

National JALMA Institute for Leprosy and Other Mycobacterial Diseases
(Indian Council of Medical Research)
(Department of Health Research, Ministry of Health & Family Welfare, Government of India)
Dr. M Miyazaki Marg, Tajganj, Agra
Uttar Pradesh-282004
Website: www.jalma-icmr.org.in

TENDER NOTIFICATION

Tender Enquiry No: NJIL/Inst/Secty-2019

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Tender Notification

The Director, National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra invites sealed tender from reputed firms in two bid systems for providing security services in the Institute and its campus for the year **2019-2020**. The Tender form will be issued from **11.03.2019** during the office hours (**9:00 AM to 5:30 PM**). The tender forms can also be downloaded from NJIL&OMD's website. Last date of Submission of Tender is **19.03.2019 till 5:00 PM**. For details please refer to website of NJIL&OMD, <http://www.jalma-icmr.org.in> or website of ICMR, New Delhi <http://www.icmr.nic.in> or from Central Public Procurement Portal, <http://eprocure.gov.in>.

Name of the service to be provided: Security services in the Institute and its campus for the year 2019-2020.

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TENDER NOTIFICATION

The Director, National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra, (ICMR), invites sealed tender from reputed firms in **Two Bid System** which should reach to The Director, NJIL&OMD, Agra upto **19.03.2019 till 5:00 PM** latest, at the above mentioned address.

PLEASE NOTE that only tenders received *through registered post/speed post/courier/By hand* in sealed envelopes will be accepted. **The tenders must reach the above mentioned address by the evening of 19.03.2019 till 5:00 PM latest. Please ensure despatch of the tenders accordingly.**

The bids should be in the form of: (1) TECHNICAL BID providing detailed specifications and detailed technical proposal as per required specifications mentioned in the tender document for services required with original data-sheets supporting the specifications in sealed cover and Earnest Money & Tender Fee deposits in separate sealed cover and (2) PRICE BID for services commodities.

Name of the service to be provided: Security services in the Institute and its campus for the year 2019-2020.

Detailed tender documents (Non-transferable) can be purchased up to 19.03.2019 (4.30PM) either from Directors office on any working day (Monday to Friday) during office hours (9:30 AM to 5.30 PM) on submission of written request clearly mentioning the name of item with payment (Cash/DD) of Rs.500.00 (Rs. Five hundred only) (Non-refundable) as a cost of tender fee or can be downloaded from the website of NJIL&OMD [http:// www.jalma-icmr.org.in](http://www.jalma-icmr.org.in) or website of e-procure.gov.in, for this payment of Rs. 500.00 (Rs. Five hundred only) (Non-refundable) as cost of tender documents will have to be paid separately by D.D. in favour of Director, NJIL&OMD, Agra at the time of submission of tender documents, otherwise the tender will not be considered. The tender cost should be enclosed as mentioned above.

Important Dates and Points to be noted:

Opening date and time for sale of tender documents	11.03.2019 at 9.30 A.M.
Closing date and time for sale of tender documents	19.03.2019 till 4.00 PM
Last date and time of submission of tender	19.03.2019 till 5:00 PM
Address for issue and submission of tender documents	The Director National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Dr. M. Miyazaki Marg, Tajganj, Agra 202 004
Non-refundable fee for tender document for each item/instrument	Rs. 500.00 (Five hundred only)
Tender documents will also be available at website	www.jalma-icmr.org.in www.icmr.org.in
Earnest Money Deposit (EMD) (Interest free, refundable) (to be sent with the Technical Bid)	Amount of EMD Rs. 1,50,000/- is required to be deposited by Demand Draft/ Banker cheque/Bank Guarantee in the name of Director NJIL&OMD, Agra, payable at Agra.

Note:

The specified tender fee should accompany the tender document in case it has been downloaded from internet, failing which tender will not be considered.

Eligibility Criteria:

1. Original security service provider.
2. Firm/Agency should have at least three years experience.
3. Submission of Earnest Deposit Money (EMD).

Instructions to Bidders

1. Scope of Work:

- A. The scope includes providing security services in the Institute and its campus for the year **2019-2020**.
- B. The scope of service also essentially includes satisfaction of services.

Bid Submission:-

Completed tenders in all respect & signed by the bidder on each page at the bottom; super scribing the Enquiry Number (**NJIL/Inst/Secty-2019**) and closing date on the envelope should be sent to:

**The Director,
National JALMA Institute for Leprosy and
Other Mycobacterial Diseases (ICMR)
Dr. M. Miyazaki Marg
Tajganj, Agra-282004**

Each quotation sent by post/courier is to be enclosed in Double Cover. The inner cover should be SEALED WITH WAX AND SUPERSCRIBED as “Tender for (write name of service).....” Tender Enquiry No. Dated Date of Opening” etc.

Price Bid Opening: - Only those bids, which meet our technical requirement will be considered for opening of Price Bid. Those agencies who qualify in the technical evaluation will be permitted to be present at the time of price bid opening. The date and time of price bid opening will be intimated to all technically qualified bidder through email/mobile. **E-mail address and mobile number should, therefore be, compulsorily be provided in the technical bid.**

Language of Bid: The bid prepared by the bidder, technical brochures and all correspondence relating to the bid will be written in English language only.

INTERIM CORRESPONDENCE WILL NOT BE ENTERTAINED BEFORE PLACING THE ORDER.

Tender Documents are not transferable under any circumstances.

The bid should be complete in all respects otherwise liable to be rejected. Tender should be duly signed and related documents must be attached with the bid. Incomplete and unsigned bids will not be considered.

Quotations must be clearly written or typed without any overwriting. The person signing the bid must attest all corrections / over writings if any.

All rates / prices in Price bid should be given in figures and in words in Indian Rupees only. If there is any discrepancy between the Prices given in figures and words the Lower of the two shall be taken for our comparison.

Director NJIL&OMD, Agra reserves all the right to defer the above dates or cancel the Tender in part or whole without assigning any reason what so ever.

All terms and conditions of the tender/quotation will be dealt as per instructions guideline of Central Vigilance Commission.

For any further clarifications queries may be directed to the following e-mail ids - jalmadirector@gmail.com;

Arbitration:

1. All dispute or difference of any kind shall arise between the purchaser and the service provider in connection with or relating to the contract, contained herein, shall be mutually discussed and settled between the parties.
2. However, disputes which cannot be settled shall be finally decided and resolved by arbitration in accordance to the provisions of the arbitration and conciliation act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by the Director, NJIL&OMD only. The proceedings of the arbitration shall be conducted in English and shall be constructed as domestic arbitration under applicable laws.
3. All the disputes/issues arising out of this transaction will be subjected to the exclusive jurisdiction of courts at Agra.

Notices and communications:- For all purposes of all notices, the following address shall be used by the Bidder.

The Director,
National JALMA Institute for Leprosy and Other Mycobacterial Diseases (ICMR)
Dr. M. Miyazaki Marg
Tajganj, Agra-282004

If the Bidder is declared insolvent / bankrupt in a court of law or such proceedings are contemplated by NJIL&OMD, Agra, the same will not be entitled to quote.

The acceptance of the tender/quotation will rest with the Director NJIL&OMD, Agra who does not bind himself to accept the lowest quotation and reserves the right to reject, or accept any or all the tenders received, without assigning any reason. The tenders are liable to be rejected, if any of the conditions are not complied with.

Service support:- The services are required to be provided at specified sites.

Scope of work:- The security personnel of the Security Agency (hereinafter called “Agency” only) have to fulfil the following responsibilities.

- (a) Exercising strict vigilance for protecting the property, material and assets from damage, loss, destruction, fire & theft.
- (b) Ensuring proper flow of bonafide visitors and preventing unauthorized entry in the premises.
- (c) Round the clock guarding and patrolling of the scheduled specified areas including parking area.
- (d) Daily report of the Officer-in-charge of the Unity or his authorized representative.
- (e) Checking of entry of suspects/unauthorized elements in the institute’s premises.

Terms and Conditions

1. General Conditions: The security agency should employ its employees preferable from the Ex serviceman. The security agency has to employ additional number of ESM/worker as leave relief such as weekly off/ National holidays/ other holidays.

Each security personnel must fulfil the following eligibility criteria:-

- (i) Physical: Age: Minimum 18 years & up to 60 years: should be physically and medically fit.
- (ii) Minimum Education Qualification: 8th Class passed for civilian guards if deployed. The security personnel to be deployed must be fully trained and conversant with security job.
- (iii) The uniform and accessories: To be provided by the agency at their own cost, including torch cells, stationary etc.
- (iv) Appearance: Each Security Personnel will be in smart turn out and in proper prescribed uniform while on duty.
- (v) Arms License: Each security guard with Arm should possess Valid Arms License issued in his name and should be able to handle the weapon effective.
- (vi) Gun and Ammunition: Arm and ammunition to the security personnel employed by the security agency and deployed at the Institute premises will be provided by the Security Agency. The ammunition rounds, if fired in the Institute for security purposes, will be borne by Security Agency.
- (vii) Communication system: Mobile telephone or wireless equipments to be provided by the agency if so required. Any price benefit for use of such devices will be not given.
- (viii) Proof of ESM personnel, Character and Police verification” Necessary proofs regarding the identity and authenticity of the Ex-servicemen/civilian personnel are to be provided to the NJIL&OMD in a listed form before such engagement as security personnel.

The Security Agency will obtain credential from Police station regarding the security personnel proposed to be deployed in the Institute. The agency will not deploy any security personnel who are known to have been involved in any criminal or antisocial activities.

2. Reporting and Terms of payment: The security agency shall furnish to Director/ Authority representative of NJIL&OMD, Agra with daily report regarding the execution of work as per the contract. Each guard will not be put on duty for more than eight hours a day except under very exceptional circumstance. The agency will raise bills on monthly basis, at the beginning of each month for the duties performed during the month immediately proceeding, duly certified by the authorized representative of Institute. The bills should be addressed to the Director, National JALMA Institute for Leprosy and Other Micro-bacterial

Diseases, Agra and to be submitted to the paying authority along with following documents for payments: _

- (i) The acquaintance roll, attendance sheet of the security guards and supervisors in the institute. The registers should be kept with security supervisors so that the attendance can be verified by the institute as and when required.
- (ii) Pre-receipted signed invoice in triplicate.
- (iii) PF Deposit Chalan of previous month & ESI/Group Insurance payment certificate of the previous month (except in first month)
- (iv) A certificate indicating the wage payment as per Govt. of Wages Act guidelines has been complied with.

Payment will be made after making necessary deductions of taxes (presently Income Tax, education cess and GST) recovery as per terms and conditions of the contract. All the personnel claims of the security personnel will be the liability of the Security Agency. The Institute's liability will be limited to the rate/value as per the contract/agreement.

The Agency will ensure timely payment of wages to its personnel and will maintain proper records of such payments available for inspection by Officer-in-charge of the unity or his authorized representative.

All the security personnel will be employees of the Agency and in no case these employees can have any claim whatsoever with the Institute.

3. Discipline:

- (a) All security personnel of the agency must carry a proper photo identity card and name plate while on duty. The institute shall have the right to inspect the security guards any time during their duty.
- (b) The security agency shall employ only competent and orderly personnel to do the work. The institute shall have the right to ask the security agency to remove from work site any personnel of the Security Agency who in their opinion is undesirable including the cases of intoxication, negligence, dereliction of duty, disorderly behaviour and other misconducts. The Security Agency will have to remove his immediately and his duties will be shared by other guards till the alternative arrangement is made at the earliest.

4. Other Conditions:

- (a) Labour and other Laws: The agency will have to be abide by the provisions of all statutes including labour, taxation and other law applicable from time to time its establishment during the period of its engagement and shall indemnify Institute against any breach of statues/ laws etc.
- (b) Union, Association and Group activities of security staff: The security personnel employed shall neither associate themselves nor shall they be compelled to associate themselves with any activities of Union, association or groups in the institute.
- (c) Additional Manpower: The agency will provide additional manpower in any number within a reasonable time but not exceeding one month, if so required on the written requisition of the institute, at the same rates and terms and conditions of the contract. The institute has the right to increase or decrease the manpower requirement of any site or to add or delete any site of deployment after giving one month notice in writing. In case of emergency like breaks down of law and order or natural calamity etc., the agency will deploy on a short notice, reasonable number of additional manpower as per instruction of the Institute.

The Institute shall have power to make any alterations or additions to or substitution of original specifications and instructions that may appear to be necessary or advisable during the execution of the work. The agency shall be bound to carry out the work in accordance with the instructions given to him in writing by the representative of the Institute. Such altered or additional or substituted work shall form part of the original contract and shall be carried out by agency on the same rate/rates and terms and conditions as are specified in the contract/ work order.

(d) Sub-contracts: The security agency will execute the jobs undertaken by it directly and with its own resource and will not give out any part of the assignment on sub contract.

(e) Period of contract and termination of contract: The initial period of contract will be for Twelve months i.e. From 01/04/2019 to 31/03/2020 on the existing terms and conditions. The performance shall be reviewed periodically and at least two months before the end of the contract period. The contract will be over automatically if not renewed in time.

The Institute reserve the right to accept or reject any contract without assigning any reason whatsoever and the decision of Director NJIL&OMD in awarding the work shall be final and cannot be subject to arbitration/dispute. The jurisdiction will be at Agra.

5. Other details to be provided by the Security Agency: Income Tax Permanent Account Number (PAN) and GST Registration Number need to indicate and a zerox copy as proof to be provided.

6. Penalty:

(a) In the event of any kind of lapse/failure on the part of Agency in complying with the provisions of the contract, the same shall be communicated to the Agency in writing. The agency has to comply/ensure fulfilment of the short comings within a stipulated time as to abide by the provisions of the contact shall be solely with the Agency.

(b) In the event of such damage/ loss/ theft of property, a Committee comprising representative of the Institute and the Agency shall be constituted. The Committee shall comprise of one member from the agency and two members from the Institute. This committee shall prepare a report and assess the total value loss or theft or damage. In the event of any dispute, the decision of the Institute management shall be final and binding.

7. Right to vary or cancel the Contract: The Institute reserve the right to vary or alter the extent of scope and or technical character of the scope of contract and the security agency shall be bound thereby as if the same occurred in the scope. Such change shall not vitiate the contract. The institute at their option, without prejudice to their rights, hereunder may cancel the contract without any financial implication on the Institute, at any time by giving 30 days simple written notice in case the security agency does not comply with its obligations under this contract.

If any of the events noted above occurs or any deviation from the terms of contract is committed by the security agency, the Institute will give fifteen days' notice to the security agency to take necessary corrective actions. If the security agency fails to comply with the same, the Institute shall have to liberty to get the whole or part of the services done by any other security agency. In such case the security agency shall be liable to compensate the Institute for any cost required in excess of original contract cost for getting the service done by other security agency. In case of cancellation which is done without any default on the part of the Agency, in that case only the security agency may be eligible to receive the part of the contract value which is equitable to the actual services made less the amount payable by the security agency to the Institute towards compensation. In no event the security agency shall have any right to payment for any services performed subsequent to cancellation

or any claim for compensation in case of cancellation. In case of partial termination the agency shall continue to perform the contract, to the extent not terminated by the Institute.

8. Force Majeure: The security agency will not be held responsible for non-performance in the event of the Natural phenomena or acts of God, including flood, earthquake and epidemics, political upheaval, civil commotion strikes, riots acts of any Govt. (Domestic/Foreign) including but not limited to war, quarantine and embargoes.
9. Foreclosure of contract:
The contract may be foreclosed on giving one month advance notice without assigning any reason whatsoever and shall be binding on the part of security agency. For such foreclosure of the contract, no compensation financial or otherwise will be payable to the Security Agency.