

**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 for Bidder

The Administrative Officer, ICSSR, Aruna Asaf Ali Marg, New Delhi on behalf of the ICSSR, New Delhi invites **sealed bids** in **two envelopes** from reputed and experienced Contractors having experience of working in Govt Depts/Ministries/PSUs etc. for the **Security Services** work at ICSSR, New Delhi.

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

**Contract Period** : **One year from the award of work**

**Estimated Cost** : **Rs.72.59 lakhs (approx.)  
inclusive of contractor's profit  
and GST**

**Performance guarantee in the  
form of Bank Guarantee** : **3% of estimated cost**

**Availability of Bid Documents** : **11.00 AM to 4.00 PM on all  
working days upto 25.05.2022**

**Date & Time of Receipt of  
Technical & Financial Bid** : **04.06.2022 upto 3.00 PM**

**Date & Time of Opening of  
Technical Bid** : **04.06.2022 at 3.30 PM**

**Date & Time of Opening of  
Financial Bid** : **To be notified later**

**Financial bid of only the successful Vendors will be opened.**

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

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

1. 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 **ANNEXURE 6 & 7**. The contract period shall initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis.
2. The bids are to be sent in two parts – one sealed enveloped superscribed as '**Technical Bid**' giving details in the format as per **ANNEXURE 6**, and second envelope superscribed as '**Financial Bid**' in the format at **ANNEXURE 7**. The two sealed envelopes as above shall be placed in another sealed envelope superscribed as '**BID FOR SECURITY SERVICES**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:

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

3. The sealed bids shall be received by ICSSR upto 3.00 PM of 04.06.2022. 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. Date of opening of financial bids of such firms which meet the prescribed prequalification criteria will be notified separately.
4. The bidder must submit a Bid Security Declaration accepting that if they withdraw or modify their bid during the period of bid validity, they will be suspended for the time specified in the bid document.
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 bid to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Bid must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder.
7. The bidder should quote the rates in the format of financial bid given at **ANNEXURE-7**. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of bid document 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 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 Security Deposit or pending bill or by raising a separate claim.

#### 10. **PERFORMANCE GUARANTEE**

- 10.1 The successful bidder shall furnish a Performance guarantee of 3% of the estimated cost within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract by way of bank draft/P.O./ Bank Guarantee from any Nationalized Bank in the requisite format as per **Annexure-2**
- 10.2 The performance guarantee provided by the successful bidder may be in the form of a bank guarantee/bank draft form a Nationalized Bank (as per format given in **ANNEXURE-2**) which should be valid for one year from the date of award.

#### 11. **CONCILIATION/ARBITRATION**

- 11.1 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**.
- 11.2 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 shall be referred to and settled by the Sole Arbitrator of ICSSR to be appointed by the **Member Secretary, ICSSR**.
- 11.3 Not with-standing 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.
- 11.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 11.5 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.
- 11.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest.

## 12. FORCE MAJEURE

- 12.1 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.
- 12.2 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.
- 12.3 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 deliveries 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 his discretion without any liability at his part.
- 12.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

## 13. APPLICABLE LAW AND JURISDICTION

All matters connected with this, 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.

14. No alternative offer shall be considered.
15. 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.
16. 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.
17. Any clarification on the documents may be obtained from:-

<b>Administrative officer ICSSR, New Delhi</b>	<b>Section Officer (E&amp;W) ICSSR, New Delhi</b>
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18. The Contractor is required to enter into a contract with ICSSR on the terms & conditions as detailed in the bid document.
19. In case, it is found and proved that under payment has been made to the contractor's workforce and/or they are deprived of any due benefits, the awarded

contract shall be liable to be terminated besides making due recovery from the dues of the agency.

20. Workforce on contract shall work only for normal duty hours of 8 hours and over time shall not ordinarily be allowed unless and until it is required in unavoidable circumstances but shall be duly approved by Competent Authority of ICSSR.
21. Following workforce will be deployed at the ICSSR: See **ANNEXURE-1** for details
  1. Skilled S.G.— 06 Nos
  2. Un-Skilled S.G—18 Nos
22. The agency will provide all the uniforms, I-Card, baton, Lathi, 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.

#### **NOTE**

- a) Technical and financial bids are to be submitted in separate envelopes clearly mentioning technical bid & financial bid on the envelopes. Both the envelopes are to be kept in one bigger envelope duly sealed with clearly mentioning the name of work on bigger envelope.
- b) The bidder must ensure to quote rate of each items in figure as well as words
- c) The Technical bid will be opened first on due date & time as mentioned in NIT. The time & date of opening of financial bid of contractor 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.
- d) 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.
- e) The bidder, if discovered to have been black- listed /debarred currently by any government department/PSU/Regd. Body or any criminal case is pending against the bidder 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 bid/annulment of award. Undertaking in this regard on non-judicial stamp paper of Rs. 10 shall have to be attached as per **ANNEXURE-4 & 5**.

## **ELIGIBILITY CRITERIA & Other INSTRUCTIONS**

- a. The bidder shall have had average annual financial turnover of 100 lacs during last three years ending 31-03-2022 (photo copy of audited balance sheets of the last three years to be submitted with technical bid)
- b. Similar works means similar works related to Security Services
- c. Council reserves the right to enquire about the previous/current works of the bidder as claimed by them in their bid document. Any information gathered by the Council by such enquiry which is contrary to the claim of the bidder and is considered as concealment of facts, may lead to rejection of the bid.
- d. Photo copies of registration certificates with ESI & EPF are to be submitted with technical bid
- e. The bidder must read the terms and conditions carefully and shall submit the bid if eligible & is in possession of all documents required
- f. Technical and financial bids are to be submitted in separate envelopes clearly mentioning technical bid & financial bid on envelopes. Both the envelopes to be kept in one bigger envelope duly sealed with clearly mentioning the name of work on bigger the envelope
- g. Bidder must ensure to quote rate of each items in figure as well as words
- h. The technical bid will be opened first on due date & time as mentioned in the NIT. The time & date of opening of financial bid of contractor qualifying the technical bid shall be communicated to them later.
- i. 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.
- j. The bidder shall not be involved in any litigations/Black listed/on hold by any party. An affidavit on stamp paper must be attached in this regard.
- k. The bidder is required to submit experience certificate of last three years up to March, 2022 including the satisfactory performance Certificate from the existing contract on the date.

**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 the ICSSR and cannot claim any employment 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 of security personnel 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.
8. The responsibility of maintenance of attendance of security personnel will be that of the security agency. They are expected to perform eight hours duty in the ICSSR complex and / or other vantage points in the ICSSR&NASSDOC 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 and other Laws of the Government of India, State Government or any other authority 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 of the claim with biometric attendance register, etc.
11. The security Agency must submit the receipts of the individual security guards who have been deployed on duty in the ICSSR regarding payment of salary, other payments and documentary evidence for deposit of provident fund, ESI etc with Government Authorities along with monthly bills.
12. Bills/documents to be submitted on monthly basis to ICSSR latest by 21<sup>st</sup> of following month..
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 Agency will provide additional security personnel if required and ICSSR will pay for the same at the existing contract rates.
16. The Agency agrees to make payment to the workers by e-transfer to their bank account.
17. The security Agency must provide Dry cell/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 informed by the ICSSR shall immediately replace the security personnel not found up to the mark or 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 and arms. The Agency shall provide mobile security guards for escorting the VIP guests during functions. The Agency shall study the adequacy of existing compound wall, firefighting arrangements, lighting arrangements in the campus and suggest improvements.
22. The Agency shall replace security personnel as and when decided by the ICSSR.
23. The Agency shall immediately inform the ICSSR of any changes that could affect 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 workers will be given by the officer In-charge of ICSSR
3. Roster to be prepared by the Agency and will be duly approved by the Administrative Officer, ICSSR.

### **Additional Terms and Conditions**

1. 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 to the engaged personnel shall be paid by the Contractor by direct transfer to their bank accounts and submit proof thereof to the Council.
5. The Contractor 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 the entire duty hours and any incidence of having been found un-alert/sleepy shall attract penalty as well as unsatisfactory performance certificate to the Contractor. Multiple desertions, un-alert/unsavory behaviors & 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.
8. All Security Guards will deposit their mobile phone to their Supervisor before the start of duty and they will not be allowed to use mobile phone during duty hours.
9. Field Officer will check security by surprise visit at different times atleast 5 times in a month and report to A.O. and discuss about the happenings with the A.O.
10. Apart from above visits mentioned under clause 9, Field Officer will visit Office once in a week and discuss with the A.O., ICSSR.

**AO/ICSSR**

## GUIDELINES FOR BIDDERS

### 1. Site Inspection

The bidder shall be deemed to have inspected the site before submission of his bid and acquainted himself with all aspects such as availability of labor, equipment, 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. Issue of Bid Document

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

### 3. Filling up and submission of Bid Document

- (a) The bidder 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 bid document issued by the Council.
- (c) The bidder shall return the original bid document obtained from ICSSR and maintain the secrecy of the bid documents under official secret Act 1923.
- (d) In case of discrepancy in rates quoted by the bidder in words and figures, the decision of ICSSR authorities will be final.
- (e) Bids shall be received up to 3:00 PM on the date specified in Notice Inviting Tender.
- (f) Documents required to be submitted with the bids have been explained in the technical bid document (**Annexure 6**).
- (g) Unsealed/Incomplete bids shall be summarily rejected.
- (h) No page of bid document 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 the bid.
- (i) All entries are to be made in one ink only and should be legible. The bid document should not contain erasures and corrections and if there is any, shall bear the date and initials of the bidder.
- (j) The bidder must read & sign each page of the bid document.
- (k) No additions alternations are permitted in the bid document. If the bidder does so, the same shall not be considered and such bid is liable to be rejected.
- (l) Sealed bid document is to be addressed to the Administrative Officer, ICSSR, Aruna Asaf Ali Marg, New Delhi-110067. It should have name of work written

on the cover as per directions and instructions. The bid document should be deposited in the bid box placed in Administration office, by the stipulated date and time.

#### **4. Acceptance of Bid Document**

- (a) Conditional bids shall not be accepted.
- (b) Any bid not fulfilling the conditions shall be rejected.
- (c) Bid for work shall remain open for acceptance for a period of ninety days from the date of opening of bids.
- (d) The Council reserves the right to reject any or all the bids without assigning any reason.

***A Site Order Book & complaint register*** shall be maintained at the site of the work in which instructions shall be given to the Contractor as and when necessary. These orders shall have to be signed and complied with by the Contractor or in his absence, by his authorized representative or agent & in such case it will be presumed, the same have been conveyed to him in time.

## **SPECIAL CONDITIONS**

### **1. General**

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.

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

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

#### **i) Security Deposit**

The amount of Performance Guarantee shall be limited to 3% of the estimated cost as defined in NIT.

### **3. 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 claimed 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 anybody in his employment or caused in consequence of his work.
- e. He will indemnify the Council against claims, Demands, proceedings charges Cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages.
- f. The Contractor shall obtain a valid license under the contract labour (R&A) Act 1970 and contract Labour (R&A) Central Rules 1971 before the commencement of work. Any failure to fulfill this requirement shall attract the penal provisions.
- g. The contractor shall comply with provisions of payment of wages Act 1936 Minimum Wages Act 1948, Employees liability Act 1938 workmen's compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefits Act 1961, Contractors Labour (R&A) Act 1970 or the modifications there of any other laws relating thereto and the rules made there under from time to time.

- h. The laws afore said shall be deemed to be a part of this contract and any breach thereof, shall be deemed to be a breach of this contract.
- i. 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.
- j. The contractor shall submit a certificate and proof along with each bill that employee's payment has been made by the contractor till the end of the preceding month as per minimum wages act and depositing the statutory benefits of his/her employees in the concerned departments.

#### **4. Fore- Closure of Contract**

If at any time after acceptance of bid, 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.

#### **5. 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 or Commits default to complying with any of the terms and conditions of the contract or assigns, transfer, then the Council may, without prejudice to any other sight or remedy to Govt., cancel the contract.

## **6. 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.

## **7. Resolution of Disputes**

- a. Except where otherwise provided in the contract all questions and disputes relating to the work awarded shall be referred to the sole arbitrator to be appointed by the Member Secretary of ICSSR for adjudication of disputes through Arbitration.
- b. 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.
- c. The venue of the arbitration shall be New Delhi.
- d. The provision of the Arbitration & Conciliation Act, 1996 and rules made there under shall be applicable.
- e. 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, ICSSR.
- f. 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.



## DEFINITIONS

**(a) Contract**

Means the documents forming the bid 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) Bid 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.

**ANNEXURE-1****Duty Chart**

<b>SN</b>	<b>Rank</b>	<b>Location</b>	<b>Shift</b>	<b>Total</b>
1	Supervisor (Skilled)	Reception, ICSSR	1X2 (Shift1 & 2)	2
2	Supervisor (Skilled)	Reception, NASSDOC	1X1 (General Shift)	1
3	Gun-Man (Skilled)	MS Residence	1X1 (Shift 1)	1
4	Head Guard (Skilled)	MS Residence	1X2 (Shift 2&3)	2
5	Guard (Un-Skilled)	Gate No. 1	2X3 (Shift 1,2 & 3)	6
6	Guard (Un-Skilled)	Gate No. 2	1X3 (Shift 1, 2 & 3)	3
7	Guard (Un-Skilled)	Gate No. 3/ Canteen	1X3 (Shift 1, 2 & 3)	3
8	Guard (Un-Skilled)	GH/Reception, ICSSR	1X1 (General Shift)	1
9	Guard (Un-Skilled)	Reception, NASSDOC	1X1 (General Shift)	1
10	Guard (Un-Skilled)	Reception, NASSDOC	1X1 (Shift 3)	1
11	Guard (Un-Skilled)	Main Gate, NASSDOC	1X3 (Shift 1, 2 & 3)	3
			<b>Total</b>	<b>24</b>

Note: Shift Timings: -

Shift No. 1

6 AM To 2 PM

Shift No. 2

2 PM To 10 PM

Shift No. 3

10 PM To 6 AM

General Duty

9 AM To 5 PM

**Proforma towards Security Deposit**

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

To  
**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./- \_\_\_\_\_ (in figures) [Indian Rupees/- (in words) \_\_\_\_\_] 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 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.

8) Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] 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 \_\_\_\_\_ 2022 at \_\_\_\_\_

WITNESS NO. 1

-----  
(Signature)  
Full name & address

-----  
(Signature)  
Full name and official address

WITNESS NO. 2

-----  
(Signature)  
Full name & address

### **ANNEXURE-3**

#### **Penalty Clause-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 & trouser 1. 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 payment/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.

#### **Penalty Clause-3**

- a) If any guard found sleeping during duty hours - a penalty of Rs.1500/- per instance will be levied.
- b) If any guard found in the influence of alcohol - a penalty of Rs.5000/- per instance will be levied and Guard will not be allowed to perform duty in ICSSR.

#### **Penalty Clause - 4**

If any Guard found using mobile phone during duty hours - a penalty of Rs.500/- per instance will be levied.

However, if the exceptions become general practice, action will be initiated as per clause 11 above.

#### **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

**AO/ICSSR**

**ICSSR, New Delhi**

**ANNEXURE-4**

**UNDERTAKING**

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No ..... dated .....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the ICSSR, New Delhi to forfeit the Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the ICSSR, New Delhi to blacklist our agency in case our agency fails to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the ICSSR, New Delhi to initiate action against our agency for blacklisting in case our agency fails to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

**ICSSR, New Delhi**

**ANNEXURE-5**

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).

1. That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
2. That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
3. That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in the ICSSR, New Delhi as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, ICSSR, New Delhi shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.
4. That I, the undersigned undertake that my firm has its own trained security manpower on our rolls to provide requisite services in accordance with the Bid Document submitted in the ICSSR, New Delhi.
5. I also undertake that the workers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of NCT of Delhi and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.
6. I also undertake that if I withdraw or modify my bid during the period of bid validity, my firm may be suspended from taking participation in future bids of ICSSR or any other action ICSSR may deem fit.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

**ANNEXURE-6**

**TECHNICAL BID FORM**

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

1. Name of the firm.....
2. Name of the authorized person submitting the Bid Shri/Smt/Ms .....
3. Designation of the authorized person submitting the Bid.....
4. Mobile No. of the person submitting the Bid.....
5. E-mail of the person submitting the Bid.....
6. Address of the authorized person submitting the Bid .....
- .....
- .....
7. Address of the firm .....
- .....
- .....
8. Tel no. with STD code (O)..... (Fax)..... (R).....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify .....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number .....
- .....
- .....
16. Permanent Income Tax number, Income Tax circle .....



17. GST No. ....
18. EPF Registration No. ....
19. ESIC Registration No. ....
20. Labour licence No. ....
21. Registered under small scale industrial undertaking Yes/No
22. Registered under micro small and medium enterprises Yes/No
23. Set-up of your Organization  
 No. of Managerial Staff .....  
 No. of Supervisory Staff .....  
 No. of Muster Roll Staff available .....

24. Description of similar work of providing security services during the last three financial years in Government Departments. This shall cover the work of similar nature of not less than 90% of estimated cost for this work or two work in each year of not less than 75% of estimated cost for this work, along with a certificate from the agency where the job was carried out.

Description of Work / order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence upload (Yes/No)	Reason for termination of contract

**25. Declaration by the Bidder:**

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

Name and Signature of  
Authorized Signatory:

Date

**25. Details of submitted documents along with the technical bid**

1	Copy of PAN	Yes/No
2	Copy of GST	Yes/No
3	Registration certificate with ESI	Yes/No
4	Registration certificate with EPF	Yes/No
5	Copy of Labour License No.	Yes/No
6	Copies of last three years Balance Sheet	Yes/No
7	Copies of ITR for the last three years	Yes/No
8	Experience Certificates and Work orders	Yes/No
9	Copy of latest GST Return or copy of exemption letter, if any	Yes/No
10	Certificates of work experience & other details as required	Yes/No
11	Certificate of financial turnover of last three years from C.A	Yes/No
12	Filled in proforma towards Security Deposit as per Annexure-2	
13	Undertakings as per Annexure 4 & 5	Yes/No
14	Technical Bid as per Annexure 6	Yes/No
15	Financial Bid as per Annexure 7	Yes/No

**Note:**

Technical and Financial bids are to be submitted in separate envelopes clearly mentioning on each envelope **Technical bid** and **Financial bid** and both the envelopes to be placed in other bigger properly sealed envelope mentioning name of work.

**ANNEXURE- 7**

**FINANCIAL BID**

*(To be enclosed in a separate sealed envelope)*

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, Feroz Shah Road, New Delhi**

**Name of the Bidding Company/Firm/Agency: .....**

**Name of the person submitting the bid.....**

**Address & Tel No of the firm.....**

**E-mail id .....**

**(A) Service Charges (in percentage of monthly wage bill before GST):**

**(percentage in figures) .....**

**(percentage in words) .....**

Service charges are to be quoted in percentage of monthly wage bill before GST. These charges will include the following:

- Contractor's profit
- Expenses towards uniform including Cap, Belt, shoes and ID Card
- Expenses towards washing & maintenance of uniform
- Expenses towards visits of the field officer to ICSSR as per the terms of the contract
- Expenses towards material and equipment such as Frisking Equipment, Baton, Whistle, Torch, Umbrella etc.
- Any other expenses which are not listed above but may require for rendering security services to ICSSR as per the agreement (Please read the draft agreement).

**The Contractor is also required to submit a justification with the Financial Bid explaining its profit share and expected expenditure on each head explained above. Without the justification, the bid will summarily be rejected. Unrealistic justification may also lead to rejection of the bid.**

**(B) Wages & its related Payment:**

Based on bio-metric attendance, minimum wages, as notified by the Government of NCT of Delhi and applicable in Delhi from time to time, ESI and Employers contribution of EPF will be paid by the Contractor and reimbursed by the ICSSR to the Contractor after verification of documents, proof of disbursement of wages and required amount deposited with EPF and ESI Offices by the Contractor on monthly basis.

**(C) Payment of GST :** The GST, as applicable from time to time will be deposited by the Contractor with the relevant authorities and reimbursed by the ICSSR to the Contractor after submission of evidence thereof.

**Note :**

- 1) The service charge quoted above under "A" shall be inclusive of all liabilities of the Contractor mentioned elsewhere in the bid documents and including the Contractor's profit. Nothing extra shall be payable during the entire contract period.
- 2) The Contractor is required to quote only its service charges as per "A" above. The payment of items under "B" & "C" will be made by the Contractor as per applicable rates from time to time and reimbursed by the ICSSR.
- 3) Monthly bill will be processed only after receiving all required documents such as verified attendance sheet, salary bill, proof of transfer of wages, copies of submission of EPF, ESI and GST with the concerned authorities and any other document desired by ICSSR.
- 4) The strength of workmen given is only indicative, any increase/ decrease in the number of Workmen shall not entitle the agency for any increase in the quoted rate.
- 5) Any other clarification, if needed, may be obtained from the office of the Administrative Officer before submission of the bid.
- 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 etc.** Payment of "Absent from duty" cases shall be calculated on Pro-rata basis as per practice.
- 8) Deployment of workforce in the ICSSR shall be made in consultation with ICSSR. ICSSR reserves the right to ask the contractor to change any workforce of the contractor if not found satisfactory.
- 9) Contractor has to disburse wages through RTGS to its employees by 7<sup>th</sup> day of the following month and Salary slip should be provided to every employee for every month.
- 10) Bills/documents to be submitted on monthly basis to ICSSR latest by 21<sup>st</sup> of following month.

**Signature of the Bidder**

**Stamp of the firm**