



icmr | **NIMR**
INDIAN COUNCIL OF
MEDICAL RESEARCH | NATIONAL INSTITUTE OF
MALARIA RESEARCH

आई.सी.एम.आर. -राष्ट्रीय मलेरिया अनुसंधान संस्थान
स्वास्थ्य अनुसंधान विभाग,
स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार
ICMR-National Institute of Malaria Research
Department of Health Research
Ministry of Health and Family Welfare, Government of India

No.:- 2/9/2020-21/Stores

Date: 14-10.2020

NOTICE INVITING TENDER

LIMITED TENDER No. NIMR/TENDER/SECURITY/2020-2021

The Director, ICMR-National Institute of Malaria Research invites sealed tender in two bid system for “HIRING OF AGENCY FOR PROVIDING SECURITY SERVICES” at ICMR-NIMR, Sector-8, Dwarka, New Delhi from the DGR sponsored and empanelled Security firms/agencies. The Tender form will be issued from 14.10.2020, 03:00 p.m. to 03.11.2020 up to 01:00 pm. Last date of submission of Tender is up to 03.11.2020, 01:00 p.m. A pre bid meeting of prospective bidders have been scheduled on 18.10.2020 at 11:00 a.m. Technical bids will be opened on 03.11.2020 at 02:30 p.m. in the conference hall of the ICMR-NIMR at Sector-8, Dwarka, New Delhi.

For more details please refer to website <http://www.nimr.icmr.org.in> , www.icmr.nic.in & <https://eprocure.gov.in>.

[Note : All subsequent corrigendum / amendment, if any, shall be published only Institutes' website <http://www.nimr.icmr.org.in> , & <https://eprocure.gov.in>.

Director
ICMR-NIMR, New Delhi

सैक्टर -8 द्वारका
नई दिल्ली -110077, भारत
Dwarka, Sector - 8
New Delhi - 110077, India

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A. **Invitation for Limited Tender Document**

NIMR/TENDER/SECURITY/2020-2021

For

**NOTICE INVITING TENDER FOR HIRING AGENCY
FOR PROVIDING SECURITY SERVICES**

1. ICMR-NIMR, New Delhi invites sealed Bids for hiring a highly reputed / well established and professional Security Agency registered and sponsored by Director General Resettlement (DGR), Ministry of Defence and having capability of providing security services/security staff as mentioned in tender documents having experience of providing security services to a /Comparable Research/Government Institution of repute. The Agency shall provide security personnel (Ex-servicemen) for round the clock watch and ward duties in its NIMR campus at Sector-8, Dwarka, New Delhi as per requirement of the Institute. **Tender documents may be downloaded from the Institute's website web site www.nimr.icmr.org.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given below as Important Date.**

IMPORTANT DATES

| | |
|---|--|
| Start date & Time of Issue of tender document | 14.10.2020 from 03:00 PM |
| Closing Date and time of Issue of tender document | 03.11.2020 upto 01:00 PM |
| Date and Time of Pre-bid meeting | 18.10.2020 at 11:00 AM |
| Venue of Pre-bid meeting | Conference Room, ICMR-NIMR, Sector 8 Dwarka, New Delhi |
| EMD Amount | Exempted for DGR Sponsored firms |
| Start Date & time of Submission of online Bids | 14.10.2020 at 03:00 PM |
| Closing Date & time of Submission of Bids | 03.11.2020 upto 02:00 p.m. |
| Place, Date & time of Opening of Technical Bids only | 03.11.2020 at 02:30 PM Conference Room, ICMR-NIMR, Sector 8 Dwarka, New Delhi |
| Date & time of opening of price bids | Will be intimated separately |

Note: if date of opening of technical bids falls on Saturday/Sunday/Closed Holiday, the Bids shall be opened on next working days on same time.

2. Complete Tender Document may be obtained from the Office of the **Head of Stores, ICMR-National Institute of Malaria Research (ICMR-NIMR), Sector-8, Dwarka, New Delhi-110077** on all working days from **14.10.2020, from 03:00 P.M. to 03.11.2020 upto 01:00 P.M.** by depositing a Demand Draft for Rs. 1000/= (One Thousand Hundred only) payable at New Delhi and drawn in favour of "**Director, NIMR**" towards Tender fee. It can also be downloaded from the website of NIMR i.e. www.nimr.icmr.org.in till **03.11.2020 up to 01:00**

P.M. The bidders using the tender form downloaded from the website, are not required to submit the Tender document fee.

3. The Companies/Firms/Agencies are requested to send their bids duly completed in all respect along with Earnest Money Deposit (EMD) in the form of Demand Draft issued in favour of **Director, NIMR** drawn on any nationalised/scheduled bank **payable at New Delhi** and other requisite documents to the undersigned duly superscripted **“Bids for HIRING OF AGENCY FOR PROVIDING SECURITY SERVICES” before 02:00 p.m. on 03.11.2020**. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of any postal delay, this Institute will not be responsible.

4. The firms may send their bids both **Technical (Envelope-1** marked as **“Technical Bids for “HIRING OF AGENCY FOR PROVIDING SECURITY SERVICES”**) and **Commercial (Envelope-2** marked as **“Commercial Bids “HIRING OF AGENCY FOR PROVIDING SECURITY SERVICES”** in sealed envelope indicating the name of equipment/instrument. The conditions of prior turnover and prior experience may be relaxed for Indian Start-ups (As defined by Department of Industry Policy and Promotion) subject to meeting of quality & technical specifications and submission of certificate of Start-ups by the competent authority.

NOTE: The EMD and Tender Document Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith. The DGR sponsored firms are exempted from submitting Earnest Money Deposit (EMD).

5. The sealed envelopes are to be deposited in the tender box placed at the **Room No.405, Store Section, ICMR-NIMR, Sector-8, Dwarka, New Delhi – 110077** or may be sent through registered/speed post addressed to **Director, ICMR-National Institute of Malaria Research [ICMR-NIMR], Sector-8, Dwarka, New Delhi – 110077** .

6. Technical Bids will be opened on **03.11.2020 at 02:30 P.M.** in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day. Only one authorized representative from the firms are allowed to participate in the opening of technical bids along with authorization letter.

7. Conditional bids shall not be considered and will be rejected outright at the very first instance.

8. The validity of bids is up to will be 31 January, 2021 from the date of opening of Tenders.

9. Canvassing in any form is strictly prohibited and tender submitted by the Agency which resorts to canvassing shall be rejected.

10. The agencies are advised to visit the premises to get the onsite assessment of the work on any working day between 09:00 AM to 05.30 PM by obtaining prior appointment from the undersigned.

11. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information in is insufficient, a separate sheet may be attached, No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the company.**

12. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Director, ICMR-NIMR through the website www.nimr.icmr.org.in/www.icmr.nic.in/CPP Portal.

13. ICMR-NIMR reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, ICMR-NIMR, in this regard shall be final.

**Director
ICMR-NIMR, New Delhi**

| | | | | |
|-----|--|--|--|--|
| 18. | The agency should have License under Private Security Agency Regulation act 2005 (PSARA) | | | |
| 19. | Performance certificate of the similar services issued by Head of the Department or Institution | | | |
| 20. | Whether rates quoted are inclusive of all applicable minimum wages/allowances/taxes up to ICMR-NIMR, New Delhi or not. | | | |
| 21. | Whether rates are quoted as per format mentioned in the Commercial/price Bidding Document or not | | | |
| 22. | Certificate & Declaration (on Rs. 50 stamp paper) to the effect that the bidder is not blacklisted by any Central/State/PSU/Govt. agency or no case of any nature i.e. CBI/EPF/ESI/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against OEM and bidder. | | | |
| 23. | Acceptance of all terms / conditions towards services as mentioned in the bidding document | | | |
| 24. | Certified copies of Income Tax Returns for the last three financial years (2016-17, 2017-18, 2018-19). | | | |
| 25. | Details of ISO Certificate, if any | | | |

Date: (Signature of Bidder/Authorized representative with full name and address)

Place:

Note: Non submission of any of the above documents/information, the bids shall be summarily rejected.

Financial Bid - for providing Security Services and Drivers
(to be submitted separately in a sealed envelope)

(In Rupees)

| Name of Security Agency - | | | | | | | |
|---------------------------|--|-------------------------------------|-----------|---|-----------|--|------------|
| Sl. No. | Description | Guard – Exm (Male) as per DGR Rates | | Supervisor- Exm (Male) as per DGR Rates | | Guard (Female) as per Labour Commissioner (Central) Watch & Ward Rates | |
| | | Per Day | One Month | Per Day | One Month | Per Day | One Months |
| A | Basic incl. VDA | | | | | | |
| B | ESI@ | | | | | | |
| C | EPF @ | | | | | | |
| D | EDLI@ | | | | | | |
| E | Admin Charges@ | | | | | | |
| F | HRA @ | | | | | | |
| G | ESI On HRA@ | | | | | | |
| H | BONUS (8.33% of Min wage per month) | | | | | | |
| I | Uniform Outfit Allowance@ | | | | | | |
| J | Uniform Washing Allowance@ | | | | | | |
| K | Total | | | | | | |
| L | Relieving Charges 1/6 th of total (K above) | | | | | | |
| M | Total cost per head per day | | | | | | |
| N | Service Charges @ 14% | | | | | | |
| O | Sum Total | | | | | | |
| P | GST @ 18% | | | | | | |
| Q | Grand Total | | | | | | |
| | Grand Total for Two years in figure & words | | | | | | |

Note: -

1. Agency must quote rates as on 01.04.2020. Agency must quote all charges in figures also and not percentage only.
2. Monthly quotes must be for 30 days' month. Difference of 31/28 days will be accounted for in bills accordingly.
3. Grant Total should be rounded off to the nearest Rupee.

Date & Place

Name: Seal:

Signature of authorized person

GENERAL TERMS & CONDITIONS OF CONTRACT

A. Scope of work:

1. Providing Security Services at ICMR-NIMR, Sector -8, Dwarka, New Delhi hereinafter refers to as "Premises/Campus".
2. The agency shall provide security by deploying adequately trained and well-disciplined security personnel to safeguard the ICMR-NIMR premises, moveable and immovable assets, equipment and other items at the above address from thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other person working in/at its premises.
- 3. The Security personnel shall be deployed round the clock in 3 shifts of eight hours at the places mentioned above to safeguard the premises.**
4. Fire fighting arrangements at ICMR-NIMR, in case of fire incident.
5. The agency staff shall work under the direct supervision of security supervisor on duty and they will be deployed in three shifts. The timing of start and end of each shift should be fixed up in consultation with Security In-charge of the Institute. The supervisor of the concerned shift will submit the attendance of the personnel within 15 minutes of the commencement of the shift to Security In-charge, NIMR for verification.
6. The agency will provide proper uniform, whistle and baton for the day shift workers and five cell Torch Light for staff on night duty.
7. The agency will be fully responsible for the performance and fitness of their personnel (Guards and Supervisor). For this, the agency will have to keep close liaison with the Security In-charge, New Delhi.
8. The agency will have to maintain a round-the-clock Control Room with Telephone No., Mobile No. names of persons manning the Control room in their office for any urgent communication regarding any extra-ordinary situation, the details of which will be supplied to the ICMR-NIMR.
9. The agency will provide their own communication system to their supervisory for the coordination with the Security In-charge or Administrative Officer, NIMR, New Delhi.
10. Any other work of similar nature assigned to the agency by the ICMR-NIMR, New Delhi from time to time.
11. The period of contract shall be 24 months subject to three months trial period which may be further extended subject to satisfactory performance and mutual consent of both parties.

LIST OF ADDITIONAL CONDITIONS-(SCOPE OF WORK)

1. The Company shall provide Security to the ICMR-NIMR by deploying fair-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situation that have to be covered by security services of the company are enumerated with important but non exhaustive list as below: -
 - a. Protection of property and personnel of ICMR-NIMR
 - b. Protection of cash and documents, when so specified in transit.

- c. Protect property/cash/documents of ICMR-NIMR against burglary (where loss is due to entry breaking the entry lock/door/window/grill.)
- d. Regulate access control at gates, prevent misuse of ICMR-NIMR facilities by outsiders preventing tress-passing, unauthorized parking.
- e. Prevent loss that is on account of lapse in "access control measures" at Gates of the NIMR.
- f. Undertake fire fighting operations with the provided equipment.
- g. Prevent trespass in specified areas/offices in the office premises of the ICMR-NIMR.
- h. Regulate parking of vehicles in designated areas of the ICMR-NIMR
- i. Provide security during official functions inside the ICMR-NIMR
- j. Conduct security audits/surveys/investigations/consultancies as per requirements.
- k. Conduct periodic training of security guards.
- l. Provide security for specific functions within the ICMR-NIMR
- m. Adhere to the standard operating procedures(SOPs) given by the Administrative Officer or his / her nominee(Security In-charge) which may be modified from time to time by the Director, NIMR or his/her nominee.
- n. The company should be able to provide extra security guards at 2 days' notice.
- o. Carry out any other job assigned by the Director, ICMR-NIMR or his/her nominee in the interest of security of the Institute.

2. The agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal days as well as on off days, as the cases may be.

3. The agency shall maintain records of inward and outward movement of officers/staff of ICMR-NIMR and also regulation of guests and visitors, material and vehicles, etc. with proper check on the same as per instruction given from time to time by the Competent Authority, ICMR-NIMR.

4 The security supervisor deployed shall take regular round of the premises to maintain vigil and remain alert and maintain records of all events.

5 The security personnel shall be duly trained in fire safety operations. They should be trained to operate various fire control equipment installed at ICMR-NIMR. Mock fire drills may be organized by the Agency from time to time and a report to that behalf may be submitted to ICMR-NIMR.

6 The Agency shall keep the Director, ICMR-NIMR informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria

- 1. The bidder should be Proprietor firm, partnership firm limited company, corporate body legally constituted and should possess the required licenses, registrations under the Private Security Agencies (Regulation) Act 2005 etc. as per law.
- 2. The firms should have minimum experience of five years in providing security services to Central/State/Govt Dept/Organisation/PSUs/Autonomous body etc.

3. The turn over the bidder should not be less than 1 Crore during last three financial years (2016-17, 2017-18, 2018-19).
or should have completed two contracts of 50 Lakhs each during last three years.
And a certificate to this effect should be enclosed with the technical bids.
4. The bidders should be empanelled with Director General of Resettlement, (DGR) Ministry of Defence, Government of India.
5. The bidder should have working office in Delhi/NCR with full address, phone, mobile number, email and fax. The agency will submit the bonafied document along with the tender document.
6. There should be no case pending with the police or any government agency against the Proprietor/Firm/Partner to the Company/Agency and the bidder should not have been blacklisted by any of the central/state Govt dept/org/PSU/Autonomous body.
7. The Firm should have valid labour licence/certificate of GST/EPF/ESIC.
8. The agency shall provide the services of Security Guard and Supervisor:
 - a. The agency shall provide “Ex. Serviceman Guard and Supervisor” and a lady guard.
 - b. The Supervisor, Security Guards Drivers should be of sound physical and mental health and should be educationally qualified i.e. minimum matriculation for guard, drives and Higher Secondary School (HSC) for supervisor. Their character and antecedents must be duly verified from the concerned police station. The company/Agency should maintain proper record/document of the same. These documents are required to be produced to ICMR-NIMR whenever required: failing which their engagement shall be deemed as cancelled.
 - c. The wages should not be lower than the provisions as contained in Minimum Wages Ac 1948 read with Payment of minimum wages(amendment) Act 2017, Payment of wages act 1936, Contract Labour (Regulation & Abolition Act, 1970) and Directorate General of Resettlement Board for different categories as applicable, a certificate to that effect should be submitted with the financial bid.

C. Special Terms & Condition

1. The security services and provision for the required manpower shall be as under:
 - (a) Security Guard (Ex-servicemen)- 20
 - (b) Security Supervisor (Ex-servicemen)- 03
 - (c) Female Guard - 01

However, the above number and arrangement for the deployment of the 100% Ex-servicemen manpower is without prejudice to the rights of ICMR-NIMR to deploy the manpower in any other number or manner considered to be more suitable in its interest. The Supervisor should be of the level of JCO in Army, Navy, Air Force. The Guard should not be above the age of 45 years and supervisor should not be above the age of 50 years. All Ex-service man are required to produce Discharge Certificate.

2. The agency in all circumstances will disburse salary before 07th of every month through ECS/NEFT/Cheque facility, even if the bill is delayed by the Administration for want of any information/document/clarification or unfair practices by the Agency. It will be the responsibility of the agency to submit the bill by 10th of every month along with payment sheet duly signed by authorized representative of employer and complete in all respect.

3. The list containing the names, verified addresses, affixing a photograph along with their signatures and bio-data of each ex-serviceman to be appointed by the agency should be submitted with the technical Bid along-with attested copy of documentary proof of “Ex-servicemen” as per rules.
4. Bio-data with photo of all the employees should be submitted within seven days from award of contract for verification. The physical appearance of Security Guards in full dress be arranged before deploying them on duty.
5. The approximate number of person required to be engaged will be 21 guards (20 Male & 01 female) and 03 Supervisors (Male). However, the Director, ICMR-NIMR reserves the right to increase/decrease the number of Guards and supervisors at its discretion at any time as per work requirement and the agency shall be bound to provide the amended number as required.
6. The agency will deploy security personnel after Medical Examination at its own cost (on half yearly basis). These documents are required to be produced to the ICMR-NIMR whenever required: failing which offer letter will be treated as cancelled.
7. Any change in the personnel deployed will not be allowed without prior approval/permission of the Competent Authority, ICMR-NIMR or its authorized officer.
8. Payment to the security personnel shall be made only through ECS/NEFT/Cheque facility.
9. In case of revision in wages by Government of NCT Delhi/Ministry of Labour, Government of India/Director General Resettlement, Ministry of Defence, in writing, the corresponding revised rates shall be payable by the ICMR-NIMR after approval of the Competent Authority of ICMR-NIMR.
10. The Performance Deposit shall be returned to the agency on expiry of the contract period on furnishing usual clearance/No demand Certificate. The Performance Deposit shall be returned on the expiry and termination of the contract subject to conditions that the security agency has indemnified the 1st party, ICMR-NIMR, New Delhi for all monthly payments to the staff. The security Agency while requesting for release of the security deposit shall certify that all payments to the employees & EPF, ESI & Welfare Cess contribution have been fulfilled and that the ICMR-NIMR authorities shall not be responsible for any such payments & dues pending to the staff arising out of the decision of the labour court, if any.
11. Commencement Date, the contract shall come into force from the date of Agreement signed by both the parties. In case the agency fails to execute the job after signing the Agreement Deed or leave the job before completion of the period of contract at their own accord, the competent authority, ICMR-NIMR shall have the right to forfeit the Performance Deposit by the Agency for execution of the Contract and administrative action by DGR and firm shall be blacklisted.
12. The contract can be terminated by the 1st party (ICMR-NIMR, New Delhi) by giving one Month's notice without assigning any reason. The 2nd party (Contractor), if so desires can terminate the contract by giving three months' notice.

13. The agency should have valid license under Private Security Agency Regulation Act 2005(PSARA).

14. The agency should have Labour License under the Contract Labour (Regulation and Abolition) Act, 1970 from the appropriate authority, and shall produce the license within three months from the commencement for the contract.

15. The tender shall be awarded to firm quoted lowest rates. In addition to existing criteria for selection, in case there is any tie in the rates, the documentary support on the period of experience for engagement of personnel in the ICMR-NIMR and number of such personnel, shall be given more weightage in selection or as per Seniority of agency provided by DGR.

16. The Security agency should not have been black-listed/debarred by any organization at any time.

17. An undertaking will also be submitted by the agency that all the information & documents provided by them are correct & true. If any information & documents submitted by the agency are subsequently found to be false, the contract will be summarily rejected.

18. All the rules and regulation enforceable from time to time shall be complied with.

19. The personnel provided by the agency will at all time and for all purposes, be the employee of the agency. The Director, ICMR-NIMR shall have the right to remove any personnel from agency who is not discharging his duties satisfactorily or his conduct is found dubious or unbecoming in nature without assigning any reason. In case of any replacement of personnel so provided, all replaced persons will possess the requisite qualifications.

20. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.

21. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

22. The agency will submit the proof of deposit of EPF, ESI and GST/ service tax within 15 days from the disbursement of wages every month, to the ICMR-NIMR. Certified Copy of the vouchers in relation to ESI, EPF subscription and GST/service tax deposit with the bank/authority should be submitted every month with certified of the list of deployed drivers, security guards and supervisor against whom the amount is deposited.

23. It would be desirable that the security staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/ LMV Driving & handling of Wire-less communication/meter detector/ CCTV equipment. All Guards, Drivers & Supervisor should have working knowledge of HINDI/ENGLISH.

24. The Agency shall supply trained manpower. The Agency shall also undertake at its own expense in consultation with the ICMR-NIMR, a continuous updation of skills and processes and procedure to be followed by the security staff provided to the Institute by organizing suitable training schedules for them. The Agency shall also provide a tentative schedule / plan for training its staff for one year. A proper record of the training of its staff

shall be maintained by the agency. The manpower provided by the agency shall also be trained on the existing fire detection and alarm system and fire fighting system installed in the premises. In case of an outbreak of fire they should be able to undertake fire fighting operations, The Staff selected for deployment will compulsorily undergo ON-SITE training for at least 03 days under the Agency arrangements and expense.

25. The agency shall supply uniforms (all weather), raincoat/umbrella, with Photo Identity Cards to the persons engaged by it at the agency's cost for which no deduction should be made from the monthly wages of the security personnel so deployed by the agency. The Institute shall not allow any employee of the agency to work inside the premises without uniform except in cases where-in specifically asked for. If during the period of contract, the uniform is torn, it shall be the responsibility of the agency to supply another uniform to the persons and ensure that the persons wear uniform while they are on duty in the Institute. The agency shall supply Guard pocket inspection Books to all guards post wise at its own cost.

26. The security guards shall be normally required to work in three shifts basis, Security Guards/Supervisor will not be allowed to perform double duty and weekly offs must be given to the security Personnel.

27. The successful tenders will have to deposit a performance security @ 10% (Ten Percent) of the one-month bill (as per DGR guidelines, all wages & allowances) within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the account Payee Demand Draft or Bank Guarantee drawn in favour of **DIRECTOR, NIMR**, PAYABLE AT NEW DELHI from a Commercial Bank made in the name of Service Provider Company but hypothecated to the DIRECTOR, NIMR. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the agency.

28. The agency shall have a proper system for checking the guards on duty, days & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily/shift report should be submitted to the Security In-charge, NIMR during the office working hours.

29. The agency's supervisors shall take care of queries/matters relating to general discipline, incidents, accidents relating to the company and its employees and also for immediate interaction with the Security In-charge or Administrative Officer, NIMR, New Delhi.

30. The agency shall not be allowed to change its name after the award of the contract.

31. Biometric system should be installed by the contractor at its own cost for daily attendance in three shifts and details should be sent by email after half an hour of the commencement of each shift followed by hard copy submitted during the course of the day. The bills **shall be accompanied by attendance generated by biometric system.**

32. The security agency shall maintain all the records including verified residential address of security personnel deployed at the ICMR-NIMR. The details of the security personnel involved in any incidence/case may be kept in the safe custody/records so that

the same could be produced to the civic/ police authorities by the agency direct/ even after completion of the contract.

33. The agency is liable to be debarred for a period up to 03 years to participate in any tender/contract in the ICMR or its Institutes against any breach of the contract at the discretion of Director-NIMR. The matter may also be referred further to the DGR and other concerned Govt. authorities.

34. The checklist is not exhaustive; the bidders are requested to read all the terms & conditions before submitting their tenders.

(D) Use of electronic equipment's, gadgets and communication tools

35. The agency will provide electronic equipment like mobile phones/walkie-talkies to Supervisor and Drivers. The Agency will constitute a patrolling unit to oversee the working of security personnel especially at night hours (7:00 PM to 7:00 AM) and they will also maintain a log book to be placed for scrutiny of security officer-in-charge.

36. The agency will also provide the electronic equipment, gadgets to their supervisor, guards and patrolling party like Torches & cell & Metal Detecting devices, and other implements as also stationery for writing duty charts, registers at security check points and record keeping as per requirements.

37. The agency will bear all the expenses incurred on the above electronic equipment and gadgets.

38. The ICMR-NIMR shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The ICMR-NIMR does not recognize any employee employer relationship with any of the workers of the contractor.

39. If, as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the ICMR-NIMR from the agency.

40. If any underpayment is discovered, the amount shall be duly paid to the agency by the ICMR-NIMR.

41. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the ICMR-NIMR.

42. The bidder will have to enclose the proof/copies of the challan showing payment of statutory dues for the previous month along with monthly bills with an undertaking that all legal obligations have been fulfilled.

43. The bidder should have its own manager/supervisory/field officer to deal with emergent situation.

44. The contractor has to render report/returns to DGR as per DGR guidelines.

45. Language of Tender:-The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

46. Tendering Expenses:- The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

47. Near Relatives of all working in ICMR-NIMR or any other Institute/Centre either directly recruited/on contractual/project or working on deputation are prohibited from participating in the tender. The near relatives of this purpose are defined as

48. Non- responsive tender:-The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

- a) Tender is not accepted unconditionally.
- b) Tender validity is shorter than the required period.
- c) Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.
- d) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form.
- e) Tenderer has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- f) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law.
- g) Poor/ unsatisfactory past performance.
- h) Tenderer who stands deregistered/banned/blacklisted by any Govt. Authorities.
- i) Tenderer is not eligible as per eligibility criteria.
- j) Tenderer has not agreed for the delivery terms and delivery schedule.
- k) Financial condition of the firm is not good and not able to deliver the goods within the specified period.

49. Minor Infirmary/Irregularity/Non-Conformity: If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non- conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax/telephone etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored and subsequently be rejected.

OTHER OBLIGATIONS OF THE CONTRACTOR

50. The agency shall have full compliance with tax laws of India with regards to this contract and shall be solely responsible for the same. The bidders shall submit copies of acknowledgements evidencing filling of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc... of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

(E) Dispute Resolution

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the ICMR-NIMR, New Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payments to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

PENALTY CLAUSE

1. In case of any loss/theft of property of the ICMR-NIMR, the Director, ICMR-NIMR will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the agency by the Institute, the agency will make good the loss within a specified period or else deduction of the costs will be made from the following month's bill or from any payment due to the Agency.
2. For any breach of contract, the Competent Authority, NIMR or his/her nominees, shall be entitled to impose a penalty to the extent of Rs.5,000/- on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Competent Authority, NIMR.
3. In the event of second breach, violation, contravention of any of the terms the extent of penalty will be doubled on each such occasion. The decision of the Director, NIMR in this regard shall be final and binding upon the agency. Some of the instances at which penalty would be imposed, are enumerated herein below, the list if only indicative not exhaustive: -
 - (a) If the personnel are not found in proper uniform and displaying photo identity card.
 - (b) If the personnel found indulging in smoking/drinking/sleeping during duty hours.
 - (c) If the personnel found performing double duty.
 - (d) In case of any lapse/ default in the security.
 - (e) The agency is supposed to provide the required number of personnel, if the agency is not able to provide the same required number of personnel, a penalty for shortage of attendance will be imposed to the extent of double the wages, per day for each day of absence.
 - (f) A Penalty will also be imposed if the behaviour of personnel is found discourteous & against the public interest.
 - (g) If any Guard/Drivers/Supervisor is found performing duty, submitting a fake/forged documents supporting a false claim.

(h) The agency shall hire Ex-Servicemen from army, navy and air-force for security guards/supervisor and lady guard from civil. In case, the Agency continues to default on this account for more than three months, the contract shall be terminated with one month's notice to the agency and the same shall become liable for all consequences as per the terms and conditions forthwith.

(F) Other Terms and conditions

1. The agency shall ensure that the security personnel deployed are preferably Ex-servicemen in sound physical and mental health. The agency will get their antecedents, character and conduct duly verified from the competent authority in this regard.
2. Particular of the personnel with complete necessary details, to be deployed by the agency including their names and addresses etc. shall be furnished to ICMR-NIMR along with testimonials before they are actually deployed for the job.
3. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the ICMR-NIMR at any time without assigning any reason whatsoever.
4. A local representative of the agency shall be in-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of ICMR-NIMR, they shall work under directives and guidance of Director, ICMR-NIMR and will be answerable to ICMR-NIMR. This will, however, not effect /mitigate in any way the agency's responsibility under contract with the ICMR-NIMR.
5. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The agency shall provide necessary undertaking and documentary evidence in this regard.
6. The visitors shall be regulated as per ICMR-NIMR procedure and norms and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
7. A senior level representative of the agency shall visit ICMR-NIMR premises at least once a week and review the service performance of its personnel. During the weekly visit agency's representative will also meet the ICMR-NIMR officer dealing with service under the contract for mutual feedback regarding the work performed by its personnel and removal of deficiencies, if any, observed in their working.
8. The agency shall ensure that any replacement of the personnel, as required by ICMR-NIMR for any reason specified or otherwise, shall be effected promptly without any additional cost to the ICMR-NIMR, if the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the ICMR-NIMR at the agency's own cost.
9. The agency shall provide reasonably good uniform with name badges to its personnel deployed at ICMR-NIMR at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as belt, shoes socks, caps, torch with cane stick, gun, bullets etc. shall be borne/supplied by the agency at its cost.

10. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the ICMR-NIMR/govt. of India/ any state union territory and local authority.
11. The day to day functioning of the services shall be carried out in consultation with and under the direction of ICMR-NIMR. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with prior approval of ICMR-NIMR.
12. The agency shall be solely responsible for compliance with the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at ICMR-NIMR or for any accident/injury caused to them and the ICMR-NIMR shall not be liable to bear any expense in this regard. The agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the ICMR-NIMR for whatever reasons. The agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various law/acts, including but not limited to with the following and their re-enactments/amendments/modifications.
 - i. The payment of wages Act 1936
 - ii. The Employees Provident Fund Act, 1952
 - iii. The Factories Act, 1948
 - iv. The Contract Labour (Regulation) Act, 1970
 - v. The Payment of Bonus Act, 1965
 - vi. The Payment of Gratuity Act, 1972
 - vii. The Employees State Insurance Act, 1948
 - viii. The Employment of Children Act, 1938
 - ix. The Motor Vehicles Act, 1988
 - x. The Minimum Wages Act, 1948
13. In case of any theft/pilferage/loss/misdoing or any other offence, the agency will investigate and submit a report to ICMR-NIMR within such time as may be prescribed, liaison with the police. FIR will be lodged by ICMR-NIMR, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
14. The agency shall ensure that security staff appointed by it is fully loyal-to assist the ICMR-NIMR during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the ICMR-NIMR.
15. In case of any loss that might be caused to the ICMR-NIMR due to lapse on the part of the security personnel discharging security responsibilities, will be borne by the agency and in this connection, ICMR-NIMR shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to ICMR-NIMR besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, ICMR-NIMR shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
16. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
17. As and when ICMR-NIMR requires additional security staff on temporary or emergent basis, the agency will depute such security personnel, as may be required, under the same terms and condition for which a notice of two days will

be given by the ICMR-NIMR. Similarly, if the security personnel deployed by the agency are found absent from duty or sleeping or found engaged in irregular activities any time, the ICMR-NIMR shall deduct the requisite amount at the pro-rata basis from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

18. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The agency shall submit to ICMR-NIMR an attested photocopy of the attendance record copy of wages sheet, copy of ESIC & EPF deposited form and enclose the same with the monthly bill.
19. The ICMR-NIMR shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
20. There would be no increase in rates payable to the agency during the contract period except reimbursement of the statutory wages as may be revised by the Government.
21. The Income-tax/GST as applicable shall be deducted from the bill unless exempted by Income/Sales tax Department/any other law for the time being in force.
22. The security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the Registers kept at the security Desk/Booth wherever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
23. In case of noncompliance/non-performance in terms of the contract, ICMR-NIMR shall be at liberty to make suitable deductions from the bill without prejudice to its rights under other provision of the contract and that the services shall be delivered to the complete satisfaction of ICMR-NIMR.
24. The agency shall be solely liable for all payments/dues of the workers employed and deployed by it. The agency shall fully indemnify ICMR-NIMR against all the payments claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment / work in ICMR-NIMRI premises/facility.
25. Set Off: Any sum of money due and payable to the contractor (including performance deposit) under this contract may be appropriated by ICMR-NIMR and set-off against any claim of ICMR-NIMR for the payment of any sum of money arising out of or under this or any other contract made by the contractor with ICMR-NIMR.
26. The decision of ICMR-NIMR in regard to interpretation of the Terms & conditions and the agreement shall be final and binding on the agency.
27. In case of any dispute between the agency and ICMR-NIMR. ICMR-NIMR shall have the right to decide, however local court located at Delhi shall have exclusive jurisdiction to adjudicate the dispute arising out of or in relation to this contract.
28. In case of any dispute or differences arising under the terms of this agreement the same shall be settled by reference to arbitration by a sole arbitrator to be appointed by ICMR-NIMR. The provisions of arbitration and Conciliation Act 1996(as amended from time to time) shall be applicable.
29. Any violation of instruction/agreement of suppression of facts or any misrepresentation shall repudiate the agreement without any reference.

30. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: these terms and conditions are part of the Contract/Agreement as indicated in the Agreement between ICMR-NIMR and the agency and any non-compliance shall be deemed as breach of the contract/Agreement.

G. Site visit

Any site information given in this tender document is for guidance only. The tenderers are advised to visit and examine the site of works and its surroundings at his/her/their cost and obtain for himself/herself on his/her own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The agency shall be deemed to have inspected the site and its surrounding beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the tender.

H. Payment:

1. Contractor will submit monthly pre-receipted (affixing the Revenue Stamp) bills dully supported with necessary check list, log sheets etc. along with the proof of deposit of ESI, PF and service tax (if applicable) copy of attendance sheet, copy of wages payment sheet etc. ICMR-NIMR will make payment to the contractor within one month after receipt of the bills after deduction of applicable taxes/TDS/GST etc.
2. If the checklist, log sheets and instructions of ICMR-NIMR does not show proper compliance of works to be done by the contractor as per schedule: ICMR-NIMR will make suitable deduction from the contractor's bills. If the contractor fails to maintain the services as per contract, in such event ICMR-NIMR will deduct actual cost incurred on this work plus 5% extra for departmental service charges.
3. In case of short deployment of manpower as given in the contract, ICMR-NIMR will make suitable deduction from the bills on the basis of minimum wages as applicable.
4. The contractor shall be responsible of proper maintenance of decorum, punctually, discipline and work output. The staff at site will be in uniform with identity card provided by the contractor. The colour of uniform will be decided by ICMR-NIMR.

I. Clarification of Tender Documents

- (a) The tenderers are expected to examine carefully all the contents of the tender documents including instruction, condition, forms, terms, etc and take them fully into account before submitting his/her offer. Failure to comply with the requirement as detailed in these documents shall be at the tenderers own risk. Tenderers which are not responsive to the requirement of the tender documents will be rejected.
- (b) The tenderers shall not make or cause to make any alternation, erasure or obliteration to the text of tender documents.
- (c) Each agency shall submit only one tender. The tenderers who submit more than one tender for the same work will be disqualified. While all efforts have been

made to avoid error in the drafting of the tender documents, the tenderers are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

(On the letter head of Tenderer)
Application Form (to be signed by the authorized signatory,)

The Director
ICMR-NIMR
Sector-8, Dwarka
New Delhi 110077

Subject: Offer of Providing Round the clock Security Services to ICMR-NIMR- Reg,

Ref: TENDER No. NIMR/TENDER/SECURITY/2020-2021

Dear Sir,

1. I/We for and behalf of M/s..... beg to offer the Technical and as well as Commercial Bid for participation in the tender No. **NIMR/TENDER/SECURITY/2020-2021** for supplying, installation and testing of.....(Name of Equipment/ instrument) hereby submit our bid for the same.
2. It is certified that the offered services are technically sound and satisfies the prescribed requirement of providing specific and trained manpower for security.
3. It is certified that I/we have read all terms and conditions of the tender documents mentioned on each page before submitting the same and all the terms and conditions (General and Special, financial) are acceptable to us and unconditionally agreed to abide by all the said terms and conditions.
4. It is certified that we agree to keep the offer valid **up to 31.01.2021**.
5. I/WE are enclosing herewith the Demand Draft No(separate tender documents alongwith each requisite documents and EMD shall be submitted for each equipment separately) dated..... for **Rs...../- and Demand Draft No..... dated..... for Rs. 1000/- drawn in favour of Director, NIMR (payable at New Delhi) towards Tender Fee and EMD / Bid Security respectively.**
(TENDERS NOT ACCOMPANIED WITH EMD/ BID SECURITY ALONG WITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).
6. It is certified that the Technical bid (**along with checklist, page numbers and related documents**) and Commercial/Financial bids have been completed and signed and sealed separately and submitted with offer for consideration, evaluation and competition.
7. I/We hereby agree to abide by all the terms and conditions, stipulated by the ICMR-NIMR, New Delhi in connection with providing security services, terms and conditions, penalty etc. Technical bids and Commercial bids have been sealed separately and are being submitted under separate covers, and sheets and shall be considered on their face value.
8. I/We have noted that overwritten entries shall be duly cut & rewritten and initiated.
9. Tenders are duly signed and stamped. (No thumb impression should be affixed).
10. Proprietary Article Certificate (if applicable) and authorization certificate issued by the OEM/proprietor in original are enclosed.
11. I/we hereby undertake that the agency and bidder are not blacklisted by any Central/State/PSU/Govt. agency or no case of any nature i.e. CBI/FEMA/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against OEM and bidder.

12. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen) days from the date of issue of the letter of acceptance/purchase order in term of accepted term and conditions, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Yours faithfully,

Encl: As above

Date: (Signature of Bidder/Authorized representative with full name and address)

Place:

**POWER OF ATTORNEY
(On a Stamp Paper of relevant value Rs 100/-)**

I/ We..... (name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no..... for (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 2020 For_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

(to be submitted by the bidder with technical bids)

| Contract No./ Supply Order No. | Name of the Purchaser | Description of Work | Qty. Supplied | Value of Contract (Rs. in Lakhs) | Date of Issue of Work Order | Stipulated period of Completion | Actual Date of Completion |
|---------------------------------------|------------------------------|----------------------------|----------------------|---|------------------------------------|--|----------------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

* Attach Certificate(s) of Payments.

Signature

Date and seal of the bidder

Annexure –IV

DECLARATION

(On letter head and to be submitted by the bidder with technical bids)

From :-

M/s. _____

To,

**The Director
ICMR-National Institute of Malaria Research
Sector-8 Dwarka
New Delhi-110077**

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director authorized signatory of the
agency/Firm, mentioned above, is competent to sign this declaration and execute this tender
document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake
to abide by them;

3. 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 document would lead to rejection of my tender at any stage
besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency
was or is Proprietor or Partner or Director of any Agency with whom the Government have banned
/suspended business dealings. I/We further undertake to report to the Director, ICMR-NIMR, New
Delhi immediately after we are informed but in any case not later 15 days, if any Agency in which
Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is
banned/suspended in future during the currency of the Contract with you.

Yours faithfully,
(Signature of the Bidder)

Date:
Place:
Seal of the Agency

Name:
Designation:
Address:

CERTIFICATE REGARDING NEAR RELATIVES

(on the letter head of the firm and (to be submitted by the bidder with technical bids)

I/we.....S/o/D/o..... resident of
hereby certify that none of my/our relative (s) as defined in clause..... Of the Section in the
tender document is/are employed in ICMR/NIMR. In case, at any stage, it is found that the
information given by me is false/incorrect, ICMR-NIMR shall have the absolute right to take away
any action as deemed fit including rejection of bids without any prior information to me/us.

Place:-

Date:-

Signature and Seal of the Manufacturer/Bidder

Annexure-VI A

To,
.....,
.....,
.....

Sub:

Dear Sir,

It is here by declared that ICMR-NIMR is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ICMR-NIMR, New Delhi.

Yours faithfully,

Director
ICMR-NIMR

To,

**The Director
ICMR-National Institute of Malaria Research
Sector-8 Dwarka
New Delhi-110077**

Sub:

Dear Sir,

I/We acknowledge that ICMR-NIMR, New Delhi is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, fail-ing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAK-ING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE AC-CEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ICMR-NIMR, New Delhi. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ICMR-NIMR, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorised signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on
be-half of ICMR-NIMR (to be submitted by the bidder with technical bids)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of20.....

BETWEEN

Director, ICMR-NIMR, New Delhi, (Hereinafter referred as the institute, ‘Principal/Owner’, which
expression shall unless repugnant to the meaning or context here-off include its successors and
permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the (Details of duly
authorized signatory)
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof
include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational
procedure, contract for.....
(Name of work)
hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules,
regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s)
and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions
of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract
between the par-ties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby
agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to
observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in
connection with the Tender, or the execution of the Contract, demand, take a promise for
or accept, for self or third person, any material or immaterial benefit which the person is not legal-ly
entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and rea-son.
The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s)
the same information and will not provide to any Bidder(s) confidential / additional in-formation
through which the Bidder(s) could obtain an advantage in relation to the Tender process or the
Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent **practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) **Forfeiture of EMD/ Performance Guarantee/ Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ICMR-NIMR, New Delhi

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
 (For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor) WITNESSES:

1. 2.

(signature, name and address)

(signature, name and address)

Place Date

(To be submitted by the bidder with technical bids)

CERTIFICATE & DECLARATION

1. It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. I/We understand that ICMR-NIMR, New Delhi is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.
2. In case it is established that any information provided by me/us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further ICMR-NIMR, New Delhi is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
3. I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.
4. Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization and also no case of any nature i.e. CBI/EPF/ESI/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against us.

Date
Place
Stamp

Signature of the Tenderer

Note: This certificate should be executed on duly notarised ` 50/- NJ Stamp Paper.

**Banking information for payment through PFMS/Letter of Credit
(To be submitted by the bidder with technical bids)**

Banking details for e-payment is as under:

| S. No. | Details | |
|--------|-----------------------|--|
| 1. | Name of firm | |
| 2. | Name of Bank | |
| 3. | Branch Name & Address | |
| 4. | Account Name | |
| 5. | Account Type & Number | |
| 6. | IFSC Code | |
| 7. | MICR Code | |
| 8. | Email ID | |
| 9. | Contact Number | |

Date
Place Stamp

Signature of the Tenderer