



**icmr**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH

**NCDIR**  
NATIONAL CENTRE FOR DISEASE  
INFORMATICS AND RESEARCH



**NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH**  
(Indian Council of Medical Research)

Department of Health Research, Ministry of Health and Family Welfare, Government of India,  
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H-7, B. B. Road, Kannamangala Post,  
Bengaluru-562 110 (India)

(Visit us at [www.ncdirindia.org](http://www.ncdirindia.org) )

Tender No. **NCDIR/ICMR/327/Security/2020-21**

**TENDER FOR**  
**SECURITY WATCH AND WARD SERVICES**  
**AT NIRMAL BHAWAN ICMR COMPLEX, BENGALURU**

Name of the tenderer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cost of Tender Document – Rs. 1500/-**



**PART I – Technical Bid**

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## Tender Notice

**Tender No. NCDIR/ICMR/327/Security/2020-21**

**Date: 02.12.2020**

**Subject: Tender for Security Watch and Ward Engagement Services at Nirmal Bhawan, ICMR Complex, Bengaluru**

Sir/Madam,

The ICMR-NCDIR, Bengaluru intends outsource Security Services. Agencies at Nirmal Bhawan, ICMR Complex, Poojanahalli Road, Bengaluru and agencies of reputed are requested to submit the tender in the prescribed format under **“Two Bid Systems in separate sealed covers i.e. Part –I Technical Bid Part-II Commercial Bid.”** Both these sealed covers should be kept in a bigger cover which should also be sealed & duly superscribed as **“TENDER FOR SECURITY WATCH AND WARD SERVICES at Nirmal Bhawan, ICMR Complex, BENGALURU”**. The sealed tender document must be dropped in the tender box kept at Administration Department so as to reach this ICMR-NCDIR well before the due date and time.

Tender may be submitted after inspection of the site any time between **09:00 to 16:00 hrs** on any working days. Additional charges whatsoever shall not be payable by ICMR-NCDIR, Bengaluru for non-awareness of the site conditions and constraints.

| Sl. No | Particulars and Description   | Approximate Manpower Requirement   | Remarks                 |
|--------|---|--|-------------------------|
| 1.     | Annual Contractual Services for Skilled and Highly Skilled Security Guards at Nirmal Bhawan, ICMR, Complex, Bengaluru<br><br><b>Note:</b> Terms and Conditions are Illustrated in enclosed Sheet. | 16 Nos.*<br>(This may vary)<br>*including ex-services personnel as may be required by ICMR-NCDIR | For Three Shift Duties. |

Yours faithfully,

**Administrative Officer**



**NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH  
(Indian Council of Medical Research), Bengaluru**

**TENDER NOTICE**

**Sealed tenders are invited under two bid systems for Security Watch and Ward services at National Centre for Disease Informatics and Research (ICMR) Bengaluru.**

| <b>SCHEDULE</b> |   |  |
|-----------------|---|--|
| <b>S.No.</b>    | <b>Activity Description</b>                   | <b>Schedule</b>  |
| <b>1.</b>       | Tender No                                     | No. NCDIR/ICMR/Security /2020-21.  |
| <b>2.</b>       | Sale or downloading of Tender Document        | 02 <sup>nd</sup> December 2020 to 28 December 2020<br>Tender document can be collected from ICMR-NCDIR office or downloaded from our website <a href="http://www.ncdirindia.org">www.ncdirindia.org</a>  |
| <b>3.</b>       | Time and last date of depositing Tender / Bid | 29 <sup>th</sup> December 2020 up to 2:00 PM   |
| <b>4.</b>       | Time and Date of Opening of Technical Bid     | 29 <sup>th</sup> December 2020 at 2:00 PM  |
| <b>5.</b>       | Time and Date of Opening of Financial Bid     | The Financial bids will be opened after evaluation of technical bid, which will be announced later.  |
| <b>6.</b>       | Minimum Validity of tender Offer              | 180 days from the date of Opening of tender.   |
| <b>7.</b>       | Estimated cost of tender                      | Rs.75,00,000/-   |
| <b>8.</b>       | Amount of EMD to be Deposited                 | Rs.1,87,500/-*   |
| <b>9.</b>       | Duration of contract                          | In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the Agency, the contract may be renewed at the discretion of ICMR-NCDIR on year to year basis for a maximum period of three years, including the trial period. |
| <b>10.</b>      | Cost of Tender Document                       | Rs. 500/-*   |

\*Micro & Small Enterprises registered under Single point registration scheme of NSIC are exempted from payment of EMD and Tender Cost.

**DIRECTOR  
ICMR-NCDIR**



## BID FORWARDING LETTER

To

The Director,  
National ICMR-NCDIR for Disease Informatics and Research  
(Indian Council of Medical Research)  
Department of Health Research, Ministry of Health and Family Welfare  
Government of India, Nirmal Bhawan-ICMR Complex (II Floor),  
Poojanahalli, N.H-7, B. B. Road, Kannamangala Post, Bengaluru-562 110 (India)

Dear Sir,

1. Having read and understood the conditions of contract and services to be provided, including addenda Nos..... (if any), the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide Security services in conformity with the conditions of the contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and the agreement will be binding on us.
3. If our Bid is accepted, we shall furnish all required Security Deposit by way of a Banker's Cheque/ Demand Draft from a Nationalized Bank or we shall obtain Bank Guarantee from Nationalized Bank for an equivalent amount for due performance after contract as may be agreed upon.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive in response to this Tender Notice.

Dated this .....day of ..... 2020.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address .....

Signature



### Section-I

## **ELIGIBILITY CRITERIA & TERMS AND COONDITIONS OF CONTRACT**

This Invitation for tenders is open to the registered agencies having experience in **Security Watch and Ward Services** for a maximum period of **three years**, executed with Central/ State Govt. Departments/ Govt. Bodies/ Undertaking funded by Govt., on contract basis on payment of **monthly lump sum composite charges for number of security personnel to be deployed in conformity with wages prescribed by the Central Labour Commissioner separately indicating (a) GST component as applicable and (b) Service Charges of the agency. The tenderer should fulfil the following eligibility criteria: -**

1. The tendering agency is expected to examine all instructions, forms, terms and conditions, and specifications in the document. Failure to furnish information required in the document or submission of a tender not substantially responsive to the document in every respect will result in rejection of the tender.
2. Earnest Money Deposit (EMD) amount **Rs.1,87,500/- (Rupees one lakh eighty-seven thousand five hundred only)** and **Tender Fee (Non-refundable) amount Rs.1,500/- (Rupees one thousand five Hundred only)** should be submitted in separate envelopes in the form of two separate **Demand Drafts** drawn in favor of **The Director, ICMR-NCDIR** payable at Bengaluru. Tender/ Bid submitted without the EMD & Tender fee would be summarily rejected. Micro & Small Enterprises registered under Single point registration scheme of **NSIC** are exempted from payment of EMD and Tender Cost. Copy of such registration certificate may be attached.
3. The Tender Document submitted by the tenderer shall include the following:
  - a) Valid License under Contact Labour (Regulation & Abolition) Act, 1970 (Central Labour). Copy of registration with the Labour Commissioner having jurisdiction over the territory in which service are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such registration, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted and is not required to obtain any such registration or approval or order from the Labour Commissioner.
  - b) Copy of valid EPF and ESIC registration particulars
  - c) Performa Agreement
  - d) GST Registration Certificate.
  - e) Income Tax returns particulars for the previous three financial years.
  - f) A copy of PAN Card.
  - g) Minimum 03 (three) years of experience in executing similar kind of security, watch & ward related jobs in Central Government/ Central Autonomous Bodies/ State Govt/ Central Public Sector Undertakings. Tenderer shall attach list of such organizations with contact nos., where the Agency is currently providing/ has earlier provided this kind of service and a certificate of credentials in support of their claim. (Self-attested copies of the relevant work orders are to be enclosed).
  - h) Information regarding any litigation, current or during the last five years in which the tenderer was/is involved, the opposite party(s) and the disputed amount.



- i) Details regarding any work orders that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
  - j) Declaration 1, 2, 3 & 4 and Undertaking duly signed and sealed by the Agency must be submitted as per Annexure I.
4. The Registered Office or one of the Branch Offices of the tenderer should be **necessarily** located in Bengaluru. The agency or any of its partners /directors etc., should not have been black listed/debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including PF/ESI authorities. Further, no past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract.
5. Minimum Annual turnover should be Rs.1.5 crore per year during the last 3 (three) financial years. [Tenderer shall attach relevant documents (audited report Trading, profit & loss and balance sheet from authorized Chartered Accountant) as proof with the technical bid].
6. The Tenderer should meet any one of the three criteria as under:
- a. Currently providing / earlier provided successfully ONE similar security, watch & ward related services having annual value equal to Rs.60 lakhs in any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/Municipalities /large establishments last three financial years.
  - OR**
  - b. Currently providing / earlier provided successfully TWO similar security, watch & ward related services having annual value equal to Rs.45.00 lakh each in any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/Municipalities/large establishments during last three financial years.
  - OR**
  - c. Currently providing / earlier provided successfully THREE similar security, watch & ward related services having annual value equal to Rs.37.50 lakh each in any Departments/Autonomous Institutions/ Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/Municipalities/large establishments during last three financial years.
4. The place of work shall be the place at Nirmal Bhawan, ICMR Complex, Poojanahalli Road, Kannamangala PO, Bengaluru - 562110 should submit their bid only if they only consider themselves eligible as per the laid down criteria and if they are in possession of all the documents / registrations required.



5. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
6. The bid document consisting of guidelines for security, watch & ward services, job requirement to be fulfilled and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the tender portal of [www.ncdirindia.org](http://www.ncdirindia.org)

## 7. Submission of Tenders:

The Tenderer along with requisite documents shall be placed in a sealed envelope superscribed as **Security Watch and Ward Services at ICMR-NCDIR, Bengaluru** and shall be addressed to **The Director, ICMR-NCDIR, Bengaluru**. The tenderers name, telephone number and complete mailing address shall be indicated on the outer envelope. Bidders may please note that:

The Tenders are invited under two bids system. The first envelope will be named as 'Part-I Technical Bid' & will contain documents of tenderer's/bidder's satisfying the eligibility conditions, tender document fees and EMD, NIT, etc. and the second envelope will be titled as 'Part II-Commercial Bid' containing Rate Quote Sheet with detailed break up of rate for security, watch & ward related services. The bidder shall submit **TECHNICAL BID** and **FINANCIAL BID ENVELOPES** simultaneously in 2 separate envelopes duly superscribed "Part 1 – Technical Bid for security services at ICMR-NCDIR, Bengaluru" and "Part II – Commercial Bid for security services at ICMR-NCDIR, Bengaluru". The technical bids will be evaluated first and thereafter, the commercial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:-

- **(A) TECHNICAL BID ENVELOPE** shall contain the following documents:

- i) Demand Draft/Pay order or Banker's Cheque of any Nationalised/Scheduled Bank towards **TENDER DOCUMENT FEE** of Rs. 1,500/- in favour of Director, ICMR-NCDIR and payable at Bengaluru or valid MSME certificate in lieu of Tender Fee or a copy of MSME Registration certificate in lieu thereof.
- ii) Demand Draft/Pay order or Banker's Cheque of any Nationalised/ Scheduled Bank towards **Earnest Money Deposit (EMD)** of Rs. 1,87,500/- in favour of Director, ICMR-NCDIR and payable at Bengaluru or valid MSME certificate in lieu of EMD or copy of MSME Registration Certificate in lieu thereof.
- iii) Enlistment Order/Registration certificate with appropriate Authority/necessary license as required under the contract labour (Regulation & abolition) Act 1970 or any other act as applicable.
- iv) Proof of eligibility as per Clause No.1 {i, ii, iii & iv (a), (b) or (c)} of specific Security, Watch & Ward Service EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE along with **Work Orders/Letter of Intents** issued by Govt./Semi-Govt./Autonomous/PSUs and/or large establishments with appropriate Authority as per the NIT.



- **(B) FINANCIAL BID ENVELOPE** shall contain:

- (i) Rate Quote Sheets (2 pages) for deployment of civilian guards as well as ex-servicemen guards.
  - (ii) The agency should, furnish complete break up of their rates showing how they will comply with the minimum wages and other statutory regulations like Basic, VDA, ESI, EPF, paid National Holiday etc., and the lump sum composite charges for number of **civilian security personnel** to be deployed as per the rate prescribed by Govt. of India from time to time separately indicating (a) GST component as applicable and (b) Service Charges of the agency in PDF format with signature & seal. **In the absence of this break up, their tender is liable to be rejected.**
  - (iii) The agency should, furnish complete break up of their rates showing how they will comply with the minimum wages and other statutory regulations like Basic, VDA, ESI, Bonus, paid National Holiday, weekly holiday, leave etc., and the lump sum composite charges for number of **ex-servicemen security personnel** to be deployed as per the rate prescribed by the Director General of Resettlement, Ministry of Defence Govt. of India from time to time separately indicating (a) GST component as applicable and (b) Service Charges of the agency in PDF format with signature & seal. **In the absence of this break up, their tender is liable to be rejected.**
  - (iv) **The ratio of deployment of civilian security personnel and ex-servicemen security personnel** will be determined and decided by the authorities of ICMR-NCDIR at their own discretion and the successful tenderer shall organize deployment of security personnel as per the ratio as determined and decided by the authorities of ICMR-NCDIR.
8. Tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for **rejection**.
  9. ICMR-NCDIR does not bind itself to accept the lowest tender/bid and reserves the right to reject or accept any or all the tenders/bids received without assigning any reason whatsoever.
  10. Canvassing in connection with tenders/bids is strictly prohibited and the tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.
  11. Tenders incorporating **additional conditions** are liable to be **rejected**.
  12. The tenderer(s) **must declare** in writing that neither he nor any of their Directors/Partners are in anyway related to any officer in the Indian Council of Medical Research including its units like ICMR-NCDIR as per the format given in **Annexure – I**.
  13. Before submitting the tender, the tenderer shall assess the quantum of security, watch & ward services involved after going through the scope of job requirement of security and watch & ward services and conditions of contract and inspect the site, if necessary.
  14. Earnest Money is liable to be forfeited if the successful tenderer/bidder selected for the security, watch & ward services fails to take up the work and sign the formal agreement within 07 days from the date of issue of Letter of Intent to them. The Agency shall provide a non-judicial stamp paper of appropriate value for the purpose of signing the agreement.
  15. The successful tenderer will be awarded the security watch and ward services at Nirmal Bhawan, ICMR Complex, Bengaluru and given stipulated time, which shall be counted from the date of issue of the LOI. During this intervening period, the successful tenderer shall check job requirement, movement of visitors and material and occupancy rate of different facilities etc. at the complex. The successful tenderer shall also mobilize adequate resources including Security Guards, gadgets,

pepper spray, batons, uniforms, shoes/gum boots and stationery items etc. and sign an Agreement with ICMR-NCDIR in the approved format on a non-judicial stamp paper of appropriate value.

16. The validity period of the tender shall be **06 (SIX)** months from the date of opening of tenders. This period may be extended suitably, if the decision regarding issue of Letter of Intent is delayed for any reason.

## **7. Opening and Evaluation of Tenders:**

- a) The Committee appointed by the Director of ICMR-NCDIR will open the tenders in the first instance on the appointed date & time.
- b) During evaluation of the tenders, the ICMR-NCDIR may at its discretion, ask the tenderer for clarification of his tender.
- c) No tenderer shall contact the ICMR-NCDIR on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the ICMR-NCDIR it shall be done in writing. However, all tenderers are strictly advised to furnish all material information in the tender itself.
- d) Any effort by a tenderer to influence the ICMR-NCDIR in its decision on tender evaluation, tender comparison or purchase order decision will result in rejection of the tenderer.
- e) The tenderer shall comprise the price component for all the services. The price quoted by the tenderer shall include all taxes, wherever applicable. The tenderer shall include Service Tax and surcharges/cess etc. as applicable on the services that are provided under this contract in the lump sum rates quoted and ICMR-NCDIR would not bear any additional liability on this account.
- f) The ICMR-NCDIR shall however, deduct such tax sources as per the rules in force. The prices once accepted by the ICMR-NCDIR shall remain valid throughout the currency of the contract. The ICMR-NCDIR shall not entertain any increase in the price during the period.

## **Rates shall ensure compliance of under noted statutory obligations:**

- Contract Labour (Regulation & Abolition) Act, 1970 (Central Labour).
- Employee's State Insurance Act 1948 and rules made there under.
- Minimum Wages Act, 1948 and payment Bonus Act, 1965, payment of wages Act, 1936 and rules made there under.
- EPF (Misc. Provisions) Act 1952 and rules made there under.
- Any other Labour Legislation that may be applicable or may become applicable from Workman's compensation Act 1923.
- Notice of revision of minimum wage issued from time to time by the Director General of Resettlement, Ministry of Defence, Government of India, where applicable.
- Industrial Safety Rules
- Private Security Agencies (Regulation) Act, 2005

## **8. Payment Terms:**

The ICMR-NCDIR shall make the contract payments as per the payments schedule mentioned below:

- a) Monthly bills submitted by the agency for the Security Watch and Ward Services executed in the preceding month, shall be paid after submission bills duly completed in all respects. The payment for the work will be released only after production of attendance records and copies of acquaintance roles/digital proof of disbursement of wages to the Laborers, remittance of EPF/ESI subscriptions to the competent authorities. Inadequate supply of work for Security services, will attract deduction at pro-rata basis from the work bill towards compensation. The decision of the Director, ICMR-NCDIR, Bengaluru is final and binding in this regard.
- b) If the performance of the Security Watch and Ward Services by the Agency is found unsatisfactory, the Competent Authority of ICMR-NCDIR shall have power to terminate the Contract. Upon such termination, the security deposit of the agency shall be liable to be forfeited and shall be absolutely at the disposal of ICMR-NCDIR, Bengaluru.
- c) The monthly bills will be calculated only for the number of actual working days in a month.

9. The ICMR-NCDIR reserves the right to accept or reject any tender, and to annual the tendering process and reject to all tenders at any time, without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the ICMR-NCDIR's action.
10. The ICMR-NCDIR will award the contract to the successful bidder determined to be in conformity with the tendering document and who has offered the best – lowest tender, within the prescribed validity period of the tender is technically acceptable.
11. In case the tender document submitted has deviations from the specifications or terms and conditions prescribed, the tenderer shall describe them separately and prominently, The ICMR-NCDIR reserves the right to reject to the tender having deviations from the prescribed terms and conditions.
12. It will be the sole responsibility of the tenderer alone to execute the entire contract awarded to him and no subcontract of the Security Watch and Ward Services shall be permissible.
13. Prior to the submission of the tender, the tenderer authorized representative shall personally inspect the campus area at ICMR-NCDIR, Bengaluru at their own cost and under prior intimation. This is necessary to enable the tenderer to gather all the information, so as to prepare the tender accurately after taking into consideration all the relevant factors. Submission of the tender will, therefore, be considered as meeting the requirements of tenderer having fully read and understood the tender document and the scope of work prescribed therein.
14. The agency will submit undertaking that is fully acquainted with all the conditions and circumstances under which the supplies required under the contact will have to be made or furnished and the terms, clauses and conditions, specification and other details of the contact and the suppliers. The agency shall not plead ignorance on any matter as an excuse for deficiency in

service or failure to perform of with a view to asking for increase of any rate agreed to the contact or to evading any of his obligations under the contact.

15. The selected agency will have to deposit performance guarantee amount of 1/10 % of the total contract value in the name of the Director, ICMR-NCDIR, Bengaluru for the full contract term.
16. In the event of the agency failing to fulfill or committing breach of any of the terms and conditions of these contract or indulge in omission or commission the without prejudice to the ICMR-NCDIR's right and remedies otherwise, the ICMR-NCDIR shall be entitled to terminate the contract forthwith, forfeit the performance guarantee deposit and to blacklist the agency and execute the work or arrange otherwise at the agency's risk and cost at the absolute discretion of the ICMR-NCDIR. The cost of such works together with all incidental charges or expenses shall be recoverable from the agency; under the following circumstances:
  - a) If the Agency or his agents or employees are found guilty of fraud in respect of the contact or any other contract entered into by the agency or any of his partners or representatives thereof with the ICMR-NCDIR; or
  - b) If the agency or his agents or employees attempt to or indulge in giving, promising or offer in any bribes, gift, loan perquisite, reward or advantages pecuniary of otherwise to any person in the employment of the ICMR-NCDIR; or
  - c) If the agency or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceeding makes any composition with his/ their creditors or attempts to do so; or
  - d) If at any time during the pendency of the contract, it comes to the notice of the ICMR-NCDIR, that the agency has misled the ICMR-NCDIR by giving false/incorrect information.
17. The Agency will be responsible for the conduct of all personnel deployed by him and will be legally liable for any harm or loss occurring to any person whomsoever, in whatever form from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the agency or any of the personnel/ agents/ any other deployed by the agency in the course of providing any services stated in this contact, and the agency will bear the full responsibility and cost of the same. The ICMR-NCDIR will not be liable for any loss or harm to any person within or outside the ICMR-NCDIR campus from any act of omission or commission of any of the personnel/ agents/any others deployed by the agency in the course of providing the services stated in this contract.
18. The ICMR-NCDIR shall not be liable for any compensation, claim or damages etc., due to any accident, injury or harm to any person deployed by the agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at ICMR-NCDIR. The ICMR-NCDIR shall be indemnified by the agency against all such claims.
19. Without prejudice to terms and conditions of contact, the agency will be liable to reimburse to the ICMR-NCDIR of any cost or legal liability/penalty/fine imposed on the ICMR-NCDIR by authority, because of any misconduct or any act of omission or commission, whether intentional



- or otherwise of the agency or any of the personnel/ at the agency deployed by the agency in the course of providing any services stated in this contact.
20. It shall be the responsibility of the agency to comply at the provisions of various Labour laws. The agency shall faithfully discharge all the liabilities under the Labour laws. The agency shall indemnify the ICMR-NCDIR against the claims arising out of non-fulfillment of the obligations by him under the various Labour laws.
  21. The agency shall be solely responsible for compliance with all statutory laws/ rules/ regulations/orders such as those concerning PF, ESI, Labour laws, Minimum wages issued by the appropriate authorities from time to time etc. The ICMR-NCDIR shall not be liable for any contravention/ Non-Compliance on the part of the agency. Any contravention/Non-Compliance on the part of the agency would be construed as a sufficient ground for termination of the contact at the discretion of the ICMR-NCDIR. Notwithstanding with this, in the event of imposition of any penalty/fine etc., by any authorities due to the non-compliance/contravention on the part of the agency to any statutory laws/ rules/ regulations etc., the ICMR-NCDIR reserves the right to compensate such fine/ penalty etc., from the agency by the way of recovery from the bills raised by the agency or by any other means.
  22. The ICMR-NCDIR may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended days of discontinuation, and will not be liable to any additional charges or compensation payable to the agency or any other person.
  23. The agency may discontinue the contact at any point of time by giving a notice at least 60 days before the intended date for discontinuation. However, the agency will forfeit the security deposit submitted by it, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The ICMR-NCDIR reserves the right to claim the damages, and recover them from the payments due to the agency or by any other means, in addition to forfeiting the security deposit of the agency.
  24. Identity cards, in the approved design, format and colour, must be issued to the personnel to be deployed by the agency and the wages must be paid to them by way of electronic transfer to their respective Savings Bank Accounts, by 10<sup>th</sup> day of every month. Before submission of bills by the agency to ICMR-NCDIR for payment against the services, a certificate will have to be submitted by the agency for having paid in full to the personnel deployed by him along with the copy of proof of having effected electronic transfer of the wages to the respective SB Accounts of the personnel concerned.
  25. The agency has to maintain all the relevant registers/ records as per the laws related with the labour engagement etc. **An affidavit on a Non-Judicial stamp paper of appropriate value** to the effect that the agency will be entirely responsible for fulfilling all the statutory obligations under different statutes like workmen compensation Act. Contract Labour (Regulation & Abolition) Act, ESI Act, PF Act, Bonus Act etc., for the personnel deployed by him for security services will be submitted by the agency before execution of the contact agreement. The personnel employed by the agency will not be treated as the personnel of the ICMR-NCDIR for any purpose whatsoever.



26. Notwithstanding whatsoever stated above and in case of any controversy regarding the scope of work or any other terms and conditions of the tender, the decision of the Director, ICMR-NCDIR, Bengaluru shall be final and binding in this regard.
27. In case the personnel engaged by the agency/ contractor have any grievances, the same should be resolved by the agency/ Contractor without creating any disturbances in the ICMR-NCDIR. On the expiry of the contact of the agency/ Contactor undertakes the responsibility to vacate the premises in peace with all the personnel without creating any disturbances to the ICMR-NCDIR. The agency/ Contractor will be solely responsible if the personnel misbehave or create problems to the ICMR-NCDIR; such personnel may be removed from his duties immediately and shall provide replacement. And also noted that **in case of employee goes on leave substitute personnel shall be provided.**
28. The Courts of India at Bengaluru will have exclusive jurisdiction to determine any unresolved dispute(s) with respect to this contact.
29. The contactor shall not be allowed to sub-contact any part of the contract without the prior consent of ICMR-NCDIR, Bengaluru. If such consent is given, this shall not relieve the Agency from any liability or obligation under the contact and he shall be responsible of the acts/ defaults and negligence of any such unauthorized engagement of sub-contractors, his agents or workmen as if they were the acts, defaults or neglects of the tenderer, agents or workmen.
30. In case of any ambiguity/dispute in the interpretation of any of the clauses/ terms and conditions/ Director, ICMR-NCDIR's interpretation of the clauses/ terms and conditions shall be final binding on all the parties. The jurisdiction of arbitration shall be Bengaluru.
31. In case of any dispute arising out of this contract between the ICMR-ICMR-NCDIR and the agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director, ICMR-NCDIR, Bengaluru on receipt of an official request with details of the dispute, from either the ICMR-ICMR-NCDIR or the agency.
32. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contact. The submission shall be deemed to be submission arbitration under the arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rule made there under for the time being in force.

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## **RESPONSIBILITIES OF THE AGENCY**

1. The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESI etc., as are prescribed by the Chief Labour Commissioner (Central), Ministry of Labour and Employment, or the Director General of Resettlement, Ministry of Defence, Government of India, as the case may be, from time to time, are paid to personnel deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. of India for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to the personnel deployed by them for the purpose at any time in the premises of the ICMR-NCDIR.

**Bonus shall be paid once in a year against submission of reimbursement claim supported with proof of disbursement.**

2. The Agency shall quote their rates based on the rates of minimum wage applicable as per clause 1 hereinabove. The Agency shall submit the proof of having deposited the amount of contributions *claimed by them on account of ESI and EPF towards the persons deployed at Nirmal Bhawan, ICMR Complex, Bengaluru in their respective names each month while submitting their GST compliant bills for the subsequent month. In case the Agency fails to do so, their bills will be withheld till submission of required documents. Copies of the quarterly, half-yearly & annual returns of GST, ESI, EPF and Professional Taxes shall be submitted after its submission to the concerned authorities.*
3. The Agency shall pay wages through RTGS/NEFT into the respective Savings Bank Accounts of the personnel deployed by them latest by the 10<sup>th</sup> of every month and shall produce copy of acquaintance roll and bank remittance statement every month along with their bill.
4. The agency shall maintain good liaison with local Police Station, Traffic Police and Fire Service Department concerned for any law and order or unforeseen situation related assistance from them.
5. In case of any theft, loss of assets and/or disturbance adversely affecting security etc., to ICMR-NCDIR, the entire responsibility for recovery and legal actions starting with assistance in lodging of F.I.R. with local police in consultation with the authorities of the ICMR-NCDIR, upto the final recovery stage etc. will lie with the Agency.
6. **A security deposit of minimum 1/10<sup>th</sup> of the annual value of contract payable** in the form of a demand draft/pay order drawn in favour of Director, ICMR-NCDIR, is to be deposited by the Agency to cover the risk or any loss *caused to the ICMR-NCDIR due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or their personnel deployed for the purpose of the contract, or any breach of contract of whatsoever nature or form on the part of the agency.* In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by the ICMR-NCDIR shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit at the discretion of the competent authority of ICMR-NCDIR.



7. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of ICMR-NCDIR. The Agency shall constantly keep in touch with the authorities of ICMR-NCDIR regarding their security services and abide by all instructions and directives issued by the authorities of ICMR-NCDIR in this regard.

***The Agency shall give or provide all necessary superintendence during the execution of the security related assignment for proper fulfilment of their obligations under the contract.***

8. ***The Agency shall maintain all relevant registers, documents in the premises of the ICMR-NCDIR which may have to be presented for inspection of the concerned Labour Authorities. The agency shall also put up a notice board displaying the minimum wages prescribed by the authorities of Government of India from time to time.***
9. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their personnel in the premises of ICMR-NCDIR for the purpose of this contract and shall keep ICMR-NCDIR indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.
10. The Agency shall not deploy any Security Guards above 60 years of age for performing security duties in ICMR-NCDIR. The Security Guards including the security supervisor(s) deployed in ICMR-NCDIR shall have minimum qualification of SSLC and Ex-Service men / Ex- Paramilitary forces with shape medical category at the time of discharge from armed forces / Paramilitary with character assessed exemplary / very Good. In this regard, agency shall submit annual return to ICMR-NCDIR authority in respect of age/date of birth and medical fitness of their deployed security personnel. The person(s) found medically and/or physically unfit from the specified standard at any point of time will not be allowed to perform duties and the agency will be responsible to replace such person within 24 hours.
11. The Agency shall ***make periodical Police verification of the particulars of their personnel deployed and*** issue identity cards as per the approved design, format and colour to ***those personnel who are*** deployed ***by them*** at any point of time for the purpose of this contract in order to facilitate verification of their identity by the authorities of ICMR-NCDIR. They shall always wear uniform and the identity card, while on duty at the premises of ICMR-NCDIR.
12. The Agency shall be liable to comply with the directions of the authorities ICMR-NCDIR to remove within 24 hours of receipt of such direction, any member of their personnel deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.
13. All security personnel deployed by the agency in the ICMR-NCDIR shall be in proper uniform. The agency shall at their cost supply uniform including cap, shoes, socks, belt, badges, name tally, raincoats & woolen clothing for the personnel including Surveillance Operator. The Agency at its cost shall also supply batons, torches, batteries, pepper spray, whistles, airguns and other stationery items required for carrying out the services.





14. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of ICMR-NCDIR and remove/relocate all their persons and other paraphernalia from ICMR-NCDIR campus after handing over the charge to the new agency.
15. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of ICMR-NCDIR by security personnel engaged by the Agency.
16. ICMR-NCDIR shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
17. The scope of services shall be as per the requirement of ICMR-NCDIR from time to time. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given by the ICMR-NCDIR.
18. ICMR-NCDIR shall pay to the Agency nothing more than the amount as may be due under the contract terms.
19. *The agency shall impart training / mock drill to their personnel deployed in connection with this contract, on issues such as Conduct in Public, Physical fitness, operation of modern security gadgets, frisking, vehicle check, firefighting, emergency evacuation, Disaster management, periodical outdoor/ Institutional training and such other security measures as are essentially required in a place like ICMR-NCDIR. A schedule for such training shall be submitted each month to the ICMR-NCDIR by the Agency and shall be strictly implemented in the presence of ICMR-NCDIR Authorities. A logbook of such training imparted along with names of personnel shall be maintained and shall be made available for inspection to ICMR-NCDIR authorities as and when demanded. In this regard agency must deploy one Field Officer, Ex-serviceman / Ex-Paramilitary forces to ensure / impart training in pursuance of the contract.*
20. *The Field Officer of the Agency must carry out day checking and night surprise checking during silent hours on fortnightly basis and submit status report to the ICMR-NCDIR along with schedule of training each month.*

#### **PENALTY**

21. *In the event of any deficiency in the security service rendered by the agency, any time during the currency of the contract, ICMR-NCDIR shall impose a suitable penalty which may be recovered from the monthly bill(s) of the agency. The decision of ICMR-NCDIR in this regard shall be binding on the agency.*

#### **TENURE AND VALIDITY**

22. In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months, if the services are found to be satisfactory during the trial period of the Agency. Further, the contract may be renewed at the discretion of the authorities of ICMR-NCDIR on an year to year basis for a maximum period of three years, including the trial period. **However,**



***in the event of such renewal of the contract each year, the service charges of the agency shall not be revised. However, the liability due to revision of minimum wages and statutory duties & taxes from time to time, shall only be considered for revision.***

23. The contract can be terminated by the authorities of ICMR-NCDIR at any time without notice in the event of gross security risk or gross damage to property of ICMR-NCDIR due to Agency's failure or persistent failures of the Agency in providing satisfactory service to ICMR-NCDIR and the decision of ICMR-NCDIR in this regard shall be final and binding on the Agency.
24. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear three months' notice in writing.

#### **ARBITRATION**

25. In case of any dispute arising out of this contract between the ICMR-NCDIR and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director, ICMR-NCDIR on receipt of an official request with details of the dispute, from either the ICMR-NCDIR or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

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## **Annexure-II**

### **Details about ICMR-NCDIR**

#### **A. Facilities: -**

- i. Total campus area: - 5 acres with high rise compound wall and barbed wire fencing on top of the wall.
- ii. Main Building of Nirmal Bhawan, ICMR complex housing ICMR-NCDIR on 2<sup>nd</sup> floor, partially on Ground floor, NIMR and ROHC(S) on the 1<sup>st</sup> and partially on Ground Floor respectively.
- iii. Canteen and Guest House adjacent to the Main building.
- iv. VIP Guest House and Dormitory buildings.
- v. Sewerage Treatment Plant.
- vi. No. of entry points to the campus - 1.
- vii. Details of working hours of different facilities: - 9 AM to 5.30 PM from Monday to Friday. The offices of ICMR-NCDIR, NIMR and ROHC(S) (9:30 AM to 6:00 PM) shall remain closed on all Govt. of India holidays as applicable to Bengaluru.

#### **Services required to be provided by the Agency: -**

The Agency is required to provide security, watch & ward services for ensuring safety of the people, materials, equipment, installations and all the properties at Nirmal Bhawan, ICMR Complex, to be courteous to the staff and visitors in the campus, to maintain a conducive atmosphere in the campus.

For compliance of above requirement for providing services, the agency shall ensure that:

- i. The Security Guards behave with utmost courtesy while dealing with staff and visitors and show proper mark of respect to the officials concerned.
- ii. The Security Guards assist the visitors as they arrive and leave as a mark of good public relation gesture.
- iii. The Security Guards shall report for duty 15 minutes before the schedule for endorsement of attendance, briefing by security supervisor and for smooth handing / taking over formalities.
- iv. The Security Guards shall always be in proper and neat uniform and turn out with valid ID card while performing duties.
- v. The Security Guards shall be of sound health, physical fitness and sound mind to handle any challenging situation.
- vi. The Security Guards shall be conversant with basic fire-fighting arrangement / emergency evacuation drill and first aid assistance.
- vii. The Security Guards shall perform regular parade drill / physical training in order to maintain discipline & physical fitness.
- viii. Arrangements shall be made for periodical security training / lecture / demonstration among the deployed Security Guards to inculcate security awareness.



- ix. The Security Guards shall be conversant with operation and monitoring of all modern security gadgets.
- x. Close liaison shall be maintained with local Police Station, fire brigade, ambulance service and traffic police etc., to maintain law and order in the premises.
- xi. The Security Guards should be alert, vigilant and fearless.
- xii. The Security Guards shall do frisking at entry and exit points to prevent any untoward incident like theft, pilferage, sabotage etc., without causing any annoyance.
- xiii. The Security Guards posted for indoor duties shall be in possession of all required keys for opening escape doors in case of emergency.

**General Requirement: -**

- a) ICMR-NCDIR will shortly have IP based surveillance Cameras located at vital locations including various vulnerable points in the campus, which will be monitored from the CCTV control room of ICMR-NCDIR. A suitable trained person with minimum higher secondary pass, conversant with the modern surveillance system needs to be deployed to operate, maintain and monitor the activities within the premises of the ICMR-NCDIR through this system. Once the IP based Surveillance Cameras become operational, the surveillance operator shall be responsible for:
- i. Monitoring of the CCTV cameras and shall be focused and observant so that wherever something unusual, suspicious or questionable object is noticed, it shall be reported immediately to Security Supervisor for corrective measures.
  - ii. The person must be acquainted with basic trouble shooting knowledge of CCTV equipment such as network video recorders, various types of cameras etc. as well as conversant with installation and maintenance of IT peripherals and networking.
  - iii. Ensure regular backups for a maximum period of 30 days and able to retrieve recorded info based on the requirement defined by the ICMR-NCDIR authority.
  - iv. Maintain logbook for records of incidents and status of cameras on daily basis and make report to Administrative Officer or a duly authorized officer.
  - v. The Security Guards deployed by the agency shall ensure that there is no unattended object inside the Nirmal Bhawan, ICMR complex including garden/open areas. In case any such object is found, it should be brought to the notice of the Administrative Officer or a duly authorized officer immediately.
  - vi. Visitors desirous of meeting any officer of Nirmal Bhawan, ICMR complex may be allowed entry only after a confirmation is obtained from the officer concerned and visitor's particulars are entered in a register. Each visitor will be issued a visitor's pass, which shall be returned to the security office, duly signed by the officer concerned, before the visitor leaves the premises.
  - vii. The personnel deployed by all other contractual agencies and casual personnel shall be subjected to strict security check by the security Guards at the time of entry & exit.
  - viii. The Security Guards deployed by the Agency should be trained in operation of the firefighting equipment of Nirmal Bhawan, ICMR Complex. The trained persons should be well conversant with the type of equipment to be used for a particular type of fire.
  - ix. The Security Guards deployed by the Agency are to carry out thorough search at strategic points periodically.



- x. No stores/materials should be brought inside the Nirmal Bhawan, ICMR Complex campus without specific challan/invoice. In addition, the Security Guards deployed by the Agency shall obtain a confirmation from the Officer concerned or in his absence from the section, before allowing the materials to be taken out of the stores with a valid gate pass.
- xi. No materials shall be allowed to be taken out of the premises unless there is a valid gate pass issued by an authorized signatory. Even so, the materials being taken out should be checked with reference to the details mentioned in the gate pass to be sure that there is no discrepancy.
- xii. The officials of Electricity Department shall be given access to their power station inside the Nirmal Bhawan, ICMR Complex, Bengaluru.

Location/area wise security services required to be provided are given below. However, mere meeting of these service requirements will not absolve the Agency from their obligation of the safety and safeguarding of the materials, equipment, installations and all properties of ICMR-NCDIR.

**LOCATION/AREA WISE SECURITY SERVICES TO BE PROVIDED BY THE AGENCY ARE GIVEN BELOW: -**

**i. Main Entrance Gate of Nirmal Bhawan, ICMR complex: -**

This gate must be kept open from 9 AM to 6.00 PM on all working days for the incoming of persons, materials and vehicles. It may be required to operate this gate beyond the said hours, whenever required by the authorities of ICMR-NCDIR: -

- i. Ensure 100% frisking of visitor's luggage using hand-held metal detector.
- ii. Ensure cabin search/front bottom search of visitor's vehicle with underbelly mirror.
- iii. Guide visitors' vehicle towards parking zone.
- iv. Inform Administrative Officer in case of any V.I.P movement.
- v. Report untoward incident/accident/abnormalities to Administrative Officer.
- vi. Provide assistance for smooth entry and exist of vehicles to and from the campus.
- vii. Lady guard need to be in General shift.

**2. Total perimeter including service road: -**

Round the clock safeguarding of total perimeter including service road. Following measures are to be ensured: -

- i. Ensure perimeter control and no intruder shall enter Nirmal Bhawan, ICMR Complex campus by crossing the perimeter or boundary wall during day and night.
- ii. Any notice of untoward incident/accident/abnormalities must be reported to the Administrative Officer immediately.
- iii. Check every day in the morning the barbed wire fencing installed on the compound wall is intact and in case of any damage or snapping of the barbed wire, report immediately to the authorities for repair.

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**Agency / Contractor Details Form**

| Sl. No | Information Sought  | Proof Requires Yes/No | Page No |
|--------|---|-----------------------|---------|
| 1.     | Name of the Firm  |                       |         |
| 2.     | Date of Establishment/Incorporation   |                       |         |
| 3.     | Registration No. for registration under Companies Act 1956. (Please enclose self-attested photocopy of Certificates)  |                       |         |
| 4.     | Correspondence Address,<br>Telephone No,<br>Email ID,<br>Mobile No.   |                       |         |
| 5.     | Address of Head Office (If separate) and Telephone Number.  |                       |         |
| 6.     | Status Proprietary/Partnership/Private Limited Company/Public Limited Company   |                       |         |
| 7.     | Name of the Proprietor/Partners,<br>Address, Mobile No.   |                       |         |
| 8.     | Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last two years)<br>Telephone number of Banker                           |                       |         |
| 9.     | PAN No. of the Firm (Please enclose self-attested photocopy)  |                       |         |
| 10.    | GST Registration No. (Please enclose self-attested photocopy of certificate)  |                       |         |
| 11.    | Labour License no. and validity under various section of Labour laws (of state & Central Govt.) (please enclose self-attested photocopy of certificate/ Registration) |                       |         |
| 12.    | EPF Registration No (please enclose self-attested photocopy of certificate)   |                       |         |
| 13.    | ESI Registration No. (Please enclose self-attested photocopy of certificate)  |                       |         |
| 14.    | Professional Tax Enrolment Certificates (Please enclose self-attested photocopy of certificate)   |                       |         |
| 15.    | Certificate of satisfactory performance from the Government/Banks/PSUS organization to whom the service was provided.   |                       |         |



|     |   |  |  |
|-----|---|--|--|
| 16. | Income Tax Return (I.T.R) copies of last 3years, Balance Sheet & Revenue Account for last 3years (Please enclose self-attested photocopy of certificate) paid during 2016-17, 2017-18, 2018-19, 2019-20 |  |  |
| 17. | PSARA License details (for private agencies)  |  |  |
| 18. | Turnover for the last three financial years 2016-17,2017-18,2018-19, 2019-20  |  |  |
| 19. | Whether holding certificate under shops and Establishment Act. (If yes, enclose self-attested copy of last renewal certificate.   |  |  |
| 20. | If the firm registered under the factories Act, Details of license No. (if Yes, enclose self-attested last renewed copy   |  |  |
| 21. | Certificate — Not blacklisted etc.  |  |  |
| 22. | Total No. of Security Personnel employed as on 31.08.2019   |  |  |
| 23. | Whether police verification, address verification & Character verification of Security employee has been done by the agency (it has to be provided at the time of deployment)                           |  |  |
| 24. | Details of the Draft of EMD (Name of the Bank, D.D. No, Date, Amount.   |  |  |
| 25. | Details of bank Draft for tender fees ((Name of the Bank, D.D. No, Date, Amount.  |  |  |

Signature of the authorized person

Name:

Seal:

Date:

Place:





## **SECURITY SERVICE RATES/ TENDER AT ICMR-NCDIR, BNEGALURU**

1. The bidder has to submit the tender, statutory charges (with documentary proof in its support) and services charges. The bidder has to indicate GST as revised by the government from time to time.
2. 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 government orders from time to time, with permission of the competent authority.
3. Successful agency/ contractor has to enter into agreement with the ICMR-NCDIR as per detailed terms and conditions and to pay 10% of Annual Contract amount either by DD or Banker's cheque or in the form of Bank Guarantee should be submitted to the ICMR-NCDIR, which shall bear no interest.
4. The Security Deposit will be released to the agency/ contractor on written request two months after completion and fulfilling all the liabilities of the contract.
5. Agency/ contractor may submit bill by 1<sup>st</sup> week of every month and payment will be made through PFMS within 30 days after receipt of bill along with proof of payment made to the contractual staff, copy of ESI & EPF deposit list of previous month. TDS will be deducted as per prescribed rate every month. Agency/ contractor should make payment to its personnel on or before 10<sup>th</sup> day of every month. Contractual staff should mandatorily make the payments to the staff through electronic bank transfer only and issue monthly pay slips separately.
6. ***Criteria for shortlisting will be exclusive of GST.***
7. All tenders must be sealed and superscribed on the cover along with attested valid copies of their Contract Labour (R&A) Act (Central Labour), 1970 & Central Rules, 1971 license, Shop Act/ Establishment Certificate, EPT, ESI, GST Registration Certificate, Professional Tax Enrolment Certificates, Agency & Proprietor PAN Card, three years latest IT Return/ clearance Certificate, Present Client List and Profile of the agency. The above said documents are mandatory, failing which agency/ contractor shall be treated as disqualified.
8. Offers made on conditions like "subject to execution" or "taxes are applicable" or such other vague conditions are likely to be ignored. Hence specific mention of conditions in the quotations must be ensured.
9. Agency/ Contractor should submit their all documents mentioned in below acceptance form. The agency/ contractor will be scrutinized by the committee for opening of commercial bid on the basis of their eligibility criteria.
10. The agency/ contractor shall abide by this terms & conditions of ICMR-NCDIR, Bengaluru. No other terms & conditions of the agency/ contractor are binding on ICMR-NCDIR, Bengaluru.





**Acceptance from the agency/ Contactor:**

I have gone through the terms and conditions of the tender documents and the same acceptable to me. I know that the Liveries/ Uniforms of goods quality are to be provided by me at my cost to all the staffs engaged in this contract. I have given the price bid/ tender after visiting/ confirming the nature of work in ICMR-NCDIR, Bengaluru.

Place:

Signature:

Date:

Name of the Proprietor:

Seal:

**Enclosures:**

Copies of the documents tick marked as ( ) hereunder, have been attached:

- ( ) 1. Copy of valid Contract Labour (R&A) Act, 1970 & Central Rules, 1971 License (Central Labour).
- ( ) 2. Copy of valid shop Act License/ Establishment Certificate.
- ( ) 3. Copy of E.P.F. Registration with Code No.
- ( ) 4. Copy of E.S.I. Registration with Code No.
- ( ) 5. Copy of valid GST Registration Certificate.
- ( ) 6. Copy of valid professional Tax Enrolment Certificates.
- ( ) 7. Copy of Agency and Proprietor PAN Cards.
- ( ) 8. Copy of three years latest Income Tax Return/ Clearance Certificate.
- ( ) 9. List of Present clients list along with contact details and copies of agreement.
- ( ) 10. PSRA Licence copy
- ( ) 11. Copy of relevant notification of Chief Commissioner of Labour (Central) reg wages
- ( ) 12. Copy of relevant notification of DG of Resettlement, Ministry of Defence reg wages
- ( ) 13. Copies of credentials such as Letter of Intents, work completion certificates for security services rendered by the agency for the past 5 years
- ( ) 14. Others. (Please Specify).

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**Annexure – I**

{Format for Declarations & Undertaking to be typed on bidder agency's letterhead and must be submitted in Part –I (TECHNICAL BID) of the tender document without which the tender will be summarily rejected}

**DECLARATION -1**

This is to certify that neither we/any of us/ are/is in anyway related to any employee in the Indian Council of Medical Research or any of its ICMR-NCDIR/institute/units including ICMR-NCDIR

Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
(Signature of the tenderer  
with agency seal/rubber stamp)

**DECLARATION -2**

We hereby declare that we have not stipulated any extra condition along with the Part-II (COMMERCIAL BID) of the tender and the terms and conditions in Part I and Part II of the NIT shall prevail under all circumstances.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
(Signature of the tenderer  
with agency seal/rubber stamp)

**DECLARATION – 3**

We hereby declare that security service contracts undertaken by our Agency till date were renewed by our clients strictly as per the terms and conditions of the contract and at no point of time, the period of such renewal was less than 9 months and on a piece meal basis on grounds of unsatisfactory performance, shortcomings and/or discrepancies in our services, whatsoever.

Date: \_\_\_\_\_  
Palce: \_\_\_\_\_  
(Signature of the tenderer  
with agency seal/rubber stamp)



#### **DECLARATION-4**

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature :

Name :

Designation :

Name of the Agency :

Address of the tenderer :

Date:

Place:

#### **UNDERTAKING**

This is to certify that we have carefully gone through the job requirement, terms and conditions given in the tender documents & have clearly understood the terms & conditions of the tender and have accordingly quoted our balanced rates after going through all details. We hereby give an undertaking that we shall provide the security, watch & ward services strictly as per the given job requirement during the period of contract.

Date:

**(Signature of the tenderer  
with agency seal/rubber stamp)**

Place:



### **TENDER FEE & EARNEST MONEY DEPOSIT PAYMENT PARTICULARS**

Number of Demand Drafts enclosed:

Demand Draft particulars, (Micro & Small Enterprises registered under Single point registration scheme of **NSIC** are exempted from payment of EMD and Tender Fee)

| Sl. No. | D.D. No. | Date | Name of the Bank / Branch and Place | Amount |
|---------|----------|------|-------------------------------------|--------|
| 1       |          |      |                                     |        |
| 2       |          |      |                                     |        |
| 3       |          |      |                                     |        |

I/We, ..... hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature :

Name :

Designation :

Name of the Agency :

Address of the Tenderer :

Phone No. & Mob. No.:

Email Address:

Website address (if any):

Date:



**CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE ICMR-NCDIR,  
BENGALURU WEBSITE.**

In case the tender document is downloaded from the website a declaration in the following Performa has to be furnished.

"I..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.ncdirindia.org](http://www.ncdirindia.org) and no additional/deletion/ correction has been made in the Performa downloaded. I also declare that I have enclosed a DD/Bankers Cheque No..... Dated .....for Rs. 500/- towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false / incorrect, ICMR-NCDIR Bengaluru shall have the absolute right to take any action as deemed fit/without any prior intimation.

**SIGNATURE OF THE BIDDER WITH SEAL**



### **DETAILS OF MAJOR CONTACTS**

Details of major contracts with Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms handled by the tendering Agency for providing Security Watch and Ward Services during the last five years in the following format (attested copies of the last two years work award may be enclosed).

| Sl. No | Details of client along with address, telephone and Fax numbers | Amount of contract (Rs. lakh per year) | Duration of contract |    |
|--------|---|--|----------------------|----|
|        |   |  | From                 | To |
| 1.     |   |  |                      |    |
| 2.     |   |  |                      |    |
| 3.     |   |  |                      |    |
| 4.     |   |  |                      |    |
| 5.     |   |  |                      |    |

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:



### **PERFORMANCE SECURITY BOND FORM**

1. In consideration of National ICMR-NCDIR for Disease Informatics and Research (ICMR) Bengaluru (here in after called the ICMR-NCDIR Bengaluru) having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the Bank) \_\_\_\_\_ (herein after referred to as “the Bank”) at the request of \_\_\_\_\_ Contractor’s do hereby undertake to pay the ICMR-NCDIR Bengaluru an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the ICMR-NCDIR Bengaluru reason breach by the said contractors of any of the terms & conditions contained in the said agreement.
2. We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ICMR-NCDIR Bengaluru stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ICMR-NCDIR Bengaluru reason of breach by the said contractor’s of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the ICMR-NCDIR Bengaluru in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the ICMR-NCDIR Bengaluru any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (Name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the ICMR-NCDIR Bengaluru, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till ICMR-NCDIR Bengaluru certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.
5. We (name of the bank) further agree with the ICMR-NCDIR Bengaluru that the ICMR-NCDIR Bengaluru shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the ICMR-NCDIR Bengaluru against the said any contractor(s) and to forbear or enforce any of the terms & 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, and or any omission on the part of the ICMR-NCDIR Bengaluru or any indulgence by the ICMR-NCDIR Bengaluru to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by ICMR-NCDIR Bengaluru.

Dated : \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

**N.B.** This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

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**icmr**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH

**NCDIR**  
NATIONAL CENTRE FOR DISEASE  
INFORMATICS AND RESEARCH



## **PART II (FINANCIAL BID)**

**NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH**

**(Indian Council of Medical Research)**

Department of Health Research, Ministry of Health and Family Welfare, Government of India,  
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H-7, B. B. Road, Kannamangala Post,  
Bengaluru-562 110 (India)

(Visit us at [www.ncdirindia.org](http://www.ncdirindia.org) )

Tender No. NCDIR/ICMR/Security/2020-21

# **SEPARATION PAGE**

**FOR**

**FINANCIAL BID FOR SECURITY SERVICES**



## **Part-II (1) Financial Bid (Page -1)**

**(For Civilian security personnel)**

***(Page 1 & 2 of Financial Bid should be sealed in a separate cover duly superscribed)***

**Name of the work:**“Security services at Nirmal Bhawan ICMR-Complex, ICMR-NCDIR, Bengaluru”

**(Please read carefully the sub-clauses (i) to (iv) of Clause 7 of Terms & Conditions under Section-1 (page 9 above, before filling up Financial Bid pages 1 & 2)**

| Sl. No | Particulars   | Rates per Day/person |                  |
|--------|---|----------------------|------------------|
|        |   | Skilled              | @ Highly Skilled |
| a)     | Basic Pay (per day)   | ₹ per day            | ₹ per day        |
| b)     | VDA (per day)   | ₹ per day            | ₹ per day        |
| c)     | #Sub Total { (a) + (b) } per day  | ₹ per day            | ₹ per day        |
| d)     | *Bonus (8.33%) per day (on pro rata basis) on Basic + VDA, subject to the prescribed ceiling. | ₹ per day            | ₹ per day        |
| e)     | EPF (13%) on Basic + VDA  | ₹ per day            | ₹ per day        |
| f)     | ESI (3.25%) on Basic + VDA  | ₹ per day            | ₹ per day        |
| g)     | Total cost per day excluding service charges  | ₹ per day            | ₹ per day        |
| h)     | ___%age of Service Charges of the Agency on Sl. (g)   | ₹ per day            | ₹ per day        |

**NB :** Sl. (g) shall be indicated only on percentage basis in column II, failing which the commercial bid is liable to be rejected.

### **Note:**

- Any other payments likewise Uniforms, Leave Salary, etc., should be met by the contractor only, ICMR-NCDIR, has no liability towards the above.
- @For Security Supervisor.
- The service charges shall be filled up in percentage in column II and equivalent amount in other columns as shown.*** Payments shall be made to agency the agency on the basis of the rates in price bid quoted by the firm.
- #Strictly as per the Minimum Wage Notification of CLC (Central) w.e.f. 1.10.2020**
- The payment will be made only for the number of working days in a month.
- \*Bonus as prescribed under the payment of Bonus Act 1965 shall be payable.
- In addition, GST @18% or as applicable is payable.***

**Signature and seal of the Agency/ Contactor**



**Part-II (2) Financial Bid (Page-2)**  
**(For Ex-servicemen security personnel)**

*(Should be sealed in a separate cover duly superscribed)*

**Name of the work: "Security services at Nirmal Bhawan ICMR-Complex, ICMR-NCDIR, Bengaluru"**

| Sl. No | Particulars   | Rates per Day/person |                 |
|--------|---|----------------------|-----------------|
|        |   | Skilled              | @Highly Skilled |
| a)     | #Basic Pay + VDA  | ₹ per day            | ₹ per day       |
| b)     | Employees' State Insurance (ESI) (3.25%) on Basic + VDA                                       | ₹ per day            | ₹ per day       |
| c)     | EPF (12%) on Basic + VDA  | ₹ per day            | ₹ per day       |
| d)     | EDLI (0.50%) on Basic + VDA   | ₹ per day            | ₹ per day       |
| e)     | Administrative Charges on EPF+EDLI (0.5%) on Basic + VDA                                      | ₹ per day            | ₹ per day       |
| f)     | HRA (24%) on Basic + VDA or Rs.5400 whichever is higher                                       | ₹ per day            | ₹ per day       |
| g)     | ESI/Medical Allowance on HRA (3.25%)  | ₹ per day            | ₹ per day       |
| h)     | *Bonus (8.33%) per day (on pro rata basis) on Basic + VDA, subject to the prescribed ceiling. | ₹ per day            | ₹ per day       |
| i)     | Uniform outfit allowance (5%) on Basic + VDA  | ₹ per day            | ₹ per day       |
| j)     | Uniform Washing allowance (3%) on Basic + VDA   | ₹ per day            | ₹ per day       |
| k)     | Sub-total of (a) to (j)   | ₹ per day            | ₹ per day       |
| l)     | Relieving charges (1/6 <sup>th</sup> of Sl. (k))  | ₹ per day            | ₹ per day       |
| m)     | Total cost per day excluding service charges  | ₹ per day            | ₹ per day       |
| n)     | _____ %age of Service Charges of the Agency on Sl. (m)  | ₹ per day            | ₹ per day       |

NB : Sl. (n) shall be indicated only on percentage basis in column 2 failing which the commercial bid is liable to be rejected.

**Note:**

- Any other payments likewise Uniforms etc., should be met by the contractor only, ICMR-NCDIR, has no liability towards the above.
- @For Security Supervisor
- #Strictly as per the Minimum Wage Notification of CLC (Central) as on 1.10.2020 read with the Notice of Revision of Minimum Wages as on 1.10.2020 issued by the Director General of Resettlement, Ministry of Defence, Government of India for ex-servicemen.**
- Relieving charges at Sl No.(l) is payable only when a reliever is provided on paid rest days.
- All mandatory deductions in respect of all the relievers as applicable at Sl. (b), (c), (d), (e) & (g) to be deposited with the government departments concerned.
- The service charges shall be filled up in percentage in column II and equivalent amount in other columns as shown.** Payments shall be made to agency the agency on the basis of the rates in price bid quoted by the firm.
- The payment will be made only for the number of working days in a month.
- \*Bonus as prescribed under the payment of Bonus Act 1965 shall be payable annually.
- In addition, GST @18% or as applicable is payable.**

**Signature and seal of the Agency/ Contactor**