

**TENDER FOR ENGAGEMENT OF DGR
EMPANELLED SECURITY MANPOWER
AGENCY
AT ICMR-NIRRCH**

**ICMR – NATIONAL INSTITUTE FOR RESEARCH IN
REPRODUCTIVE AND CHILD HEALTH, MUMBAI
(Indian Council of Medical Research, New Delhi)
Department of Health Research,
Ministry of Health and Family Welfare Government
of India**

Published Date	: 07.05.2024
Last date of receipt of Tender	: 27.05.2024
Date of opening	: 30.05.2024

Address
ICMR-NIRRCH, J. M. Street, Parel, Mumbai – 400012
Tel.: 020-24192118 Email: admin@nirrch.res.in
Websites: nirrch.res.in / www.icmr.nic.in

**ICMR - NATIONAL INSTITUTE FOR RESEARCH IN
REPRODUCTIVE AND CHILD HEALTH, MUMBAI**
(INDIAN COUNCIL OF MEDICAL RESEARCH)

J. M. Street, Parel, Mumbai – 400012

No. C-11011/55/2023/01

Date: 07.05.2024

NOTICE INVITING TENDER (NIT)

To, Sponsored/Registered Agencies of
Directorate General Resettlement (DGR)

DUE DATE FOR RECEIPT OF BID ON OR BEFORE 27.05.2024 by 11.00 AM
--

SUB: Tender Enquiry for engagement of Security Services Agencies Sponsored / Registered with DGR on Contract Basis for in ICMR-NIRRCH, Mumbai.

Sir/Madam,

ICMR – National Institute for Research in Reproductive and Child Health, Mumbai is functioning under the aegis of the Indian Council of Medical Research, Department of Health Research, Ministry of Health & Family Welfare, Government of India, New Delhi.

We intend to invite Tender Enquiry to award annual contract for engagement of the DGR sponsored/registered Agencies for Security Services for ICMR-NIRRCH, Mumbai, as per the combined requirement of the following minimum contractual staff. Agencies are requested to submit detailed bid in the prescribed format **under two bid system** in separate sealed covers i.e. **Technical Bid and Financial Bid**, duly super scribed with our Enquiry Number, Due Date, Time and Subject, so as to reach this Institute well before the due date and time.

Tender documents may be downloaded from the Institute's website web site www.nirrch.res.in or www.icmr.gov.in and CPPP site <https://eprocure.gov.in/eprocure/app>. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Director, ICMR-NIRRCH through the website www.nirrch.res.in or www.icmr.gov.in and CPPP site <https://eprocure.gov.in/eprocure/app>.

The security services and provision for the required manpower shall be as under:

S.N.	Particulars and description	Minimum manpower required (Including shift duties)	Remarks
1.	Unarmed Security Guards (Ex-service or Ex-Paramilitary persons)	26	For round the clock Security Services on 24 x 7 x 365 basis for 5 different locations viz 1. ICMR-NIRRCH main building, 2. NCPBR, Sasunavghar, Vasai Thane 3. Worli Staff Quarters cum International Guest House 4. Borivali Staff Quarters 5. Dahisar Staff Quarters

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

Sd/-
Director, ICMR-NIRRCH

ICMR-NIRRCH, MUMBAI

SCOPE OF WORK/CONTRACT

PROVIDING ROUND THE CLOCK SECURITY SERVICES TO ICMR-NIRRCH

The Agencies registered / sponsored with DGR will have to provide high standard of trained and experienced Security Guards (without Arm) those who are 100% from ex-servicemen category, as required from time to time during the contract period by ICMR-National Institute for Research in Reproductive and Child Health, Mumbai, subject to the initial minimum requirement of Security Staff as per details provided in the enquiry on the following terms & conditions: -

- i) To provide round the clock (24x7x365) safety and security of all land, buildings, fitting, furniture, plant and machinery, moveable and immoveable properties of ICMR-NIRRCH, Mumbai.
- ii) Safety of plants, trees & shrubs, electric overhead installations, water pipelines, boundary walls etc. of ICMR-NIRRCH, Mumbai and its properties from time to time.
- iii) To identify and allow the employees of ICMR-NIRRCH, Mumbai to perform them their official work / duty.
- iv) The Security Guards deployed by the agency shall ensure that there is no unattended object inside the ICMR- NIRRCH 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.
- v) 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.
- vi) To ensure that no employee is permitted beyond duty hours, except with special permission assigned by the appropriate authorities / designated Officers of the Institute. The Security staff shall record the entry of employees attending work on holidays including the vehicles those are entering the Institute.
- vii) 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.
- viii) The Security Guards posted for indoor duties shall be in possession of all required keys for opening escape doors in case of emergency.
- ix) The Security Guards shall be conversant with operation and monitoring of all modern security gadgets. And keep 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.

- x) The Security staff will inspect and monitor the vehicles entering and making exit from the Institute and its properties. They shall ensure that nothing illegal or detrimental is done to the safety and security of the employees, as well as moveable and immovable properties of the Institute.
- xi) The security staff shall permit entry to visitors / vendors after confirming from the concerned department / officers of ICMR-NIRRH, Mumbai & issue Gate pass/es only to perform official works. They will maintain separate register for this purpose and will provide to appropriate authority of the Institute as and when called for security reasons / verifications etc.
- xii) The security staff shall allow the entry & exit of any stores / materials only after verifying the appropriate Material Gate Pass / Delivery Challan. Before scrutiny of the Gate Pass/ Delivery Challan, it will be compulsory for the Security staff to physically verify and check the stores / materials.
- xiii) In case of natural emergencies like flood, fire, earthquake etc., the security staff must be trained enough to evacuate the staff, moveable properties etc. and should initiate immediate action to inform the Police, Fire and other required departments as quickly as possible as part of their quick action plan.
- xiv) The Security staff shall ensure to watch the proper locking system of premises, common area etc. In case of any theft, breakage, pilferage of any fixture and / or fittings, furniture, equipment, instrument, machineries etc. the responsibility shall be of the Security personnel and they will immediately report the same to the appropriate authority of the Institute. In the circumstances, after Institutional enquiry, it is found that the loss has occurred due to the negligence of the Security Staff on duty, ICMR-NIRRH, Mumbai will have full discretion / power to recover the loss in full or adjust from the dues or from the performance guarantee submitted by the Agency/Contractor. The decision of the Director, ICMR-NIRRH in this regard will be final and binding on the Agency/Contractor.
- xv) The Security staff must be able to promptly answer query of visitors or telephone calls and have communication skill of replying in courteous manner.
- xvi) The Institute will conduct surprise check/s at regular intervals by the authorized Officer. During this surprise check, if a Security Staff is found negligent / sleeping / illegal activity / drunk or consumption of any interactive product on duty, the Agency/Contractor will have to withdraw the staff immediately from the premises forthwith. This may even entail cancellation / termination of contract henceforth.
- xvii) The Agency/Contractor shall provide proper uniforms (all weather), raincoat/umbrella, Identity Cards, badges, whistles, lathi, umbrellas, raincoat, torch and other necessary gadgets etc. to Security personnel for proper vigilance at ICMR-NIRRH, Mumbai and its properties.
- xviii) The Agency/Contractor to ensure that all Security personnel deployed at ICMR-NIRRH, Mumbai shall be in sound health, free from contagious

disease, physically fit, well in shape, able to run, jump and grip. Apart from their respective C&A Report, the Agency/Contractor **shall submit the Medical Fitness Certificate** to the Institute.

- xix) It will be the duty of the contract security personnel to monitor all the CCTV cameras of the Institute and immediately report if any suspicious behaviors and incidents to the respective In-charge / Caretaker. The complete control of CCTV cameras will be in the hands of permanent officers deputed by the Director of the Institute.
- xx) A separate security guard should be deployed for each shift. Same security guard should not be deployed for double / next shift on the same day. Security guards should not be deployed on duty for more than 8 hours in a day. A reliever should be placed on seventh day in place of the guard working for six days.
- xxi) On days of National importance viz. 26th January, 15th August etc. the Security personnel will carry all codal formalities of hoisting the National Flag, marching parade, guard of honor, National Anthem etc. They are highly expected to wear washed ironed uniform, polished shoes, Barrett cap etc. while executing the code of conduct of the ceremony.
- xxii) The Agency/Contractor is responsible for deputing the guards / supervisors as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the Agency/Contractor to provide replacement for the same.
- xxiii) The Security Guards deployed by the Agency should be trained in operation of the firefighting equipment of ICMR- NIRRCH. The trained persons should be well conversant with the type of equipment to be used for a particular type of fire.
- xxiv) The Security Guards deployed by the Agency are to carry out thorough search at strategic points periodically.
- xxv) Any other security measures, as deemed fit, in case of security issues in the interest of the Institute.
- xxvi) 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.
- xxvii) 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.
- xxviii) The agency will bear all the expenses incurred on the above electronic equipment and gadgets.

- xxix) 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.
- xxx) The requirement of category wise manpower will be as under:
- xxxi) Unarmed Security Guards (Ex-servicemen): 26 nos

Signature, Date and Seal of the Agency/Contractor

ICMR-NIRRCH. MUMBAI

TERMS AND CONDITIONS

- 1) Contract period will be initially for one year extendable up to 3 years, if services found satisfactory to provide Security services at ICMR-NIRRCH, Mumbai. The Institute reserves all rights to extend or reduce the period of contract at the discretion of the Director, ICMR-National Institute for Research in Reproductive and Child Health, Mumbai.
- 2) On the basis of DGR sponsorship letter only, the agency will participate and also eligible for Tender Enquiry inviting for Security Services by the Principal Employer. DGR sponsored Ex-Serviceman (ESM) are not required to deposit Earnest Money Deposit (EMD) and Tender fee.
- 3) Institute reserves the rights to terminate the contract by giving one-month notice at any time on the ground of unsatisfactory services provided by the Agency/Contractor or any other ground detrimental in the interest of the Institute. The Institute will be sole judge in these regards. Decision regarding whether the security service is effective / proper / timely maintaining etc. shall be with the Institute.
- 4) Interested Agencies may visit our Institute on any working day between 15.00 to 16.00 hours and quote their rates thereafter. The duly filled Tender should be accompanied by a certificate that the Agency/Contractor has visited the Institute and understood the scope / nature of work. No claim what so ever shall be entertained regarding the ignorance about the site conditions on later date.
- 5) Offer must be kept open for six months from the date of submission of the Tender.
- 6) The Director, ICMR-National Institute for Research in Reproductive and Child Health does not bind to accept only the lowest quotation and reserves the right to accept or reject any Tender without assigning any reason thereof. Parallel contract may also be awarded to other Agency, as per the discretion of the competent authority of the Institute.
- 7) Any dispute arising out of the terms of this contract on the interpretation of any clause herein shall be settled by mutual discussion between the Institute and the Agency/Contractor. The Director, ICMR-National Institute for Research in Reproductive and Child Health will be the final authority in resolving such disputes and the decision will be finding and binding on the Agency/Contractor.
- 8) The Agency/Contractor should possess the requisite registration license of Shop Act / Establishment, Private Security Agency (Regulation) Act 2005 (PSARA) License, Contract Labour (Regulation and Abolition) Act 1970 (CLRA) License, ESI, EPF, GST, Professional Tax, TDS and other relevant license from State / Central government departments as applicable from time to time. The Agency/Contractor will have to maintain registers / records as required under the provision of various acts and complete the formalities prescribed there under. Institute shall not be responsible in any way for any

breach of these rules and regulations by the Agency/Contractor. **The tender with service charge less than the TDS value shall not be entertained and considered for further bidding process.**

9) **As per DGR, Mumbai city comes under 'A' category area.**

10) The Agency/Contractor shall pay the wages of the personnel by bank transfer/RTGS/NEFT by 7th day of each month positively and shall comply with the statutory regulation relating to EPF, ESI, Bonus etc. (if applicable). The details / documentary proof of payment released by the Agency/Contractor to the personnel shall be provided along with bank statements of security personnel to whom payments have been released by day of every month.

11) In case it is noticed and found by ICMR-NIRRCH at any stage that the statutory regulations relating to EPF, ESI, Bonus etc. are not being complied with by the Agency/Contractor, then ICMR-NIRRCH shall have the right to deduct and withhold up to 50% of that dues of the Agency/Contractor till the time the proper documents showing proof of compliance are not submitted to the ICMR-NIRRCH.

12) The contract employees shall be paid wages and other all statutory allowances as per DGR guidelines issued from time to time.

13) Any payment due to the workmen employed by the Agency/Contractor shall be sole responsibility of the Agency/Contractor. If penalized for non-compliance of any of the legal requirements, the Agency/Contractor shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the Principal Employer.

14) The Agency/Contractor shall fully indemnify the Principal Employer against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws / Acts in relation to the Contract.

15) The Service provider shall employ only Security Guards who have been completed eighteen years of age and not above 55 years of age.

a) Security agency shall employ security personnel who satisfy about his/her character and antecedents and has completed the prescribed security training. The Service provider shall only engage manpower fulfilling such physical standards as prescribed in the PSRA 2005 and rules. Further manpower shall satisfy any other conditions as may be prescribed in relevant rules.

b) No person who has been convicted by the Court of Law or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be deployed by the service provider.

c) The Service provider, while employing a person shall deploy a person who

has served as a member in Army, Navy and Air force or other central paramilitary forces, Central Police forces, even for posts which are not specifically indicated as that of Ex-service man in the roles and responsibilities.

- d) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the ICMR-NIRRCH, Mumbai (Maharashtra).
 - e) The service provider shall deploy his personnel only after obtaining the approval of ICMR- NIRRCH upon duly submitting curriculum vitae (cv) and police verification details of personnel ICMR-NIRRCH (Maharashtra) shall be informed at least one week in advance and service provider shall be required to obtain approval of ICMR-NIRRCH, Mumbai (Maharashtra) for all such changes along with their CVs.
- 16) The Agency/Contractor shall on their own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Principal Employer.
 - 17) The Agency/Contractor will deposit the GST with concerned authority as applicable and submit the documentary proof of same to the Principal Employer from time to time.
 - 18) The Agency/Contractor shall ensure that all grievances and complaints of their workmen are redressed only by them and in no circumstances they shall allow to forward such grievances to any of the authority of the Principal Employer.
 - 19) The Agency/Contractor shall ensure that the payment of wages to the workmen employed by him shall be made by RTGS / NEFT and provide us with the bank statement copy for having transferred the amount to each individual as proof.
 - 20) Attendance muster cum wages register maintained of personnel deployed should be duly signed with In-Out Timings by the individual employees and countersigned by the representative of the Agency/Contractor and ICMR-NIRRCH.
 - 21) All employees have to be paid wages, special allowance at rates, not lesser than the minimum rates prescribed by the Government under relevant rules from time to time. All the statutory payments and wages as per prevalent applicable Minimum Wages Act to its employee shall be the responsibility of the Agency/Contractor and the Institute shall not be responsible for any lapse on the part of the Agency/Contractor in this regard.
 - 22) All personnel employed by Agency/Contractor shall be engaged by him as their own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws / Industrial Laws of the country, shall be that of the Agency/Contractor. The Agency/Contractor shall specifically ensure compliance with the following Laws / Acts and their Enactments / Amendments: -

- i. The Contract Labour (Regulation and Abolition) Act, 1970
- ii. The Contract Labour (Regulation and Abolition) Central Rules. 1971
- iii. The Minimum Wages Act, 1948
- iv. The payment of Wages Act, 1936
- v. The Workmen's Compensation Act, 1923
- vi. The Employees' Provident Funds and Misc. Provision Act, 1952
- vii. The ESI Act, 1948
- viii. The Payment of Bonus Act, 1965
- ix. The Payment of Gratuity Act, 1976
- x. GST Act
- xi. Income Tax Act

- 23) The Agency/Contractor shall abide by provision of the other rules and regulations of Government issued from time to time to this effect.
- 24) All the employees shall be covered by EPF & ESI as per their eligibility under EPF & ESI Act and appropriate deductions may be made from the salary / wages as per the provision of the payment of Wages Act.
- 25) None of the employees of the Agency/Contractor will have any right on facilities offered by the Institute to its staff. The deployed manpower shall not be treated or considered as employees of ICMR-NIRRH, Mumbai under any circumstances.
- 26) In case of loss of property due to the theft / negligence of the Agency/Contractor during the contract period, the cost of properties shall be borne by the Agency/Contractor and such loss of property shall be recovered from the monthly bills or security deposit of the Agency/Contractor.
- 27) A clientele list with their name, address and telephone numbers where the Agency/Contractor is presently rendering its services / has rendered its services along with the performance certificate issued by such establishments must be enclosed.
- 28) The employees engaged by the Agency/Contractor should observe the discipline and office decorum during their course of employment.
- 29) Absence or deploying less or fewer personnel shall be liable for penal recovery from monthly bills.
- 30) The Agency/Contractor should supply reliable person after thoroughly checking their personal identity with police verification of each person employed. The credential of the employed contractual staff will be checked by ICMR-NIRRH authorities. One set of verified documents must be provided for records.
- 31) The appropriate payments of wages and other benefits to the employees of the Agency shall be the EXCLUSIVE RESPONSIBILITY OF THE AGENCY and persons so employed by the agency shall have NO CLAIM whatsoever on the ICMR-NIRRH, Mumbai of his failure to comply with any of the statutory provisions.

- 32) The Agency/Contractor/Contractor should issue identity cards to their employees, strictly instruct them to wear during working hours and make available for inspection at any time.
- 33) All personnel employed by the Agency/Contractor shall be medically fit during the course of employment at ICMR-NIRRCH.
- 34) The Agency/Contractor shall supply good quality uniforms to their employees and strictly instruct to wear during working hours. Any employees found improperly dressed will be treated as absent and Agency/Contractor shall bind to provide immediate replacement in such cases.
- 35) If the DGR empanelment certificate of the Agency/Contractor is canceled or withdrawn by the DGR, the same should be intimated to the Institute by the Agency/Contractor immediately.
- 36) The number of manpower requirement is indicative. The actual numbers required may differ at the sole discretion NIRRCH, Mumbai. Institute may downsize or upsize the deployment of Security Guards by 25% during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 37) ICMR-NIRRCH, Mumbai (Maharashtra) will not accept any claim in the event of any of the Agency/Contractor's 's employees sustaining any injury, damages or loss of a life of a person either inside or outside of the Institute's premises.
- 38) The Contract Labour (Regulation & Abolition) Act, 1970 and Rules 1971 there under and the Central / State Rules as modified from time to time are applicable to this Contract. The Agency/Contractor shall also indemnify Principal Employer from and against any claims under the aforesaid Act and the Rules.
- 39) Principal Employer shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- 40) All the workers employed by Agency/Contractor shall be considered as employees of the Agency/Contractor and they shall not make any claim in respect of employment and or other service benefits from the Principal Employer in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the Agency/Contractor and the employees shall be entirely the dispute between them only. The Principal Employer shall not in any manner be a party to it. The Agency/Contractor will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome. The man power deployed shall not have any claims of master and servant relationship vis-a-vis ICMR-NIRRCH, Mumbai (Maharashtra) nor have any principal and agent relationship with or against ICMR-NIRRCH, Mumbai.
- 41) The Agency/Contractor whose tender is accepted shall obtain a valid labour license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid License until the

completion of the contract.

- 42) In case the workers engaged by the Agency/Contractor have any grievances, the same should be resolved by the Agency/Contractor without creating any disturbance in the Institute. On expiry of the contract, the Agency/Contractor to undertake the responsibility to leave the premises in peace with all the workers without creating any disturbances to the Institute. The Agency/Contractor will be solely responsible if the employees misbehave or create problems to the Institute; such employees may be removed from their duties immediately and shall provide replacement.
- 43) Institute has a right to modify any conditions as and when required with the mutual understanding with the Agency/Contractor.
- 44) The proprietor or his subordinate shall visit Institute at least twice in a month to ensure supervision and smooth functioning of the Agency/Contractor contract.
- 45) The contractor shall not be allowed to sub-contract any part of the contract without prior consent of ICMR-NIRRCH, Mumbai. If such consent is given, this shall not relieve the tenderer from any liability or obligation under the contract and he shall be responsible of the acts / defaults and neglects of any sub-contractor, his agents or workmen as if they were the acts, defaults or neglects of the tenderer, agents or workmen.
- 46) In case of any ambiguity/ dispute in the interpretation of any of the clauses/terms and condition, Director, ICMR-NIRRCH's interpretation of the clauses/terms and conditions shall be final and binding on all the parties. The jurisdiction of arbitration shall be Mumbai.
- 47) The bidders should have a registered office or branch office in Mumbai Metropolitan Region (MMR) (Mumbai, Mumbai Sub-urban, Navi-Mumbai, Thane, Kalyan etc) which should be capable to coordinate with ICMR-NIRRCH, Mumbai.
- 48) 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-NIRRCH from the Agency/Contractor.

49) PENALTY CLAUSE

- i) In case of any loss/theft of property of the ICMR-NIRRCH, the Director, ICMR-NIRRCH will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Agency/Contractor by the Institute, the Agency/Contractor 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/Contractor.
- ii) For any breach of contract, the Competent Authority, NIRRCH 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/Contractor 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, NIRRCH.

- iii) 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, NIRRCH in this regard shall be final and binding upon the Agency/Contractor. 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/Contractor is supposed to provide the required number of personnel, if the Agency/Contractor 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/Contractor shall hire Ex-Servicemen from army, navy and air-force for security guards/supervisor and lady guard from civil. In case, the Agency/Contractor continues to default on this account for more than three months, the contract shall be terminated with one month's notice to the Agency/Contractor and the same shall become liable for all consequences as per the terms and conditions forthwith.

50) PERFORMANCE GUARANTEE:

- i. The successful bidder shall be required to submit a Performance Security equivalent to 10% of the contract value in the form of Bank Guarantee (including e- Bank Guarantee)/ Demand Draft/Insurance Surety Bonds/Fixed Deposit receipt from a commercial bank issued or online payment in an acceptable form.
- j. The performance Guarantee will remain valid for 60 days beyond the

date of completion of all contractual obligations of the service provider.

- k. The Performance security will be forfeited and credited to the ICMR-NIRRCH, Mumbai (Maharashtra) account in the event of breach of contract by the contractor.
 - l. The Performance Security will be refunded to the Service provider without interest after the service provider duly performs and completes the contract in all respects.
- 51) The successful bidder shall be required to enter into an Agreement on stamp paper worth 500/- in the format approved by ICMR-NIRRCH, Mumbai containing inter-alia all the terms and conditions of the contract.
- 52) The successful Tenderer shall, within 7 days from the date of receipt of communication of acceptance of quotes from ICMR-NIRRCH, Mumbai shall intimate his acceptance of the order. An Integrity Pact shall be submitted by the successful Tenderer.
- 53) ICMR-NIRRCH 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.
- 54) On receipt of the approval from ICMR Hqrs, New Delhi, the work order will be issued.

Signature, Date and Seal of the Agency/Contractor

ICMR-NIRRCH, MUMBAI

RATES / QUOTATION

- 1) The Agency/Contractor has to claim the GST as revised by the government from time to time.
- 2) The Agency/Contractor shall not be entitled to any additional payment during the period of contract except revised special allowance / variable dearness allowance / basic pay etc. depending on the appropriate government orders from time to time, with permission of the competent authority.
- 3) **Successful Agency/Contractor have to enter into agreement with the Institute as per detailed terms and conditions and to pay Bank Guarantee should be up to a maximum limit not exceeding 10% of one month's wage bill to the Institute, which shall bear no interest.** The Bank Guarantee will be released to the Agency/Contractor on written request within a period of two months after completion and fulfilling of all the liabilities of the contract.
- 4) Nil Service charges are not acceptable and such bids shall be rejected.
- 5) **The contract employees shall be paid wages and other all statutory allowances as per DGR guidelines issued from time to time.**
- 6) The Agency/Contractor can submit bills once in a month by 1st day of every month and payment will be made by Crossed Cheque / Demand Draft / online (PFMS) after thirty days after receipt of bill along with copy of ESI & EPF deposit list of previous month. TDS will be deducted as per prescribed rate every month. Agency/Contractor should make payment to its workers on or before 7th day of every month. The Agency/Contractor should pass on all the benefits offered by the Institute to the contractual staff and mandatorily make the payments to the staff through electronic bank transfer only and issue monthly pay slips separately. Documentary proof of their payments should be attached to the bills along with the following documents:
 - a) Attendance Sheet.
 - b) Salary Sheet indicating earnings and deductions.
 - c) Bank statement for proof of transfer of wages.
 - d) Statutory remittance copies of EPF, ESI, Professional Tax, GST etc.
 - e) Statement of ESI and EPF of each security personnel deployed and its bank remittance statement.
- 7) **Criteria for shortlist will be exclusive of GST.**
- 8) The Agency/Contractor shall confirm to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. **They will be liable for the deduction of TDS @ 2% (current rate)**

on the total bill as per provision of the Income Tax Act, or as applicable from time to time. Apart from this, the Agency/Contractor shall also pay GST on the gross bill, if applicable, at the rates as applicable from time to time. The Agency/Contractor will submit a copy of the receipt to the office of the Director ICMR- NIRRCH, Mumbai.

- 9) All Tenders must be sealed and superscribed on the cover along with attested valid copies of their DGR sponsorship/register letter, DGR Empanelment Certificate, PSARA License, Labour Contract License, Shop Act / Establishment Certificate, EPF, ESI, GST Registration Certificate, Professional Tax Enrolment Certificates, Agency & Proprietor PAN Card, three years latest IT Return / clearance Certificate, Present Client List along with satisfactory experience certificate and **Profile of the agency**. The above said documents are mandatory, failing which Agency/Contractor shall be treated as disqualified.
- 10) Offers made on conditions like “subject to execution” or “taxes as applicable” or such other vague conditions are likely to be ignored. Hence specific mention of conditions in the Tender document must be ensured.
- 11) The Agency/Contractor will be scrutinized by the committee for opening of technical/commerce bid on the basis of their eligibility criteria.
- 12) The Agency/Contractor shall abide by this terms & conditions of ICMR-NIRRCH, Mumbai. No other terms & conditions of the Agency/Contractor are binding on ICMR-NIRRCH, Mumbai.
- 13) In the eventuality of all the DGR sponsored Agencies quoting the same rates, the award will be contracted to the senior most sponsored Agency/Contractor, fulfilling all the eligibility criteria mentioned in Technical Bid.

Acceptance from Agency/Contractor :

I have gone through the Terms and Conditions of the tender documents and the same are acceptable to me. I know that the Liveries / Uniforms of good quality are to be provided by me at my cost to all the staffs engaged in this contract. I have given the price bid / quotation after visiting / confirming the nature of work in ICMR- National Institute for Research in Reproductive and Child Health, Mumbai.

Place: Signature :

Date: Name of the :
Proprietor

Seal :

SUBMISSION OF TENDER:

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

Tenders shall be submitted in two separate sealed envelopes along with statutory charges (with documentary proof in its support) and service charges and superscribing the following:

ENVELOPE – I (TECHNICAL BID)

Name of work : Tender Enquiry for engagement of Security Services Agencies Sponsored / Registered with DGR on Contract basis for the Institute and its properties.

Tender Ref No. : No. C-11011/55/2023/01

Due date : Upto 11.00 am on 27.05.2024

Addressed to : Director, ICMR – National Institute for Research in Reproductive and Child Health, J. M. Street, Parel, Mumbai - 400012

From : Name & Address of the Tenderer

The Envelope-I (Technical Bid) shall contain the following documents in proof that the Tenderer has adhered to the minimum eligibility criteria.

- a) Copy of DGR Sponsorship Letter.
- b) Original valid copy of DGR Empanelment certificate (with photograph and signature of Proprietor / Director).
- c) Private Security Agency (Regulation) Act 2005 (PSARA) License for the state (Maharashtra) of operation of the security agency.
- d) Shop Act License / Establishment Certificate.
- e) Copy of valid Labour Contract License issued from the Competent Authority.
- f) Copy of PAN card (Agency & Proprietor).
- g) Copy of valid GST Registration Certificate.
- h) Copy of valid EPFO registration with code number.
- i) Copy of valid ESIC registration with code number.
- j) Copy of valid Professional Tax Enrollment Certificate of state of Maharashtra.
- k) Copy of latest three years Income Tax Return / Clearance Certificate.
- l) Statements of turnover per year for last three successive financial years duly

- certified by the Chartered Accountants.
- m) Copy of Work Orders/Experience Certificate from the clients regarding the similar services rendered as described in the qualifying criteria.
 - n) Partnership Deed in case of partnership firm.
 - o) Certificate of Incorporation in case of limited Company.
 - p) Memorandum & Articles of Association in case of limited Company.
 - q) Power of Attorney in favour of person who has signed the tender documents.
In case of limited company, the authority to sign the tender is to be given under Board resolution.
 - r) Details as required in Annexure – A.
 - s) Details as required in Annexure – B.
 - t) Undertaking as required in Annexure – C.
 - u) The entire tender documents except the Financial Bid part with each page duly signed by the Tenderer.
 - v) Others. (Please specify).

NOTE:

1. All the photocopies of the documents enclosed with the Technical Bid in support of qualifying criteria should be signed by the Tenderer.
2. The Technical Bid (Envelope-I) should not contain any financial information related to rates of items etc. The Financial Bid must be submitted in a separate sealed envelope as per prescribed format given in Annexure - D (i.e. Envelope-II).
3. It is mandatory for prospective bidders to **mark numbering on each and every pages of documents submitted** with the Technical Bid. It is clarified that if documents submitted by the bidders is damaged or unreadable the bid may be considered as disqualified.

ENVELOPE – II (FINANCIAL BID)

Name of work : Tender Enquiry for engagement of Security Services Agencies Sponsored / Registered with DGR on Contract basis for the Institute and its properties.

Tender Ref No. : No. C-11011/55/2023/01

Due date : Upto 11.00 am on 27.05.2024

Addressed to : Director, ICMR – National Institute for Research in Reproductive and Child Health, J. M. Street, Parel Mumbai - 400012

From : Name & Address of the Tenderer

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

Name of work : Tender Enquiry for engagement of Security Services Agencies Sponsored / Registered with DGR on Contract basis

Tender Ref No. : No. C-11011/55/2023/01

Due date : Upto 11.00 am on 27.05.2024

Addressed to : Director, ICMR – National Institute of Research in Reproductive and Child Health, J. M. Street, Parel, Mumbai - 400012

From : Name & Address of the Tenderer

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

Both the sealed envelope i.e. Envelope-I and Envelope-II shall be put in another third envelope and sealed properly superscribed with “Tender for Annual Contract for Providing Security Services at ICMR-NIRRCH, Mumbai

ANNEXURE-A

BIDDER'S INFORMATION

1. Name of the Tendering Company/Firm :

2. Name of Owner/ Partners/ Directors :

3. Address of Office/Offices Including Telephone No. & Email :

4. Registration Details
 - a. EPFO Registration Number :
 - b. ESIC Registration Number :
 - c. PAN Number :
 - d. GST Registration Number :
 - e. DGR Empanelment Number :
 - f. Professional Tax Enrollment Certificate Number :

Sr. No.	Name of Document	Weather attached Yes/No	If Yes Page. No.
1	Copy of DGR Sponsorship Letter		
2	Original valid copy of DGR Empanelment certificate (with photograph and signature of Proprietor / Director)		
3	PSARA License for the state (Maharashtra) of operation of the security agency		
4	Shop Act License / Establishment Certificate		
5	Copy of valid Labour Contract License issued from the Competent Authority.		
6	Copy of PAN card (Agency & Proprietor)		
7	Copy of valid GST Registration Certificate .		
8	Copy of valid EPFO registration with code number.		
9	Copy of valid ESIC registration with code number.		
10	Copy of valid Professional Tax Enrollment Certificate of State of Maharashtra.		

11	Copy of latest three years Income Tax Return / Clearance Certificate.		
12	Statements of turnover per year for last three successive financial years duly certified by the Chartered Accountants.		
13	Partnership Deed in case of partnership firm.		
14	Certificate of Incorporation in case of limited Company.		
15	Memorandum & Articles of Association in case of limited Company.		
17	Power of Attorney in favour of person who has signed the tender documents. In case of limited company, the authority to sign the tender is to be given under Board resolution.		
18	Details as required in Annexure – B		
19	Undertaking as required in Annexure – C		
20	The entire tender documents except the Financial Bid part with each page duly signed by the Tenderer.		
21	Copy of Work Orders/Experience Certificate from the clients regarding the similar services rendered as described in the qualifying criteria.		
22	Others. (Please specify)		

Signature, Date and Seal of the Agency/Contractor

**FORMAT FOR SUBMITTING DETAILS OF
SIMILAR WORKS COMPLETED**

(This should be mentioned on the letter head of the Bidder / Agency)

S. N.	Description of work	Postal address of client with contact	Contract Value (In Rs.)	Completed Value (In Rs.)	Starting Date	Completion Date
1						
2						
3						
4						
5						

Note:

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

Signature, Date and Seal of the Agency/Contractor

UNDERTAKING

(This should be mentioned on the letter head of the Bidder / Agency)

1. I/we declare that I/we am/are not a defaulter to any Govt. organization / PSU since last 2 years from the date of issue of this tender on No. No. C-11011/55/2023/01 dt. 02.05.2024 due to non-compliance of order.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
3. I/we have apprised myself/ourselves fully about the job to be done during the tenure of period of agreement and also acknowledge bearing the consequences of non-performance or deficiencies in services on my/our part.

Signature, Date and Seal of the Agency/Contractor

ANNEXURE – D**FINANCIAL BID**

Name of work:- Tender for engagement of agency on contract basis for "Security Staff" services at ICMR-NIRRH as per the latest DGR wage structure.

SL. No.	Description	Percentage (This is to be read with latest rules/act/regulations & promulgated by Government)	Security Guards (Unarmed) Rates Per Day (In Rs.)	Remarks
(a)	Basic Wage (BW) plus Variable Dearness Allowance (VDA)			
(b)	Employees State Insurance(ESI)	3.25% of BW plus VDA ((Maximum of Rs.21000)		
(c)	Employees Provident Fund (EPF)	12.00% of BW plus VDA (Maximum of Rs.15000)		
(d)	Employees Deposit linked Insurance (EDLI)	0.50% of BW plus VDA (Maximum of Rs.15000)		
(e)	Administrative charges (EPF & EDLI)	0.50% of BW plus VDA (Maximum of Rs.15000)		
(f)	House Rent Allowance (HRA)	24.00% of BW plus VDA of Rs.5400/- whichever is higher		
(g)	ESI on HRA	3.25% of HRA		
(h)	Bonus	As per Bonus act, 8.33% of INR7000 or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher		
(I)	Uniform outfit allowance	5.00% of BW plus VDA		
(j)	Uniform washing	3.00% of BW plus VDA		
(k)	Sub- Total	Sum of S.No. (a) to (j)		
(l)	Relieving Charges	1/6th of total of S.No. k		
(m)	Total Cost per Day	Sum of (k) & (l)		
(n)	Service Charge	As _____percentage of S.No. (m) (Please Mention the Service Charge in % here)		
(o)	Sum Total	Sum of (m) & (n)		
(p)	GST	@18% of (o)		
(q)	Grand Total	Sum of (o) & (p)		

NOTE: -

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

Signature, Date and Seal of the Agency/Contractor

List of DGR sponsored agencies who can participate in limited tender:

1. M/S 8057 DALEEP JUMAR SECURITY AGENCY
Office at A 121, Gurunanak Udyog Bhavan, LBS Marg, Bhandup West, Mumbai,
Maharashtra – 400078

2. M/S 9582 SUMAN SECURITY AGENCY
Near Mount Everest School, Surragadh, Seminary Hills, Nagpur, Maharashtra – 440006

3. M/S 9489 REENA BAHL SECURITY AGENCY
A-21, Kpct Mall, Fatima Nagar, Pune, Maharashtra - 411013