost, EMD, Technical bid & financial bid on envelope & all these envelope in one bigger envelope Duly sealed with clearly mentioning the name of work on bigger envelope
- e) Contractor must ensure to quote rate of each items in figure as well as words
- f) The Technical bid will be opened first on due date & time as mentioned above. The time & date of opening of financial bid of contractor qualifying the Technical bid shall be communicated to them later.
- g) The Council reserves the right to reject any prospective application without assigning any reasons & to restrict the list of qualified contractors to any number deemed suitable by it if too many bids are received satisfying the laid down criteria.
- h) Tenderer shall not be involved in any litigations/Black listed by any party an affidavit on stamp paper must be attached in this regard

### **List of Document to be submitted at Time of Submission of Technical Bid**

- 1. Demand draft, Pay order or bankers' cheque/ Deposit at call receipt of any schedule bank Against EMD
- 2. Certificates of work experience & other details as required
- 3. Certificate of financial turnover from C.A
- 4. Any other document specified in press notice or in information & instruction
- 5. Registration certificate with ESI & EPF
- 6. Copy of bidders pan card



## DEFINITIONS

### (a) **Contract**

Means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority of the Indian Council of Social Science Research and the contractor ..... together with the documents referred to therein, including conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form contract and shall be complementary to one another.

**(b) Works:** be constructed and taken to mean the works by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted, or additional.

**(c) Contractor:** shall mean the individual firm or company undertaking the works and shall include legal personal representative, successors and permitted assignees of such individual firm or company.

**(d) Tendered Value:** means the value of entire work as stipulated in the letter of award.

**(e) Owner:** Indian Council of Social Science Research, Aruna Asaf Ali Marg, New Delhi –110 067.

**(g) officer-in-charge:** officer-in-charge shall mean the persons designated from time to time by ICSSR and include those who are expressly authorized to act for and on behalf of the Council for operation of the contract.

**(h) Fair Wages:** means wages for the time being fixed and notified under the provision of minimum wages act from time to time.

## **GUIDELINES FOR TENDERERS**

### **1. Site Inspection**

The contractor shall be deemed to have inspected the site before submission of his tender and acquainted himself with all aspects such as availability of Labour, Materials, working conditions, nature and volume of work involved, availability of site in full or in part at a time. No claim what so ever for these reasons shall be entertained thereafter from the contractor.

### **2. Purchase and Issue of Tenders**

Tender documents can be down loaded from the council web site [www.icssr.org](http://www.icssr.org)

### **3. Filling up and submission of Tenders**

- (a) The contractor shall quote the rates in figures as well as word and shall work out the amount of his offer and the same shall be written in words and figures in such a way that interpolation is not possible.
- (b) Rate are to be quoted on the proper tender form issued by the Council.
- (c) The tenderer shall return the original tender purchased by him and maintain secret of Tender Documents and drawings under official secret Act 1923.
- (d) In case of discrepancy in rates quoted by the contractor in words and figures, the decision of ICSSR authorities will be final.
- (e) In any item rate tender quoting percentage above/below the estimated cost shall be summarily rejected.
- (f) Tenders shall be received up to 3:00 PM on the date specified in Notice Inviting Tender.
- (g) Following Documents are required to be submitted with tender: Letterhead of the contractor/company with address & Phone Attested copy of Registration & VAT Number, PAN Number. In case of partnership firm/company, a copy of partnership deed issued by Registrar of Company.
- (h) Unsealed/Incomplete tenders shall be summarily rejected.



- (i) No. page of Tender papers shall be removed and the entire set must be submitted as it is. Failure to comply with the instructions may result in the rejection of tender.
- (j) All entries are to be made in one ink only and should be legible. Tender should not contain erasures and corrections and if there is any, shall bear the date initials of the tenderer.
- (k) The tenderer must read & sign each page of the tender.
- (l) No additions alternations are permitted in tender papers. If the tenderer does so, the same shall not be considered and such tender is liable to be rejected.
- (m) Sealed tender is to be addressed to the Administrative Officer In charge, ICSSR, Aruna Asaf Ali Marg, and New Delhi-67. It should have name of work estimated cost put to tender written on the cover as per directions and instructions. The tender should be deposited in the tender box placed in Administration office, by the stipulated date and time.

#### **4. Acceptance of Tender**

- (a) Conditional tenders shall not be accepted.
- (b) Any tender not fulfilling the conditions shall be rejected.
- (c) Tender for work shall remain open for acceptance for a period of sixty days from the date of opening of tenders.
- (d) The Council reserves the right to reject any or all the tenders without assigning any reason.
- (e) Tender cost shall be non-refundable

**These special conditions** shall be read in conjunction with the General Conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these Special Conditions shall take precedence.

##### **1. Non-Judicial Stamp Paper**

The contractor shall have to supply Non- Judicial stamp papers of requisite amount for execution of Contract Bond.

## 2. **Earnest Money & Security Deposit**

- (a) Earnest Money as specified is required to be deposited in the shape of DD/FD of a scheduled Bank of India and pledged in favour of ICSSR or can be deposited in cash with cashier ICSSR and obtain receipt thereof and attach with Tender Paper before submission of Tenders.
- (b) If the Contractor withdraws his offer/tender or modifies his offer/tender, which is not acceptable to the Council before acceptance of the tender then his 100% earnest money will be forfeited without prejudice to any other right or remedy.
- (c) The earnest money deposited by the unsuccessful Tender shall be returned within thirty days from the date of opening of the tender.
- (d) After the acceptance of the tender, the earnest money of the successful contractors shall be refunded upon submission of Performance Guarantee as prescribed.
- (e) The Performance Guarantee shall be refunded/Released to the Contractors after the expiry of Liability Period, which is one month from the date of completion of work.

## 3. **Signing of Contract (Agreement)**

The successful Tenderer, on acceptance of his tender by the Council on issuance of award letter, shall within 15 days from the stipulated date of start of the work sign the contract consisting of.

- (a) Notice Inviting Tender, all documents
- (b) Each page of the Tender

## 4. **Payment of bills**

Monthly bill will be submitted by the contractor as per biometric attendance and as per financial bid quoted.

## 5. **Co-operation with other Agencies**

The Contractor shall not put hindrance to any persons or to other Contractors authorized by the department to carry out works of any nature entrusted to them. The Contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account.

- 6. The contractor will have to remove any person employed on the work if ordered by the Officer Incharge, ICSSR for any reasons.

## 7. **Extension of Time of Contract**

- a. The contract can be extended further with the consent of both parties.

- b. The time allowed for execution of work as specified in the contract or the extended time in accordance with these conditions shall be the essence of the contract.

## 8. **Electricity and Water**

Electricity and Water required for bonafide use of this contract will be available to the contractor free of cost within the ICSSR.

## 9. **Labour Regulations**

- a. The Contractor SHALL PROVIDE first Aid Facilities to the staff employed by him at the site of work.
- b. The Contractor shall abide by all the rules/regulations pertaining to Labour-Wages, welfare, safety and health etc. issued by State/Central Government from time to time without any liability on ICSSR.
- c. The Contractor is liable to pay minimum wages to the labour as per Minimum Wages Act and show proof thereof. If there is any statutory increase in minimum wages as notified by Delhi Govt. the same will be paid by the contractor and claim from the ICSSR.
- d. The contractor shall be responsible for any damage done to any property or injury to any person whatsoever caused by him or any body is his employment or caused in consequence of his work.
- e. He will indemnify the Council (by way of furnishing an INDEMNITY BOND ) against claims, Demands, proceedings charges Cost charges and expenses whatsoever in respect of or in relation to any injuries or damage sand/Or Lawsuits of any type
- f. The Contractor shall obtain a valid licence under the contract labour (R&A) Act 1970 and contract Labour (R&A) Central Rules 1971 before the commencement of work and PASRA Licence 2005. Any failure to fulfill this requirement shall attract the penal provisions.
- g. The Council shall have the right to deduct from the amount due to the contractor, any sum required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract.
- h. The contractor shall at his own expenses arrange for the safety provisions as per CPWD safety codes framed from time to time and shall at his own expense provide for all facilities in connection there with.

**10. Fore Closure of Contract**

If at any time after acceptance of tender, the Council decides to abandon or reduce the scope of works for any reason what-so-ever and hence not require the whole or any part of the work to be carried out, the Officer In-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage or professional loss which he might have derived from the execution of works in full, which he did not derive in consequence of fore closure of the whole or part contract.

**11. Cancellation of Contract in full or part**

If the contractor at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so even after a notice in writing of 7 days from the Officer In-charge.

Commits default to complying with any of the terms and conditions of the contract or assigns, transfer, sublets, then the Council may without prejudice to any other right or remedy to Govt., cancel the contract as a whole or only such items of work in default from the contract.

**12. Termination of Contract on death of Contractor**

Without prejudice to any of the rights or remedies under this contract of the contractor dies, the Council shall have the option of terminating the contract without compensation to the contractor.

**13. Resolution of Disputes**

- a. The work under the contract shall, however, continue during Arbitration proceedings and payment due or payable to the Contractor shall be withheld on account of such proceedings unless the same forms a part of the dispute referred to arbitration.
- b. The venue of the arbitration shall be New Delhi.
- c. The provision of the Arbitration & Conciliation Act, 1996 and rules made there under shall be applicable.
- d. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amount claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of claims by the Member Secretary.
- e. The Arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1940 or any statutory modifications or reenactment thereof and the rules made there under. If any fees are payable to the Arbitrator, shall be paid equally by both the parties.

**Terms and conditions for providing Security arrangements in ICSSR Complex at Aruna Asaf Ali Marg and NASSDOC, 35, Ferozeshah Road.**

1. The agreement shall be deemed to come into force immediately after award of work and shall be valid for a period of one year. After the expiry of the agreement, the same can be extended/renewed on mutually agreeable terms for one year and even further.
2. The Agency shall provide security personnel security guards/security supervisors as per requirements of the ICSSR, which may vary from time to time.
3. All the personnel deployed at the ICSSR campus, shall be employees of the Agency. The Agency shall be solely responsible for the security personnel deployed in the campus under the agreement between the Agency and the ICSSR with regard to their terms and conditions of service, service risk, payment of wages, medical care and other requirement of any Industrial law for the time being in force etc. Such security personnel shall be under the administrative and financial control of the Agency and shall follow the instructions approved by the ICSSR. However, this has to be noted clearly and unmistakably that the security personnel deployed by the Agency under the agreement shall at no time be treated, as employees of this ICSSR and cannot claim any service or absorption in ICSSR.
4. The security personnel to be provided by the Agency shall satisfy the following requirements:
  - a. Not below the age of 21 years and possessing minimum physical standards to the satisfaction of ICSSR and shall be able to read and write simple Hindi & English.
  - b. Duly trained so as to be fully conversant with security rules & Fire Rules.
  - c. Production of sufficient evidence of verification and their character and antecedents by police.
5. The Agency shall provide to the ICSSR details of such security guards/supervisors who have been selected by the Agency giving their names, addresses, photographs, identification marks, bio-data, records of Agency verification and discharge certificates etc. As the case may be.
6. Any replacement shall be made only after prior discussion between both parties, in case any emergency arises.
7. Security personnel shall report for duty in proper uniforms having nameplate on his front pocket, an identity card showing his full address and carrying a lathi, a whistle and a torch (at nights) and perform duty as per duty roster prepared by the Agency in consultation with the ICSSR. The quality of service rendered by the Agency.

8. The responsibility of maintenance of attendance of security personnel will be that of the security department. They are expected to perform eight hours duty in the complex and / or other vantage points in the ICSSR&NASDDOC complexes as may be specified by an officer authorized by the ICSSR in this regard.
9. It will be sole responsibility of the security Agency to ensure that Labour laws prescribed by the Government of India from time to time are strictly adhered to and there is no infringement of them in any manner whatsoever. The Agency shall keep the ICSSR harmless and indemnified against any claim or prosecution arising on account of the failure of the Agency to carry out the obligation under any rule/regulation. The Agency shall pay at least minimum wages notified by Delhi Govt. to the security staff.
10. The Agency shall enclose an attested Xerox copy of the attendance register with their bill for the month for verification that their claim is for the actual duty performed staff duly verified and signed which shall be further compared with biometric attendance.
11. The security Agency must show the receipts of the individual security guards who have been deployed on duty in the ICSSR regarding payment of provident fund, ESI or any other payment made before the payment of monthly bills.
12. Agency shall raise an invoice for the security services each month and the same shall be paid by the client by the 5<sup>th</sup> day of the succeeding month subject to deduction of TDS and other Taxes liveable under Delhi Contract Tax, if any.
13. Payment by the ICSSR for the services provided hereunder shall be a fundamental obligation under the agreement. Any default of payment including any single default of any instalment shall entitle the Agency can terminate the contract by one months' notice in writing.
14. The rates under agreement are based on wages, cost of materials and other expenses and are valid for one year only in case there is substantial increase in such costs, Agency is at liberty either to request for an increase in charges by giving one month's advance notice. In case the increase is not accepted by ICSSR then Agency can terminate the contract by one months 'notice in writing.
15. The ICSSR shall pay separately for any additional services required by ICSSR that are over and above the ones contained in this contract.
16. The Agency agrees to make payment to the workers by cheque/e-transfer
17. The security Agency must also provide Drycell/rechargeable torches to the security guard deployed on night duty.

18. The security personnel deployed by the Agency on the campus shall check the entry of anti social elements in the area of their patrolling beats and ensure that no theft, dacoity, pilferage and or unauthorized intrusion etc. take place.
19. The performance of security personnel deployed in the ICSSR campus shall be subject to regular check by the supervisory staff of the Agency and also of the ICSSR. Any laxity found in the performance of duty by the security personnel shall not only be rectified for prompt improvement but also involve action as below:
  - a) The Agency on being notified by the ICSSR shall immediately replace the security personnel not found up to the mark or fund lacking in the discharge of his duty.
  - b) In case of a security personnel found sleeping on duty, that days wages will not be paid to the Agency in respect of first default. In case of any further default in duty by the same security personnel, he will be removed from further duty, besides deduction of that days wages from the Agency bill.
20. The security personnel shall not indulge in any criminal activities, malpractice or undesirable acts in the performance of their duty. Such acts on their parts shall be dealt with under provisions of the law of the land and Agency shall be solely responsible for this.
21. The Agency should have liaison and links with police and fire services in case of need. The staff should be conversant with frisking arrangements, use of metal detectors, walkie-talkie arms during important functions of ICSSR. The Agency shall provide mobile security guards for escorting the VIP guests during functions. The Agency shall study the adequacy of existing compound wall, fire lighting arrangements, lighting arrangements in the campus and suggest improvements.
22. The Agency shall have to change or replace security personnel as and when decided by the ICSSR without assisting any found guilty of any misconduct or not.
23. The ICSSR shall immediately inform the Agency of any changes that could effect the security of the premises being guarded or that necessitate a change in the assignment instructions

**Note:-**

1. The duty of Supervisor, Guards, & Gunman is required round the clock.
2. Duty Chart for placement and number of worker will be given by the officer In-charge OF ICSSR

**Annexure-3**

**Additional Terms and Conditions**

1. Only Ex- Servicemen with proven record duly supported with documentary proof shall be allowed to be deployed
2. No existing security people to be retained (which shall mean not more than 10% of the deployed personnel at present).
3. No en-mass removal of service personnel without the consent of the officer in-charge of ICSSR.
4. All benefits accrued as per change in statute shall be paid directly to the engaged personnel by the Council by direct transfer to their bank accounts/ or alternatively the service provider shall deposit the same into the bank accounts of the workmen and submit proof thereof to the Council.
5. The service provider shall ensure & submit the banking details of the personnel deployed on duty.
6. No post/vantage point shall remain deserted at any point in time. Any deviation from this rule shall attract penalty as specified in the penalty clause ---which shall form part of the agreement.
7. The Security Guards deployed shall remain alert during his entire duty hours and any incidence of having been found un-alert/sleepy shall attract penalty as well as unsatisfactory performance certificate to the employer. Multiple desertions, un-alert/unsavoury behaviours & below par performance shall culminate in non-release of P.G. without any notice. The decision of the Council in the regard shall be final.

AO/ICSSR



## **Annexure-4**

### **Penalty Clause-1:**

1.) Penalty @ Two times the daily wage of the workman shall be imposed on first count of **default** if the workman is discovered to be Un-alert, indulging in unruly, un-courteous behaviour while on duty.

#### **Defaults:-**

- a) The workman is found to be present without complete Uniform, without Torch (during night-shift), without Baton/Lathi (Uniform shall mean besides shirt & trouser1. Belt 2. Cap 3. Whistle 4. Shoes etc. 5. Valid Identity card duly displayed.)
- b) Any Guard/ Supervisor/ Gun-man found in **in-ebriated** state shall be summarily removed and/or handed over to Police Authorities at the discretion of the officer-in charge of the Council.
- c) Any incidence of Non-payment, Short-payment and With-holding of paymentil/c necessary EPF & ESI Contributions etc. shall be viewed seriously and necessary deduction made from the contractor's dues as & when brought to the notice of the Officer in charge of the Council
- d) Any Guard/Supervisor/ Gun-man found to have been deployed without requisite Police Verification shall attract a penalty of one month's wages from the contractions bill besides instant removal from work force.

### **Penalty Clause-2**

Any un-authorized desertions from the place of duty/deployment during duty hours shall attract a penalty of Rs 500/- for first default and Rs 1000/- for subsequent defaults.

#### **Default**

- a) For Multiple/habitual desertions, if established, a penalty equal to One month's salary shall be imposed besides immediate replacement of the defaulter.  
Decision of the Council in this regard shall be Final & binding on the Agency

## Performa towards Performance Guarantee

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_ Dated \_\_\_\_\_

To

**The Administrative Officer  
Indian Council of Social Science Research  
Aruna Asaf Ali Marg  
New Delhi – 110 067.**

Dear Sirs,

1. In consideration of ICSSR \_\_\_\_\_ (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ICSSR having agreed that the Contractor shall furnish to ICSSR a performance guarantee for Indian Rupees..... for the faithful performance of the entire contract.
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ICSSR on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ICSSR in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ICSSR at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ICSSR may have in relation to the Contractor's liabilities.
4. The Bank further agrees that ICSSR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ICSSR against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of ICSSR or any indulgence by ICSSR to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of ICSSR under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till ICSSR discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ICSSR or that of the Contractor.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_. In case of any extension of contract, Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ICSSR under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ICSSR under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_

WITNESS NO. 1

-----  
(Signature)  
Full name and official  
address (in legible letters)

-----  
(Signature)  
Full name and official  
address (in legible letters)

WITNESS NO. 2

-----  
(Signature)  
Full name and official  
address (in legible letters)

### FINANCIAL BID (Cover-II)

(To be enclosed in separate sealed envelope)

Name of Work: **Providing round the clock Security Services in ICSSR, Aruna Asaf Ali Marg & NASSDOC Library & Office building at 35, Ferozshah Road, New Delhi-67**

**Quoted cost (L.S.) of the Work in a year:- Rs..... lakhs**

- Name of the Tendering Company/Firms/Agency:\_\_\_\_\_
- Details of the Earnest Money deposit: D.D. /Pay Order No.\_\_\_\_\_  
Date\_\_\_\_\_Amount of Rs.\_\_\_\_\_Drawn on Bank\_\_\_\_\_

#### Lump Sum Rate for Security Guards/Workmen

To determine the Lump Sum Rate of Security Guard/Workmen, the following shall be included as per statutory provision of the Govt. labour laws and Existing/Anticipated tax regime.

- Minimum Wages as applicable- consisting of BASIC/ESI/EPF/Reliever Charges/Admn. Charges etc. .
- Service Charges to be quoted within the Consolidated/L.S. amount by the tenderers. This may also include expected changes/ increase in future (during the currency period of the contract) on a/c of various elements in (1) above and other liability under statutory provisions of GST and labour laws as circulated by Central/State Govt. from time to time **and** Employers share towards EPF& ESI etc.)
- The consolidated charge shall be the sum of the ( 1 )& ( 2 )above which shall be quoted to determine the L.S. value of the contract per month and per year as under:-

S.No.	Descriptions	Nos.	Consolidated Rate per Person Per Month	Total Amount Per Year
1.	Unskilled S.G.	19	-*	-
2.	Semiskilled S.G.	--	N/A	N/A
3.	Skilled S.G.	07	-*	-
*	To be filled by the Bidder			

Total Quoted Value of the Tender in Figures.....

Total Quoted Value of the Tender in words .....

Note:

- 1) The consolidated rate under '3' above shall be all inclusive of other liabilities mentioned elsewhere in the tender documents and also the agency **Service Charges**. Nothing extra shall be payable during the currency of the entire contract period including extended period as per terms & conditions of the contract/ Agreement.
- 2) Copy of Proof of deposit of EPF & ESI etc. with the Concerned Authorities shall have to be invariably submitted by the Agency along with the next R/A Bill failing which payment may be withheld at the discretion of the competent Authority.
- 3) The strength of Security Guards shown in the Annexure-1 is indicative of the present requirement as per deployment schedule. Any increase/ decrease in the number of Security Guards shall not entitle the agency for any increase in the quoted rate.
- 4) The agency shall submit a break-up statement in r/o wage-Calculation of structure profile against consolidated/ lump sum rate as quoted above under '3' for reference & smooth governance of the contract.
- 5) Any other clarification if needed may be obtained from the office of the AO/ICSSR or E&W (i/c) before submission of the tender.
- 6) The Decision of the Council with regard to selection of the Lowest Bidder shall be based on the considered assessment and shall be binding on the participating bidders.
- 7) Attendance of workers will be monitored by ICSSR for purpose of payment **through biometric attendance**. Payment of "Absent from duty "cases shall be calculated on Pro-rata basis as per prevailing practise.

**Sign. Of the Bidder**

**Full Name**.....

**Address & Tel No**.....

**E-mail Add.** .....