TENDER FOR ENGAGEMENT OF DGR EMPANALLED SECURITY AGENCY FOR PROVIDING SECURITYSERVICES ON CONTRACTUAL BASIS

AT

ICMR–NATIONAL INSTITUTE OF RESEARCH IN TRIBAL HEALTH

Indian Council of Medical Research, New Delhi, Department of Health Research,
Ministry of Health and Family Welfare Government of India
Nagpur Road, Garha P.O., Jabalpur-482 003 (Madhya Pradesh)
MRHRU, Datia (MP) and MRHRU, Jheet, Patan, Durg, (CG)

TENDER No. NIRTH/DGR/Security Service/2023

Address

Director, ICMR–National Institute of Research in Tribal Health
Nagpur Road, Garha P.O., Jabalpur-482 003 (MP)
E-mail :director@nirth.res.in
Websites:www.nirth.res.inwww.icmr.nic.in

Name of the Tenderer _____

_____

_____

PART I – Technical BidTABLEOFCONTENTS

Sl. No	Particulars	PageNo
1	Tender Schedule	03
2	Notice Inviting Tender (NIT)– Limited Tender - **Part – A**	04
3	Scope of Work/Contract – **Part B**	05 - 06
4	Terms and Conditions of Contract – **Part C**	07 - 10
5	Rate/Quotation – **Part D**	11 - 12
6	Submission of Tender – **Part E**	13 - 14
7	Annexure-A (Bidder's Information)	15
8	Annexure-B (Details of Similar Works completed)	16
9	Annexure-C (Undertaking)	17
10	Annexure –D (Financial Bid)	18
11	Format–1 (Covering Letter)	19 - 20
15	Format–2 (Non-Blacklisted declaration)	21
16	Format–3 (Bid Securing Declaration)	22
17	Format -4 (Performance Bank Guarantee)	23 – 24
17	List of DGR Sponsored Agencies	25

ICMR–NATIONALINSTITUTEOFRESEARCH IN TRIBAL HEALTH
Jabalpur-482 003 (Madhya Pradesh)

TENDER SCHEDULE

Sl.No	Activity Description	Schedule
1	Tender No	TENDER No. NIRTH/DGR/Security Service/2023
2	Downloading of Tender Document	**04/10/2023** Tender document can be collected from ICMR-NIRTH office or downloaded from our website www.nirth.res.in
3	Time and last date of depositing tender/bid	**25.10.2023 UP TO 16:00 HRS**
S 4	Time and Date of Opening of Technical Bid	**26.10.2023**
5	Date and Time of Pre- Bid Meeting	---
6	Time and Date of Financial Bid	The financial bids will be opened after evaluation of technical bid, tentatively on 01/11/2023 onwards
7	Minimum validity of tender offer	180 days from the date of Opening of tender
8	Estimated cost of tender	₹.1,29,75,000/-
9	Amount of EMD to be deposited	NIL for DGR Sponsored Agencies
10	Duration of Contract	Contract period will be initially for **ONE YEAR** extendable up to maximum 2 years, if services found satisfactory.
11	Cost of Tender Document	NIL for DGR Sponsored Agencies

ICMR–NATIONAL INSTITUTE OF RESEARCH IN TRIBAL HEALTH

Nagpur Road, Garha P.O., Jabalpur-482 003

No. NIRTH/DGR/Security Service/2023 Date: 04/10/2023

PART-A

NOTICE INVITING TENDER(NIT)

To,
Sponsored Agencies of
Directorate General Resettlement (DGR),
Central Zone, Lucknow

Sub: Tender Enquiry for engagement of DGR Sponsored Security Agency at (i) ICMR –National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG).

Sir/Madam,

ICMR–NATIONAL INSTITUTE OF RESEARCH IN TRIBAL HEALTH is research organization functioning under the aegis of the Indian Council of Medical Research (ICMR), Department of Health Research, Ministry of Health & Family Welfare, Government of India, New Delhi. The Institute is having its campus at Nagpur Road, Garha P.O., Jabalpur - 482 003.

ICMR - NIRTH intends to invite Tender Enquiry to award annual contract for engagement of the DGR sponsored Agencies for providing Security Services as per the combined requirement of 25 guards (24 unarmed and 01 armed) as per roster given below:-

No.	Check points	Number of Security Guards required	Number of Guards per Shift		
			(6:00AM–2:00PM)	(2:00PM–10:00PM)	(10:00PM–6:00AM)
1	Main Gate	05	1	2	2
2	Main Lab building	05	1	1 (Unarmed) 1 (Armed 9AM-5.30PM)	2
3	Girls/Boys hostel	3	1	1	1
4	Guest House	3	1	1	1
5	Quarters	02	-	-	1 (Type-III, II&I quarters)
			-	-	1 (Type-IV, V& Animal House)
6	Parking stand	01	1 (9:00AM-5.30PM)		
7	MRHRU Datia, (MP)	03	1	1	1
8	MRHRU Jheet, Patan, Dist. Durg (CG)	03	1	1	1

Agencies are requested to submit detailed Bid in the prescribed format under Two Bid System in separate sealed covers i.e. Technical Bid and Financial Bid, duly super scribed with the Tender/Enquiry Number, Due Date, Time and Subject, so as to reach this Institute well before the due date and time.

NOTE: The Bids to be submitted after inspection of the campus and ascertaining the scope of work as per the details on reverse of this NIT.

Yours Sincerely,

Director ICMR- NIRTH
Nagpur Road, Garha P.O.,
Jabalpur-482 003

PART- B

SCOPE OF WORK/CONTRACT

PROVIDING ROUND THE CLOCK (24x7x365) SECURITY SERVICES FOR THE CAMPUS OF ICMR - NIRTH LOCATED AT NAGPUR ROAD, GARHA P.O., JABALPUR-482 003, MRHRU, BADONI, DISTRICT DATIA (M.P.) AND MRHRU, JHEET, PATAN, DISTRICT DURG (CHHATTISGARH).

The Agencies sponsored by the DGR will have to provide high standard of trained and experienced Security and Guards (With/Without Arm) **those who are 100% from Ex-Servicemen category,** as required from time to time during the contract period by ICMR - NIRTH, as required from time to time on the following terms & conditions:-

1) To provide round the clock (24 x 7 x 365) safety and security of all land, buildings, fittings, furniture, plants and machineries, moveable and immoveable properties at ICMR-NIRTH and MRHRU, Datia (MP) and Jheet, Patan, Durg, (CG).
2) Safety of plants, trees & shrubs, electric overhead installations, water pipelines, boundary walls etc. and any fresh additions/installations thereto in ICMR – NIRTH from time to time.
3) To verify identity and allow the employees of ICMR-NIRTH to perform them their official work/duty.
4) To ensure that no employee is permitted beyond duty hours, except with special written permission assigned by the appropriate authorities/designated Officers of the Institute. The Security Staff shall record the entry of employees attending work on holidays including the vehicles those are entering the campuses.
5) The Security Staff will inspect and monitor the vehicles entering and making exit from the campus. They shall ensure that nothing illegal or detrimental is done to the safety and security of the employees, as well as moveable and immoveable properties of the Institute and MRHRU, Datia (MP) and Jheet, Patan, Durg, (CG).
6) The Security Staff shall permit entry to visitors/vendors after confirming from the concerned department/officers of ICMR - NIRTH& issue Gate pass (es)/temporary ID card(s) for the Guests, only to perform official works. They will maintain separate register for this purpose and will provide to appropriate authority of the Institute as and when called for security reasons/verifications etc.
7) The Security Staff shall allow the entry & exit of any stores/materials only after verifying the appropriate Material Gate Pass/Delivery Challan etc. Before scrutiny of the Gate Pass/Delivery Challan, it will be compulsory for the Security Staff to physically verify and check the stores/materials.
8) In case of natural emergencies like flood, fire, earthquake etc., the Security Staff must be trained enough to evacuate the staff, moveable properties etc. and should initiate immediate action to inform the Police, Fire and other required departments as quickly as possible as part of their quick action plan.
9) The Security Staff shall ensure to watch the proper locking system of premises, common area etc. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, instrument, machineries etc. the responsibility shall be of the Security personnel and they will immediately report the same to the appropriate authority of the Institute. In the circumstances, after Institutional enquiry, it is found that the loss has occurred due to the negligence of the Security Staff on duty, ICMR-NIRTH will have full discretion/power to recover the loss in full or adjust from the dues or from the Performance Guarantee submitted by the Agency. The decision of the Director, ICMR-NIRTH in this regard will be final and binding on the Agency.
10) The Security Staff must be able to promptly answer queries of visitors or telephone calls and have communication skill of replying in courteous manner.
11) The Institute will conduct surprise check(s) at regular intervals by the authorized officer. During this surprise check, if a Security Staff is found negligent/sleeping/illegal activity/drunk or consumption of any interactive product on duty, the Agency will have to withdraw the staff immediately from the premises forthwith. This may even entail cancellation/termination of contract henceforth.
12) The Agency shall provide proper Uniforms, Identity Cards, Badges, Whistles, Lathi, Umbrellas, Raincoats, Torches and other necessary Gadgets etc. to the Security Personnel for proper Vigil.
13) The Agency shall ensure that all Security Personnel deployed at ICMR – NIRTH shall be in sound health, free from contagious disease, physically fit, well in shape, able to run, jump and grip. Apart from their respective C & A Report, the Agency shall submit the Medical Fitness Certificate to the Institute.

14) On days of National importance viz. 26th January, 15th August etc. the Security Personnel will carry all codal formalities of hoisting the National Flag as per the Rules and Protocols of hoisting the National Flag, Marching Parade, Guard of Honor, National Anthem etc. They are highly expected to wear washed Ironed Uniform, Polished Shoes, Barrett Cap etc. while executing the code of conduct of the ceremony. The Agency or its staff shall not be entitled for any type of honorarium or extra remuneration for these activities.
15) The Agency will be responsible for deputing the guards/supervisors as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the contract or to provide replacement for the same.
16) Any other security measures, as deemed fit, in case of security issues in the interest of the Institute.

Undertaking: I accept all the terms and conditions as mentioned above and should abide by them.

Full Signature of the Proprietor….....

Name of the Proprietor.....

Complete Address.....

Date.....

Seal of the Agency.....

PART-C

TERMSANDCONDITIONS

1) Contract period will be initially for **ONE YEAR** extendable up to maximum 2 years, if services found satisfactory; to provide Security Services at ICMR-NIRTH. The Institute reserves all rights to extend or reduce the period of contract at the discretion of the Director, ICMR-NIRTH.
2) **Successful agency/contractor have to enter into agreement with the Institute as per terms and conditions (Part-C) and to submit Bank Guarantee should be up to max. limit not exceeding 10% of one month's wage bill to the Institute which shall bear no interest**. The Performance Guarantee should be valid for a period of 14 months from the date of award of contract. The Bank Guarantee will be released to the agency/contractor on written request within a period of two months after completion and fulfillment of all the liabilities of the contract.
3) The DGR sponsored agencies having valid DGR sponsorship letter can participate and shall also be eligible for submission of the bids against tender invited for security services by the Principle Employer. **DGR sponsored ESM do not require minimum experience and minimum turnover.**
4) Institute reserves the rights to terminate the contract by giving one month's notice at any time on the ground of unsatisfactory services provided by the contractor/agency or any other ground detrimental in the interest of the Institute. The Institute will be the sole judge in these regards. Decision regarding whether the security service is effective / proper /timely maintaining etc. shall be with the Institute.
5) Agencies interested may visit the campus on any working day between **04/10/2023 TO 20/10/2023 from 15:00 Hrs. to 16:00 Hrs**. and quote their rates thereafter. The duly filled Tender should be accompanied by an undertaking that the agency/contractor has visited the campus and understood the scope/nature of work. No claim whatsoever shall be entertained regarding the ignorance about the site conditions on later date.
6) The Bids should be valid for a period of six months from the date of issue of Sponsorship letters to the ESMs by the DGR; to the Principal Employer.
7) The Director, ICMR – NIRTH does not bind to accept only the lowest quotation and reserves the right to accept or reject any Tender without assigning any reason thereof. Parallel contract may also be awarded to other Agency, as per the discretion of the competent authority.
8) Any dispute arising out of the terms of this contract on the interpretation of any clause herein shall be settled by mutual discussion between the Institute and the Agency/Contractor. The Director, ICMR – NIRTH will be the final authority in resolving such disputes and his decision will be binding on the agency.
9) The Agency/Contractor should possess the requisite Registration License of Shop Act/Establishment, PSARA License, CLRA License, ESI, EPF, GST, Professional Tax, TDS and other relevant license from State/Central Government departments as applicable from time to time. The Agency/Contractor will have to maintain registers/records as required under the provision of various acts and complete the formalities prescribed there under. Institute shall not be responsible in any way for any breach of these rules and regulations by the Agency/Contractor.
10) Any payment due to the workmen employed by the Contractor shall be the sole responsibility of the Contractor. If penalized for non-compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the Principal Employer.

11) The Contractor shall fully indemnify the Principal Employer against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/Acts in relation to the Contract.
12) The Contractor shall also ensure that no workmen below the age of eighteen (18) years are employed by him for the abovementioned jobs**. However, the upper age limit of a Security Guard shall be 65 years in consonance with PSARA Act-2005.**
13) The Contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Principal Employer.
14) The contractor will deposit the GST with concerned authority as applicable and submit the documentary proof of same to the Principal Employer from time to time.
15) The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances, he shall allow to forward such grievances to any of the authority of the Principal Employer.
16) The Contractor shall ensure that the payment of wages to the workmen employed by him shall be made only by ECS/other modes of electronic funds transfer like NEFT/RTGS/IMPS etc. The Contractor, along with its monthly bill shall provide the copies of the Bank Statements for having transferred the amount to each individual as proof of payment.
17) Attendance muster cum wage register maintained of personnel deployed should be duly signed with In-Out Timings by the individual employees and countersigned by the representative of the Agency/Contractor and ICMR-NIRTH.
18) All employees have to be paid wages, special allowance at rates, not lesser than the minimum rates prescribed by the Government/DGR under relevant rules from time to time. All the statutory payments and wages as per prevalent applicable Minimum Wages Act to its employees shall be the responsibility of the Agency/Contractor and the Institute shall not be responsible for any lapse on the part of the Agency/Contractor in this regard.
19) All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the Country, shall be that of the contractor.
20) The contractor shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments from time to time:-

    i) The Contract Labour (Regulation and Abolition) Act,1970
    ii) The Contract Labour (Regulation and Abolition) CentralRules,1971
    iii) The MinimumWagesAct,1948
    iv) The Payment of Wages Act, 1936
    v) The Workmen's Compensation Act,1923
    vi) The Employees' Provident Funds and Misc. Provision Act,1952
    vii) The ESIC Act,1948
    viii) The Payment of Bonus Act,1965
    ix) The Payment of Gratuity Act,1976
    x) The GST Act
    xi) The Income Tax Act
    xii) The Industrial Disputes Act
    xiii) The Equal Remuneration Act
    xiv) Other Statutory Directions as revised from time to time.

21) The Contractor shall abide by the provisions of the other Rules and Regulations of Government issued from time to time to this effect.
22) All the employees shall be covered by EPF & ESI as per their eligibility under EPF &ESI Act and appropriate deductions may be made from the salary/wages as per the provision of the payment of Wages Act.
23) None of the employees of the Agency/Contractor will have any right on facilities offered by the Institute to its staff.
24) In case of loss of any property of the ICMR - NIRTH, due to the theft/negligence of the Agency/Contractor during the contract period, the cost of properties shall be borne by the Agency/Contractor and such loss of property shall be recovered from the monthly bills or security deposit of the Agency/Contractor.
25) A Clientele List with their Names, Address and Telephone Numbers where the Agency/Contractor is presently rendering its services/had rendered its services along with the Performance Certificate issued by such establishments must be enclosed with the Bid.
26) The employees engaged by the Agency/Contractor should observe the discipline and office decorum during their course of employment at ICMR-NIRTH.
27) Absence or deploying less or fewer personnel shall be liable for penal recovery from the monthly bills.
28) Agency/Contractor should supply reliable person after thoroughly checking their personal identity with police verification of each person employed. The credential of the employed contractual staff will be checked by ICMR- NIRTH authorities. One set of verified documents must be provided for records.
29) The appropriate payment of wages and other benefits like EPF, ESI etc., to the employees of the Agency/Contractor shall be the EXCLUSIVE RESPONSIBILITY OF THE AGENCY and persons so employed by the Agency/Contractor shall have NO CLAIM whatsoever on the Institute.
30) The Agency/Contractor should issue proper Identity Cards to their employees, strictly instruct them to wear during working hours and make available for inspection at anytime.
31) All personnel employed by the Agency/Contractor shall be medically fit during the course of employment at ICMR-NIRTH.
32) The Agency/Contractor shall supply good quality uniforms to their employees and strictly instruct to wear during working hours. Any employee found improperly dressed will be treated as absent and agency shall bind to provide immediate replacement in such cases.
33) Institute will not accept any claim in the event of any of the Agency's/Contractor's employees sustaining any injury, damages or loss of a life of a person either inside or outside of the institute’s premises.
34) The Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 there under and the Central/State Rules as modified from time to time are applicable to this Contract. The Agency/Contractor shall also indemnify Principal Employer from and against any claims under the aforesaid Acts and the Rules.
35) The Principal Employer shall have the right to check the implementation of Labour welfare laws and rules made thereafter.
36) All the workers employed by contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from the Principal Employer in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall be entirely the dispute between them only. The Principal Employer shall not in any manner be a party to it. The contractor will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.
37) The Contractor whose Bid is accepted shall obtain a valid Labour License under the Contract Labour (Regulation & Abolition) Act,1970 and the Contract Labour (Regulation &Abolition) Central Rules, 1971 before the commencement of the work and continue to have a valid License

until the completion of the contract.

38) In case, the workers engaged by the Agency/Contractor have any grievances, the same should be resolved by the Agency/Contractor without creating any disturbance in the Institute. On expiry of the contract, the Agency/Contractor shall undertake the responsibility to leave the premises in peace with all the workers without creating any disturbances to the Institute. The Agency/Contractor will be solely responsible if the employees misbehave or create problems to the Institute; such employees may be removed from their duties immediately and the Agency/Contractor shall provide replacement.
39) The Institute has a right to modify any conditions as and when required with the mutual understanding with the Agency/Contractor.
40) The Proprietor shall visit the Institute at least twice in a month to ensure proper supervision and smooth functioning of the Agency.
41) The contractor shall not be allowed to sub-contract any part of the contract.
42) **The conditional Bids shall not be accepted.**
43) In case of any ambiguity/dispute in the interpretation of any of the clauses/terms and condition, Director, ICMR – NIRTH's interpretation of the clauses/terms and conditions shall be final and binding on all the parties. The jurisdiction of arbitration shall be Jabalpur, MP.
44) The Agency/Contractor should have a regular local office in the state of Madhya Pradesh. A duly certified copy of the valid proof should be attached with the Bid.
45) The Antecedents of ESM being employed should be ascertained by the Proprietor. The Police verification of all the employees should be done by the Proprietor. The Proprietors are directly responsible for the action of his employees wherever employed.
46) **No dealing through the representatives on Power of Attorney are permitted. Similarly, no authorization for any purpose shall be accepted. Each page of the Bid/Tender Document should be signed by the Proprietor ONLY**.
47) The Agency/Contractor will display a **List of Employees** deployed by the Security Agency/Contractor as Security Guards and a copy of the **Latest DGR Wage Notification** at an appropriate place at ICMR - NIRTH giving out the details of the employees engaged through the Agency.
48) The Agreement between the Agency/Contractor shall not exceed a maximum of two years of duration.
49) The contract will be awarded to the L-1Agency/Contractor subject to the fulfillment of the Technical criteria. As all the rates are prefixed as per the DGR Wage Notification, Bidding will be purely based on the "Service Charge" quoted by the Agency/Contractor. In the eventuality of all the DGR sponsored Agencies quoting the same rates, the award will be contracted to the senior most sponsored Agency, fulfilling all the eligibility criteria mentioned in Technical Bid.
50) The Proprietor will present himself in person for all dealings with the ICMR - NIRTH as and when directed. No dealing through the representatives even on power of Attorney any other letter or documents of authorization is permitted.

Undertaking: I accept all the terms and conditions as mentioned above and should abide by them.

Full Signature of the Proprietor.....

Name of the Proprietor.....

Complete Address.....

Date.....

Seal of the Agency.....

PART-D

RATES/QUOTATION

1) The Agency/Contractor has to claim the GST as revised by the Government from time to time.
2) The Agency/Contractor shall not be entitled to any additional payment during the period of contract except revised special allowance/variable dearness allowance/basic pay etc. depending on the appropriate government orders from time to time, with the permission of the competent authority.
3) The successful Agency/Contractor has to enter in to an agreement (FORMAT – 4) with the Institute as per the detailed terms and conditions and to deposit a Performance Bank Guarantee (PBG) (FORMAT up to a maximum limit not exceeding 10% of one month's wage bill to the Institute, which shall bear no interest. The performance guarantee should be valid for a period of 14 months from date of award of contract. The Bank Guarantee will be released to the Agency/Contractor on written request within a period of two months after completion and fulfilling of all the liabilities of the contract.
4) **The Agency/Contractor will not quote the wage rates below the rates as given in respective DGR Wage Notifications at any of the stages of selection procedure to the ICMR-NIRTH.**
5) **The Service charges once quoted shall remain the same during the tenure of the Agency/Contractor at ICMR-NIRTH.**
6) The Agency/Contractor can submit bills once in a month by 1st day of every month and payment will be done only by ECS/other modes of electronic fund transfer like NEFT, RTGS, IMPS etc. within thirty days after receipt of bill along with copy of ESI &EPF deposit list of previous month. TDS will be deducted as per prescribed rate every month. The Agency/Contractor should make payment to its workers on or before 7th day of every month. The Agency/Contractor should pass on all the benefits offered by the Institute to the contractual staff and mandatorily make the payments to the staff through electronic bank transfer only and issue monthly pay slips separately. Documentary proof of their payments should be attached to the bills.
7) **The criteria for short-listing of the Agency/Contractor will be exclusive of GST.**
8) The Agency/Contractor shall conform to the provisions of various Central/State Act(s) and the Regulations on the subject as well as terms and conditions of the contract. The Agency/Contractor will be liable for the deduction of TDS @ 2% (current rate) on the total bill and TDS @2% on GST, as per the provision of the Income Tax Act or as applicable from time to time. Apart from this, the Agency/Contractor shall also pay GST on the gross bill, if applicable, at the rates as applicable from time to time. The Agency/Contractor will submit a copy of the receipt to the office of the Director ICMR -NIRTH.
9) All Bids must be sealed and super-scribed on the cover along with attested valid copies of their DGR Sponsorship Letter, DGR Empanelment Certificate, PSARA License, Labour License, Shop Act/Establishment Certificate, EPF, ESI, GST Registration Certificate, Professional Tax Enrolment Certificates, Non-Black Listing certificate, Agency & Proprietor PAN Card, Three years' latest IT Return/Clearance Certificate, Present Client List along with satisfactory experience certificate, profile of the Agency/Contractor and an Undertaking regarding acceptance of all the Terms and Conditions. The above said documents are mandatory failing which Agency/Contractor shall be treated as disqualified.

10) Offers made on conditions like "subject to execution" or "taxes as applicable" or such other vague conditions are likely to be ignored. Hence, specific mention of conditions in the Tender document must be ensured.
11) The Agency/Contractor shall abide by all the terms & conditions of ICMR - NIRTH. No other terms & conditions of the Agency/Contractor are binding on ICMR-NIRTH, Jabalpur.

Undertaking: I accept all the terms and conditions as mentioned above and should abide by them.

Full Signature of the Proprietor.....

Name of the Proprietor.....

Complete Address.....

Date.....

Seal of the Agency.....

PART-E

SUBMISSION OF TENDER

The expression "Tender Notice" referred to in the Tender Document shall be deemed to include any Notice/Letter inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

The Bids should be submitted in two separate sealed envelopes along with all concerned documents and super-scribing the following:

1. **ENVELOPE-I(TECHNICALBID):**

Name of the work	Tender Enquiry for engagement of DGR Sponsored Security Agency at (i) ICMR – National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG**).**
Tender Ref No.	TENDER No. NIRTH/DGR/Security Service/2023
Due date	
Addressed to	Director, ICMR-NIRTH, Nagpur Road, Garha P.O., Jabalpur-482 003
From	Name & Address of the Tenderer

The Envelope-I (Technical Bid) should contain the following documents:-

a) Copy of the duly attested ESM card and PPO of the Proprietor (by a Gazetted Govt./Group 'A' officer)
b) Copy of the valid DGR Sponsorship Letter.
c) Copy of the valid DGR Empanelment Certificate (with photograph and signature of Proprietor/Director)
d) PSARA License for the state of Madhya Pradesh for operation of the security agency.
e) Shop Act License/Establishment Certificate.
f) Copy of valid Labour Contract License issued by the Competent Authority.
g) Copy of PAN card (Agency & Proprietor).
h) Copy of valid GST Registration Certificate.
i) Copy of valid EPFO registration with code number.
j) Copy of valid ESIC registration with code number.
k) Copy of valid Professional Tax Enrollment Certificate.
l) Copy of latest three years Income Tax Return/Clearance Certificate.
m) Copy of Work Orders/ Experience Certificate from the clients regarding the similar services rendered as described in the qualifying criteria.
n) Partnership Deed in case of partnership firm.
o) Memorandum & Articles of Association in case of limited Company.
p) An undertaking that the Agency/ Contractor has visited the campus and understood the scope/nature of work.
q) A Clientele List with their Names, Address and Telephone Numbers where the Agency/Contractor is presently rendering its services/had rendered its services along with the Performance Certificate issued by such establishments.
r) The Agency/Contractor should have a regular local office in the Jabalpur/MP. A duly certified copy of the valid proof should be attached with the Bid.
s) Non Black Listing Certificate.
t) Profile of the Agency/Contractor.
u) Undertaking regarding acceptance of all the terms and conditions of the tender document.
v) In case of Limited Company, the authority to sign the tender is to be given under Board resolution.

w) Details as required in FORMAT–A
x) Details as required in FORMAT–B
y) Undertaking as required in FORMAT–C
z) **The entire tender documents except the Financial Bid with each page duly signed and stamped by the Proprietor himself/herself**.
aa) Others. (Please specify)

NOTE

1. *All the photocopies of the documents enclosed with the Technical Bid in support of qualifying criteria should be signed by the* ***Proprietor himself/herself. The tenders signed by any Authorized Person, on behalf of the Proprietor shall not be entertained.***
2. *The Technical Bid (Envelope - I) should not contain any financial information related to rates of items etc. The Financial Bid must be submitted in a separate sealed envelope (i.e .Envelope-II).*

2. ENVELOPE-II (FINANCIALBID):

Name of the work	Tender Enquiry for engagement of DGR Sponsored Security Agency at (i) ICMR – National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG**).**
Tender Ref No.	TENDER No. NIRTH/DGR/Security Service/2023
Due date	
Addressed to	Director, ICMR-NIRTH, Nagpur Road, Garha P.O., Jabalpur-482 003
From	Name & Address of the Tenderer

The Envelope-II shall contain the Financial Bid portion of the tender in prescribed format **(Annexure-D).** It is to be noted that Envelope-II shall contain **only PRICES and no conditions** i.e. deviations / assumptions / stipulations /clarifications/comments/any other request whatsoever. **Any conditional offer will be rejected.**

Both the sealed envelope i.e. Envelope-I and Envelope-II shall be put in another third envelope and sealed properly super scribed with "Tender for Annual Contract for Providing Security Services at ICMR-NIRTH, JABALPUR.

ANNEXURE-A

BIDDER'S INFORMATION

SI.No.	Particulars	Remarks
1.	Name of the Tendering Company/Firm	
2.	Name of Proprietor/Partners/Directors	
3.	Address of Office/Offices located in Jabalpur/MP with full particulars of Office including Telephone No., Fax No.& Email	
4.	Registration Details	
4(a)	EPFO Registration Number	
4(b)	ESIC Registration Number	
4(c)	PAN Number	
4(d)	GST Registration Number	
4(e)	DGR Empanelment Number with Validity	
5.	Whether latest three years' Income Tax Return has been enclosed.	YES/NO
6.	Whether the copies of EPF, ESIC, PAN and GST Registration Certificates have been Enclosed	YES/NO
7.	Whether the Statement of Experience in the similar field as per Annexure-B has been enclosed	YES/NO
8.	Whether the Undertaking as per Annexure-C has been enclosed.	YES/NO
9.	Whether valid copy of DGR Empanelment has been enclosed.	YES/NO
10.	Whether the DGR Sponsorship Letter has been Enclosed	YES/NO
11.	Whether copy of PASARA License of Jabalpur/MP for operation of the security services has been enclosed.	YES/NO
12.	Whether the Shop Act License has been Enclosed	YES/NO
13.	Whether all the documents as mentioned in Para -1(a)to(z)of the Part - E(Submission of Tender) have been enclosed	YES/NO

Full Signature of the Proprietor.....

Name of the Proprietor.....

Complete Address.....

Date.....

Seal of the Agency.....

ANNEXURE-B

FORMAT FOR SUBMITTING THE DETAILS OF SIMILAR WORKS COMPLETED

(This should be printed on the Letter Head of the Agency/Contractor)

SI. No	Description of work	Postal address of client with contact	Contract Value (In₹)	Completed Value (In₹)	Starting Date	Completion Date

NOTE:

Please enclose the copies of the relevant Work Orders/Experience Certificates for the details furnished above.

Full Signature of the Proprietor.....

Name of the Proprietor.....

Complete Address.....

Date.....

Seal of the Agency.....

ANNEXURE-C

UNDERTAKING

(This should be printed on the Letter Head of the Agency/Contractor)

I/we declare that I/we had/have not been a defaulter to any Govt. organization/PSU since last two years from the date of issue of this tender No. NIRTH/DGR/Security Service/2023

1. Due to non-compliance of orders or otherwise.
2. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
3. I/we have apprised myself/ourselves fully about the job to be done during the tenure of period of agreement and also acknowledge bearing the consequences of non performance or deficiencies in services on my/our part.
4. I/we have gone through the Terms and Conditions of the tender documents and the same are acceptable to us/me. I/we know that the Liveries/Uniforms of good quality are to be provided by us/me at our/my cost to all the staff engaged in this contract. I have given the price bid/quotation after visiting/confirming the nature of work in (i) ICMR –National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG**).**

Full Signature of the Proprietor.....

Name of the Proprietor.....

Complete Address.....

Date.....

Seal of the Agency.....

ANNEXURE-D

FINANCIAL BID

Name of work:-Tender for engagement of agency on contract basis for "Security Staff" services at (i) ICMR –National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG**)** as per the latest DGR wage structure.

S.N.	Particulars	Security Guards (without arms)	Amount (In Rs.)	Remarks
I	**Mandatory payments as per Govt. norms**			
a	Basic Wages(BW)			
b	Variable Dearness Allowance(VDA)			
A	**Sub Total**			
II	**Mandatory allowances as per Govt. norms**			
a	Employees Provident Fund(12% of BW+VDA)			
b	Employees Deposit Linked Insurance(EDLI) (0.5%ofBW+VDA)			
c	Administrative Charges (EPF&EDLI)(0.5% of BW+VDA)			
d	Employees State Insurance/Medical Allowance(3.25% of BW+VDA)			
e	House Rent Allowance(HRA) (24%ofBW+VDAorRs.5400/- whichever is higher)			
f	ESI on HRA(3.25%ofHRA)			
g	Bonus (As per Bonus Act, 8.33% of INR 7000 or the minimum wage or the scheduled employment, as fixed by the appropriate Govt., whichever is higher)			
h	Uniform Outfit Allowance(5% of BW+VDA)			
i	Uniform Washing Allowance(3% of BW+VDA)			
B	**Sub Total**			
C	Relieving charges($1/6^{th}$ of A+B)			
D	**Total Cost Per Head (A+B+C)**			
E	Required Quantity			
F	**Total (DxE)**			
G	**Total Cost Per Day**			
H	Service Charges(@10%(of serial G)			
I	Total (G+H) (Excluding GST)			
J	GST@18% of Sum Total			
K	**Grand Total (I+J)**			

NOTE:-

- *Rate of allowances will be payable as admissible by law and as per DGR guidelines from time to time.*
- *Percentage of allowances mentioned above:-This is to be read with latest rules / acts /regulations & policies promulgated by Government.*
- *Service charges shall be competitive / reasonable and shall not be abnormally low or high. The Service charges shall be filled up in percentage and amount both. Payment shall be made to the agency on the basis of rates in price bid quoted by the firm. The tender with service charges less than the TDS value shall not be entertained and consider for further bidding process. Tenders with service charges beyond the limits of DGR guidelines shall not be considered.*
- *Bonus is mandatory as per payment of Bonus Act,1965 (as amended).*
- *The rate quoted for service tax /other mandatory tax shall be filled up as applicable as per rule.*
- *If there is a difference of amount in words and numerical numbers, the lesser one will be considered*.

Signature, Date and Seal of the Agency/Contractor

FORMAT-1

Covering Letter

Date:----------

Reference No:_____

From:[Insert name and address of Bidding Company]

Tel#:

Fax#:

Email address#

To,

The Director,
ICMR –National Institute of Research in Tribal Health,
Nagpur Road, Garha P.O., Jabalpur-482

Sub: Response to Notice Inviting _____ dated _____ for Engagement of DGR sponsorship Security Agency at (i) ICMR –National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG**).**

Dear Sir,

I/We, the undersigned [**insert name of the Bidder**] having read, examined, and understood in detail the notice hereby submit response to tender document. I/We confirm I/we have not submitted more than one response. I/We are submitting the Bid at ICMR– National Institute of Research in Tribal Health, Jabalpur.

1. I/We give our unconditional acceptance to the Notice Inviting Tender dated……issued by ICMR– National Institute of Research in Tribal Health, Jabalpur and the same have been initiated by us and enclosed with the Bid.
2. I/We have enclosed Bid Security Declaration
3. I/We have submitted our Bid strictly as per formats for Bid submission of this Bid document, without any deviation, condition and without mentioning any assumptions or notes in the said formats.
4. We are hereby submitting our Proposal, which includes Compliance to Eligibility Criteria, Technical bid and Financial/Commercial Bid.
5. I/We hereby unconditionally agree and accept that the decision made by ICMR– National Institute of Research in Tribal Health, Jabalpur in respect of any matter regarding or arising out of the Notice Inviting Bid shall be binding on me/us. I/We hereby expressly waive and withdraw any and all claims in respect of this process.
6. I/We are enclosing herewith our response to the tender document with formats duly signed as desired in the tender document for your consideration.
7. It is confirmed that our response to the tender document is consistent with all the requirements of submission as stated in the tender document and subsequent communications from ICMR-NIRTH.
8. The information submitted in our response to the tender document is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our response to the tender document.
9. I/We hereby declare that our company has not been debarred/ black listed by any Central/State Govt. Ministry or Department/Public Sector company/ Government autonomous body.

10. I/We confirm that all the terms and conditions of our Bid are valid up to [insert date in dd/mm/yyyy] for acceptance (i.e. period of One hundred and eighty (180) days from the date of opening of bids).

    Contact Person: (Details of the representative to be contacted by ICMR–NIRTH are furnished as under:

    Name: Designation: Company: Address: Phone Nos: Mobile: Fax Nos: Email address:

11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge, is materially inaccurate or misleading. Further, all the confirmation, declaration and representation made in our Bid are true and accurate. In case this is found to be incorrect after our selection as successful bidder, we agree that the same would be treated as a Seller's event to default.

Dated the day of, 20…

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Format 2

Declaration that the Company has not been blacklisted in last three years

(To be submitted on the Letter Head of the responding Security Agency)

{Place}
{Date}

To,

The Director,
ICMR –National Institute of Research in Tribal Health,
Nagpur Road, Garha P.O., Jabalpur-482110

Ref: No:---------- dated----------

Sub: Self Declaration of not been blacklisted in response to the Tender for Engagement of DGR Security Agency at (i) ICMR –National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG**).**

Dear Sir,

We confirm that our company, M/s._____,is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Further it is confirmed that there is no legal in capacity that will bar the Bidder from entering into a Contract or Agreement or to undertake the specified Scope of Work.

Place:
Date:

Bidder's Company Seal:

Authorized Signatory's Signature:
Authorized Signatory's Name and Designation:

FORMAT - 3

BID SECURING DECLARATION

(To be given by Bidders in Company letter head by Authorized Signatory)

Date: [insert date (as dd/mm/yyyy)]

Notice Inviting Tender No.: [insert number]

To

The Director,
ICMR –National Institute of Research in Tribal Health,
Nagpur Road, Garha P.O., Jabalpur-482110

We, the undersigned, declare that:

We hereby agree that, our firm will be disqualified from bidding in any contract with ICMR-NIRTH, Jabalpur, for a period of One Year starting from the date that we receive a notification from ICMR-NIRTH, under the bid conditions, which are as follows:

Have withdrawn/modified/amended, impairs, or derogates from the tender conditions during the period of bid validity specified in the tender document; or

Having been notified of the acceptance of our Bid by ICMR-NIRTH, Jabalpur, during the period of bid validity,

Fail or refuse to execute the Contract Form, if required,

Fail or refuse to furnish the performance security, in accordance with the tender terms and Conditions mentioned in the tender document, have breached a provision of the Code of Integrity specified in the tender document;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of our receipt of your notification to us of the name of the successful Bidder; or thirty days after the expiration of our Bid.

Signature: [insert signature of person whose name and capacity are shown]

In the capacity of: [insert legal capacity of person signing the Bid-Securing Declaration]
Name:

Insert complete name of person signing the Bid-Securing Declaration] Duly authorized to sign the bid for and on behalf of:

[insert complete name of Bidder] Dated on day of[insert date of signing]Corporate Seal

FORMAT - 4

PERFORMANCE BANK GUARANTEE

(On Rs 200/- non-judicial stamp paper)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for *"(i) ICMR –National Institute of Research in Tribal Health, - Nagpur Road, Garha P.O., Jabalpur-482 003; (ii) MRHRU, Datia (MP) and (iii) MRHRU, Jheet, Patan, Durg, (CG)***."** In response to the Bid dated……issued by ICMR-National Institute of Research in Tribal Health (herein after referred to as ICMR-NIRTH) and ICMR-NIRTH considering such response to the Bid of ……[insert the name of the selected Successful Bidder](which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No……..to ……(Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s……. ,.

As per the terms of the tender, the [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ICMR-NIRTH at [Insert Name of the Place from the address of ICMR-NIRTH forthwith on demand in writing from ICMR-NIRTH or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees-----[Total Value]only, on behalf of M/s [Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs ---------- (Rupees_____ only).

Our Guarantee shall remain in force until…….ICMR-NIRTH shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that ICMR-NIRTH shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ICMR-NIRTH, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to ICMR-NIRTH.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require ICMR-NIRTH to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ICMR-NIRTH in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jabalpur, MP shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ICMR-NIRTH shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder, to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected successful bidder or to enforce any security held by ICMR-NIRTH or to exercise, levy or enforce any distress, diligence or other process against the selected successful bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until…….

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ICMR-NIRTH serves upon us a written claim or demand.

Signature

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address. Dated _____this day of, _____2023
Witness:

…… Signature

Name and Address

…… Signature

Name and Address Note:

The Performance Bank Guarantee shall be executed by any of the commercial Bank in India.

LIST OF DGR SPONSORED AGENCIES

1) Col. Bhupinder Singh Shahi
   M/s 6543 Bhupinder Singh Shahi SA
   Shop No 01, Near Dr. Pankaj Clinic
   Subedar Colony, Teelajamal Pura
   Bhopal (MP) – 462001

2) Wg Cdr Nishith Kumar Verma
   M/s 7231 Nishith Kumar Verma SA
   Shop No. 01, Plot No. 198, Preet Nagar Colony
   Near Krishi Upaj Mandi
   Bhopal (MP – 462010

3) Col. Prashant S Nikam
   M/s 8603 Prashant S Nikam SA
   Office No. 03, Second Floor, Plot No. 198
   Preet Nagar Colony, Near Karond Mandi
   Bhopal (MP – 462010

4) Capt (IN) Raman Arora
   M/s 8092 Raman Arora SA
   Office No. 02, E-56 Mig Colony Bihind Lig
   Gurudwara, Vijay Nagar,
   Indore (MP) - 452010