TENDER DOCUMENT

FOR

**PROVIDING SECURITY SERVICES**

AT

INTERNATIONAL CENTRE FOR GENETIC ENGINEERING & BIOTECHNOLOGY (ICGEB)

Aruna Asaf Ali Marg, New Delhi – 110067

Website: [www.icgeb.res.in](http://www.icgeb.res.in)

**TENDER NOTICE**

**INTRODUCTORY NOTE:**

ICGEB is an international organization dedicated to advanced research and training in molecular biology and biotechnology, with special regard to the need of the developing world.  ICGEB, New Delhi Component has been given privileges and immunities as for other UN Organizations in India vide Government of India’s gazette notification no. 216, SO 403(E) dated 12 April 1988.

ICGEB invites sealed Bids to meet the immediate requirementfor Security Services in the ICGEB Campus within short time span, from registered agencies who possess adequate resources and trained/skilled manpower to carry out the said work.

1. ICGEB invites sealed bids from the intending bidders for providing Security Services in the ICGEB Campus. Sealed Bids from the Bidders shall be received by 15.00 hours on or before 30th October 2019.
2. Interested & competent firm/individual may download the Bid documents from ICGEB website from 30th September to 30th October 2019.
3. Bid Documents comprising of Instruction to Bidders, Bid Forms, Technical Specifications and Terms & Conditions can be downloaded from the website of the ICGEB http://[www.icgeb.res.in](http://www.icgeb.res.in)/ndinfo.htm.
4. Bid Documents duly filled, shall be submitted in a sealed envelope bearing the words “Security Services at the ICGEB, New Delhi Component".
5. Bids must be accompanied by Earnest Money Deposit (EMD) covering an amount equivalent to Rs. 1,50,000/- (One lakh fifty thousand only) in the form of DD issued by any Commercial Bank in favour of “International Centre for Genetic Engineering & Biotechnology” payable at New Delhi.
6. Technical Bids shall be opened in presence of the Bidders and or their representatives at ICGEB in front of the ‘Bid Evaluation Committee’ on 30th October 2019 at 16:00 hrs. Date & time of opening of the Financial Bids will be informed only to the competent Technical Bidders after evaluation of the Technical Bids by the Bid Evaluation Committee.
7. Bids should comply in all respects with the instruction to bidders in the bid document.
8. Award of the security contract will be made to the bidder whose bid has been determined to be substantially responsive from both technical and financial consideration by the Bid Evaluation Committee.
9. ICGEB reserves all rights to reject any /all Bids received or /and accept any bid or part of bid or multiple bids without assigning any reason.

**IMPORTANT INFORMATION**

|  |  |
| --- | --- |
| **Tender Fee** | Rs 500/- (Rupees Five hundred only) in the form of a demand draft to be drawn in favour of **International Centre for Genetic Engineering & Biotechnology payable at New Delhi**. |
| **Earnest Money Deposit (EMD)** | Rs. 1,50,000/- (Rupees One lakh fifty thousand only) in the form of a demand draft to be drawn in favour of **International Centre for Genetic Engineering & Biotechnology payable at New Delhi**. |
| **Pre-bid meeting** | October 9th, 2019 on or before 11:00 hours |
| **Last date for seeking clarification and/or site visit** | October 30th, 2019 on or before 15:00 hours |
| **Last Date and time for Bid Submission** | October 30th, 2019 on or before 15:00 hours (Bids received after this date and time will not be accepted) |
| **Address at which****Bid is to be submitted** | Component I/c, International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067 and dropped in the tender box at the reception of ICGEB.The Bid is required to be submitted in person along with all specified documentation and EMD. Bidder is requested to make necessary entries in the register for submission of the proposal. |
| **Date, Time & Place  of opening of Technical Bid** | October 30th, 2019 at 16:00 hrs.Place: International Centre for Genetic Engineering & Biotechnology (ICGEB), Aruna Asaf Ali Marg, New Delhi – 110067. |
| **Date, Time & Place  of opening of Financial Bid** | Time and date to be informed later through e-mail and telephone.Place: International Centre for Genetic Engineering & Biotechnology (ICGEB), Aruna Asaf Ali Marg, New Delhi – 110067. |
| **Method of selection** | The interested Firms/Individual will be required to submit Technical and Financial proposals separately. The Financial Proposals of the Firms/Individual that qualify in Technical Evaluation will be considered. Further the Firm/Individual having the least quote (L1) in its financial proposal will be awarded the contract. |

**MINIMUM ELIGIBLITY CRITERIA:**

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterhead to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

1. The Bidder may be a Proprietary Firm, Partnership Firm, Limited Company, Corporate Body legally constituted, empanelled/ registered with DGR who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005) etc., as per law valid at least for 12 months from the date of the opening of tender.
2. The Bidder should have at least 5 years work experience immediately preceding the date of tender (continuous service of at-least 3 years in a single organisation) in providing security services (24 hour basis) in International / National Institutions, Research Laboratories/Centres etc., of similar nature.
3. The Bidder, should have an average annual turnover of not less than Rs.75,00,000/- (Seventy five lakhs) per annum for the last three audited years (FY 2015-16, 2016-17 and 2017-18 or 2018-19) in similar kind of business as mentioned in point no. (1) above.
4. The Bidder should have successfully completed one single annual assignment of similar kind for Rs.60,00,000/- (Sixty lakhs) within the previous 3 years.
5. The bidder should obtain a valid **GST, ESI & EPF** registration certificates from relevant authorities (provide latest receipts/challans for documentary evidence).
6. All the bidders shall have to produce documentary evidence for the satisfactory completion of similar works as mentioned above executed by them from the concerned authorities.
7. The Company/ Firm / Proprietor, any Partners of the firm should not be black listed by any PSU or Government departments/ UN or its agencies/ institutions/ private organisations in respect of any assignments or behaviour of any Partner/ employee. The firm / Proprietor will provide an undertaking that such Partner/ employee will not be involved in the said contract, directly or indirectly.
8. An undertaking should be submitted that there are no legal suits / criminal cases pending against the Firm and its Proprietor/Partners or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.
9. All entries in the Application form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

**GENERAL TERMS AND CONDITIONS OF THE BID**

**Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.**

1. **THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS**, forms, terms and conditions in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a bid not substantially responsive to the bidding documents in any respect may result in the rejection of the bid.
2. **THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and ICGEB in no case will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.
3. **PROFESSIONAL EXCELLENCE AND ETHICS**: ICGEB requires that all bidders participating in this bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
4. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event ICGEB may make the award to the next lowest evaluated bidder or call for new bids.
5. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Rate Contract.
6. **CONDITIONAL BIDS:** If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected.
7. **PERIOD OF VALIDITY:** Bids shall remain valid for **six months** after last date for bid submission prescribed by ICGEB which may be extended with mutually agreed terms. A bid valid for a shorter period may be rejected by ICGEB as non-responsive.
8. **SECURITY DEPOSIT:** The successful bidder would have to deposit an amount of 10% of Annual contract value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of ICGEB which would remain with ICGEB during the contract period and no interest shall be payable on the Security Deposit amount.
9. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, ICGEB may notify the bidder in writing that its bid has been accepted. After notification of award, the bidder will submit Security deposit and sign the Rate Contract.

**PRE-BID MEETING & QUERY:**

1. The Pre-Bid Meeting shall be hosted by ICGEB on October 9th, 2019.
2. Prospective Bidders or its official representative are invited to attend the pre-bid meeting.
3. The purpose of the meeting is to provide bidders information regarding the Tender, project requirements, and opportunity to seek clarifications regarding any aspect of the Tender Document and the assignment. However, the ICGEB reserves the right to hold or re-schedule the Pre-Bid meeting.
4. ICGEB may make modifications to the Tender Document if felt necessary as a result of Pre-bid meeting. All such modifications made to the Tender Document by ICGEB will be issued as a corrigendum to the Tender.
5. Any such modifications resulting out of the Pre-bid meeting will be circulated to the bidders through websites [www.icgeb.res.in](http://www.icgeb.res.in) or by email.
6. ICGEB will not be responsible for non-receipt of corrigendum/modifications published/sent by ICGEB to the Bidder.

**PREPARATION AND SUBMISSION OF THE BID DOCUMENT:**

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications stated in the bid documents. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responding to the bid documents in every respect will be at the bidder’s risk and may result in the rejection of the bid. The following sections of the bid documents must be completed and submitted by the bidder:

**TECHNICAL BID (Part – I):**

# Technical Bid Form.

# Certificate of registration (GST, ESI & EPF).

# Documentary evidence for minimum qualifying criteria as above.

# EMD DD of Rs. 1,50,000/- and Tender fee DD of Rs.500/-

# Details of Employees and their contact numbers.

# Turnover certificates of last 3 years (Annexure – A).

* Tax Clearance Certificate.
* Undertakings / declaration certificates (Annexure – B & C)
* Instructions to bidder (duly signed on all pages).

**FINANCIAL BID (Part – II):**

* Price Bid (Schedule of Rates)

**BID PRICE:**

The Bidder shall mention on the Schedule of Rates enclosed to this document, the asking price for deployment of security personnel, in two shifts, in the ICGEB Campus. The cost break-up should be clearly detailed and GST and other taxes already paid or payable should be shown separately.

**ICGEB reserves the right to:**

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality of guards to be deployed in the campus with respect to their training for the said job.
3. Reduce or increase the security staff as per requirements.
4. Change in the duty post of guards from time to time based upon the requirement in the campus.

**EARNEST MONEY DEPOSIT & Tender Fee:**

Earnest money deposit amount equivalent to Rs.1,50,000/- and Tender fee for Rs 500/- in the form of DD issued by any Commercial Bank in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi must accompany the Technical Bid. The E.M.D. shall be valid for the term of the contract. Bids not accompanied by E.M.D. and the tender fee shall be rejected. E.M.D. of unsuccessful Bidders will be returned as early as possible. The E.M.D. shall be forfeited if a Bidder withdraws its Bid during the period of validity.

**SITE VISIT:**

Interested Bidders may visit the ICGEB Campus before submission of the bid. For site visit, please contact Ms. Rakhi Arora, Head, Human Resources on any working day (Monday to Friday) between 10:00 to 17:00 hours

**FORMAT AND PREPARATION OF BID:**

 Interested Bidders may download a copy of the Bid Document from ICGEB website.

The Bidder shall prepare the Technical Bid and Financial Bid and place them in two separate sealed covers clearly marking each as “Technical Bid” and “Financial Bid”. Name of the firm / proprietor, address & contact no., should be mentioned clearly on both the envelopes. These should further be placed in a large size envelope with the same information on it. Both Technical & Financial Bids, along with the documents required to be submitted, shall be signed by the Bidder and a person duly authorized by the bidder to on each page. Written power of attorney accompanying the bid shall indicate necessary authorization. Any correction in the Bid shall be initialled by the person signing the bid.

**SUBMISSION OF BID:**

The bid in two parts, one containing the Technical Bid and the other containing the Financial Bid shall be placed in two separate sealed envelopes clearly marked as below:

1. "Bid for Providing Security Services in the ICGEB Campus - Technical Bid"
2. "Bid for Providing Security Services in the ICGEB Campus - Financial Bid"

The sealed envelope having the Technical Bid shall contain the Technical Bid Form, Declaration Certificates, EMD DD, documents establishing eligibility of offered services, Tax clearance certificate and a complete set of the Bid Document entitled "Instruction to Bidders" stamped & signed on all the pages.

The other sealed envelope will contain the Financial Bid which shall include Schedule of Rates.

Both the sealed envelopes containing the Technical Bid and Financial Bid separately, shall be placed in an outer envelope dully sealed, marking the outer envelope as “Quotation for Providing Horticulture Services in the ICGEB Campus”. The bid shall be dropped in the tender box at the reception of ICGEB, Aruna Asaf Ali Marg, New Delhi – 110 067 and necessary entries will be recorded in the register maintained at the reception.

If the cover containing the Bid documents is not sealed and marked as instructed above, no responsibility will be assumed for any misplacement of the Bid or beforetime opening of the envelope. Sealed Bids from the eligible Bidders must be received by the Hiring Authority at the address specified no later than 15.00 hours on October 30, 2019.

The ICGEB may at its discretion evaluate the Bidders for Providing Security Services in the ICGEB Campus on the qualitative aspects broadly in respect of the following parameters:

1. Experience in similar organisations.
2. Resources available with the firm.
3. Skilled and trained staff available with the contractor to carry out the said work.
4. Quality and Promptness of service support.
5. Visit report of the Committee to the site where the contractor is currently handling similar work.
6. Bidder’s ability to honour the commitments.

**IMPORTANT NOTE:**

1. Bid received through email and/or after the scheduled date and time will not be accepted.
2. Bid should be submitted only in the prescribed format to be downloaded from the ICGEB website.
3. ICGEB reserves the right to accept any or reject all the tenders without assigning any reason thereof.
4. Selection will be done on competitive basis. Canvassing in any manner shall lead to disqualification of the Firm / Individual.

**BID OPENING AND EVALUATION:**

**BID OPENING:**

All the Technical Bids shall be opened publicly in the presence of the bidders or their representatives in front of the Bid Evaluation Committee. Bidders' name, documents with presence and absence of bid security, period of bid validity and such other items will be announced and recorded at the time of opening of Technical Bids by the Bid Evaluation Committee. The Financial Bids of Technically responsive Bidders will be opened in the presence of such responsive bidders or their representatives on date and time to be notified later. Total bid amount will be announced and recorded at the opening of Financial Bid. Minutes of bid opening containing summary of information with regard to each bid shall be prepared during the opening of both Technical & Financial Bids.

**EVALUATION OF BIDS:**

1. For proper evaluation & comparison of bids, the Bid Evaluation Committee, may at its discretion, ask the bidder for any clarification of bid. The request for clarification and the response shall be in writing, but no changes in the price of the bids shall be, offered or permitted.
2. The technical bids will be evaluated by the Bid Evaluation Committee on the basis of experience in similar organizations, resources available with the firm/ Proprietor, details of skilled and trained staff available with the contractor to carry out the said work, visit of the Committee to the site where the contractor is currently handling similar work etc.
3. The Bid Evaluation Committee will first evaluate the Technical Bids to determine the substantial responsiveness of the Technical Bids. Substantial Responsive Bid is one which conforms to all the terms and conditions as indicated in the bid document and which also establishes bidder’s qualification to deliver the services according to technical specifications. After the evaluation of all Technical Bids, Financial Bids corresponding to only substantial responsive Technical Bids will be taken up for evaluation.
4. All non substantial Technical Bids will be rejected as non-responsive and corresponding Financial Bids shall be excluded from further evaluation.
5. The Bid Evaluation Committee may at its discretion prefer any minor non conformity in a bid which does not constitute a material deviation with regard to services and pricing.
6. While evaluating Financial Bids, if there is any discrepancy between unit price and the total price, unit price will prevail and total price shall be corrected. However, if the bidder does not accept the correctness of the errors, his bid will be rejected.
7. The bidder must have supplied the information required in the bid document. A bidder not fulfilling any criteria stipulated, his bid will be considered non responsive and may be rejected.
8. The bidders who have duly complied with the eligibility criteria will be eligible for further processing.
9. The successful bidders of Technical evaluation will qualify for opening of Financial Bids.
10. The bids which have been established as responsive in all respects will be compared for its price competitiveness. On the basis of technical and financial evaluation, substantially responsive and most advantageous bid will be considered for the award of contract for providing Security Services in the ICGEB Campus.

**PART-I**

**TECHNICAL-CUM-COMMERCIAL** **BID**

1. Name of the Contractor (Company/ Firm / Proprietor) and contact person:
2. Date of incorporation of the Firm:
3. Address of the Registered Office:

1. Telephone No./Mobile No.:
2. Fax No./E-mail ID:
3. Whether proprietary / partnership:
4. PAN No. of the Proprietor / Company:
5. Name & Address of partner, if any:
6. Does the firm have any branches?

If so, furnish addresses:

1. Total turn-over of the firm during the last 3 years (As per Annexure - A):
2. Details & Qualifications of professional/skilled manpower available with the firm for execution of works:
3. Detailed information regarding resources available with the firm for providing security services in similar organizations:

1. Whether registered or approved by the **Competent Authority** of Central Government / State. Government. Please provide licence number and validity date:
2. GST No:
3. ESI Registration No and date of registration:
4. EPF Registration No. and date of registration:
5. Valid Private Security Agency License, issued by Regional Labour Commissioner, Govt of India.
6. Any other information, the firm may like to furnish:

**NOTE:**

* 1. Attach additional sheet, if required
	2. Attach documentary proof in respect of above information.

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the ICGEB, New Delhi, I/We, the undersigned, hereby offer for providing qualified staff as indicated in the Tender Document **for SECURITY SERVICES** strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum Wages declared by the Government of Delhi from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Institute indemnified of any claim/damages that ICGEB may have to pay with respect to the service and the deputation of any workers to the Institution.

ICGEB reserves the right to reject any or all the TENDERS or accept them in part or to reject the lowest quotations without assigning any reasons. ICGEB further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 1,50,000/- (Seventy-five thousand only) in the form of Demand Draft in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi along with the Technical Bid which will remain with ICGEB up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of the successful bidder shall be refunded only against the submission of Security Deposit.

**Enclosures:**

1.

2.

3.

4.

Authorised Signatory

Name & Address of the firm with seal

**PART-II**

**PRICE BID (Schedule of Rate)**

**Name of Work:** Providing Security Services in ICGEB Campus, New Delhi.

|  |  |  |  |
| --- | --- | --- | --- |
| Description of item | Period | Rate per month | Total Amount |
| Asking price for Providing Security Services at ICGEB Campus. | 12 months |  |  |
| Staff Salary & Wages:* 2 Supervisors (one per shift)
* 8 Guards (in day shift)
* 8 Guards (in night shift)
* 1 Receptionist (in day shift)
 |  |  |  |
| Please provide the details of GST, ESI, EPF, taxes etc. |  |  |  |
| Tools and Plants, torches, searchlights, body scanners  | As per scope of work |  |  |
| Contractors Service Charge | In % age or in Rupees |  |  |
| Total charges |  |  |  |

Authorised Signatory

 Name & Address of the firm with seal

**CONTRACT FOR PROVIDING SECURITY SERVICES**

**TERMS AND CONDITIONS (Annexure to Agreement)**

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

Tentative Positioning of Security Guards and Security Supervisors duty time

1st Shift 08.00 hours to 20.00 hours (all seven days)

2nd Shift 20.00 hours to 08.00 hours (all seven days)

Receptionist – 09:00 hours to 17:30 hours (Monday to Friday)

1. Main Entrance: 2 guards per shift.
2. Main Building Reception: 1lady receptionist + 1 guard in day shift and 1 guard in night shift.
3. New Building Reception: 1 guard per shift.
4. Parking area (in front of Main Building): 1 guard in day shift.
5. In front of TB facility house and vacant area towards the boundary wall: 1 guard per shift.
6. In the Main Building lab side fire exit: 1 guard in night shift.
7. Parking area (New Building, Animal House, Green House) and patrolling of the campus during second shift: 1 guard per shift.
8. Guest House: 1 guard per shift.
9. Security Supervisor: 1 no. per shift.

However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of ICGEB to deploy the Security personnel in any other number or manner considered to be more suitable by ICGEB.

The agency shall ensure that the security personnel deputed are healthy and not more than 45 years of age. Nobody shall have any communicable diseases. The agency will get their antecedents, character and conduct verified. No compensation shall be payable by ICGEB in case of any accident/death of any of them while carrying out the work in ICGEB premises.

1. The Security Guards provided by the Security Agency must possess the following qualifications:
* He should have passed minimum Class-VIII (Supervisor X+2) standard and also should be able to speak, read and write official/local languages.
* He must not be less than 18 years and more than 45 years and should be physically fit to perform the duties of a guard.
* He should have two years experience as a guard, or should be an ex-serviceman. He should be conversant with the duties of a security guard. The knowledge of fire fighting will be an added advantage and should be trained in fire fighting within two months of deployment at ICGEB.
* Should have good knowledge of modern Security Systems and communication technologies and be able to control movement of personnel/ goods.
* Should be able to gather information on security matters.
* Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.
* Supervisors should check attendance of the guards daily and take note of any unusual happenings, which would be immediately reported to the Component I/c.

**Duties of the Security Guards:**

1. The Personnel deputed to ICGEB ought to be polite but Firm, Disciplined, Physically Fit and Alert, Smartly Dressed in uniform.
2. To attend with compliments to distinguished visitors, VIPs and Officers. Further, the visitors shall be attended with due courtesy.
3. Check, Control and Restrict entries to Staff/ Workers/ Authorized Personnel of ICGEB and others by valid passes or searching if required and movement of vehicles and incoming/ outgoing materials (with gate passes, challans) and time keeping.
4. Attending to telephone EPBX during/after office hours and on holidays through receptionist/staff who are able to communicate comfortably and courteously in English with the visitors and telephone callers. *Security staff to be instructed (i) not to misuse the telephones for their personal use, (ii) to ensure that callers are not kept unduly waiting, (iii) to take messages and (iv) to promptly relay such messages as required.*
5. Maintaining a visitor’s register at the main gate, the main building reception, the new building reception and at the ICGEB guest house. No unauthorized persons shall be allowed to enter at the first entry point, namely the main gate. The entry of visitors will be regulated by the security supervisor and/or guards following proper identification of the visitors and the proper entries in the visitor’s register including details of names, identification documents, ICGEB persons to be met, purpose of visit, date and time-in and time-out. They will also note down the make and number of all vehicles of visitors and staff members, in separate registers, entering the main gate. The guards at the entrance points should have reasonable familiarity in English.
6. Help in maintaining both returnable and non-returnable gate pass registers and making relevant entries, without exception, noting name, ID document, date and time of details of the material/ goods being brought in/out. Ensuring that no material passes out of the ICGEB main gate other than between the hours of 9.00 a.m. and 5.00 p.m. on ICGEB working days, and none at all after the office hours and on holidays unless specifically instructed by ICGEB management.
7. Receiving postal and courier mails and help in maintaining a Mail Receipt Register and delivering the mail to the addressees.
8. Locking/unlocking of all entry/exit doors in the main building and maintaining a key register at the reception area and ensuring safe custody of all ICGEB keys in a suitable key box at the same location.
9. The security guard should ensure that all the offices/rooms are locked at the close of office and opened at the beginning of office hours and there is safe keeping of the keys.
10. Maintain strict security of officials, visitors, vehicle and properties and maintain diary to note all important events/ happenings information received from / passed by the management.
11. The Security Agency will be entirely responsible for thefts of easily movable items such as laptops, mobile phones, lab instruments, lab consumables, bathroom fittings, fans, exhaust fans, telephone instruments, fire extinguishers or fire fighting systems etc.
12. Ensuring that no unauthorized vehicles enter the ICGEB premises and monitoring the orderly parking of vehicles inside the ICGEB campus.
13. Not to leave the place of duty under any circumstance until and unless properly relieved. Sign accordingly in handing and taking over register etc.
14. Prevent of misuse of electricity and water. The security guard shall ensure that all the electrical equipments/instruments/lights and fans should be switched off at the time of closure of the office.
15. In case of fire, the Security Guard will immediately alert the staff on duty (maintenance supervisor/ ICGEB Caretaker) and assist in Fire Fighting Operation and also inform the Component I/c and Equipment & Safety Manager. In case of fire accident before or after office hours, the Security guards shall inform the nearest Fire Station and subsequently Component I/c and Equipment & Safety Manager.
16. The security guard must watch that there are no unidentified/ unclaimed/ suspicious objects/ persons in the building/campus.
17. The security personnel must be in proper neat and tidy uniform.
18. The names of the security guards should always be displayed by them on their uniforms for identification purpose.
19. The security guard should check the bags/ briefcases/boxes/flappers of the visitors/other service providers of ICGEB if considered necessary.
20. The security guards shall at all times comply with all directions and instructions of ICGEB. Non-compliance of instructions can lead to termination of agreement.

**Duties and Responsibilities of the Agency and Other Terms of the Contract:**

1. The agency should provide a whistle, torch, walkie-talkie (to the supervisor and guards deployed outside the buildings) and baton to the security guards on duty.
2. If it is found that any property of ICGEB is lost/damaged due to the negligence or connivance of the security guards, the same shall be made good on the depreciated value of the property damaged/ lost from the security agencies bill.
3. The agency shall furnish the names and addresses of the security guards posted in the premises and also whenever there is any replacement of the security guards. The full particulars of the personnel including their names and addresses, Voter IDs, PAN, Aadhaar etc. deployed by the agency shall be furnished to the ICGEB. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.
4. The Agency shall not deploy or shall discontinue deploying any person at the ICGEB premises, if so desired by the ICGEB, at any time without assigning any reason whatsoever.
5. The security guards deployed will be employees of the agency for all purposes and the agency shall be fully responsible for payment of wages and other dues, and compliance of all labour laws applicable to them.
6. The security guards/ supervisors who may be engaged by the Security Agency from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal.
7. The agency shall not deploy or shall discontinue deploying the security guard(s), if so desired by the ICGEB at any time without assigning any reason whatsoever.
8. 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 ICGEB campus, they shall work under directives and guidance of the Component I/c and will be answerable to ICGEB. This will, however, not diminish in any way, the agency’s responsibility under contract to the ICGEB.
9. 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.
10. The personnel deployed by the agency shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the ICGEB shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
11. A senior level representative of the Agency (Proprietor/Director/Partner/Manager) shall visit ICGEB campus at least once-a-week and review the service performance of its personnel. During the weekly visit, the Agency’s representative will also meet the Component I/c for mutual feedback regarding the work performed by his/her personnel and removal of deficiencies, if any, observed in their working.
12. The Agency (Proprietor/Director/Partner/Manager) should arrange for surprise checks (during day and night) to check for the alertness and attentiveness of the security guards.
13. The Agency shall ensure that any replacement of the personnel, as required by ICGEB for any reason specified or otherwise, shall be affected promptly without any additional cost to the ICGEB. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the ICGEB at the Agency’s own cost.
14. The Agency shall provide good uniforms with name badges to its personnel deployed at ICGEB at its own cost and ensure that they are used by the guards deployed and are maintained in good condition. The incidentals, such as belt, shoes, socks, caps, torch with cell, baton, walkie-talkie etc., shall be borne/ supplied by the Agency at its own cost.

1. 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 ICGEB/Govt. of India/any State/or any Union Territory.
2. The Security Agency shall not assign or transfer this contract or part thereof to anyone.
3. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to ICGEB and maintain liaison with the police. FIR will be lodged by ICGEB, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
4. 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 with such eventualities, the agency shall make provision for leave reserve. The Security Agency shall be responsible for providing the requisite man-hours as detailed above on round the clock basis on all days. If the person falling sick avails leave or remains absent, arrangement for the substitute should be made immediately. The Agency should strictly ensure that no post is left unattended at any given time or day. If at any time additional man-hours are required, the same will be provided by the Security Agency for which payment will be made on pro-rata basis.

1. As and when ICGEB requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the ICGEB. Similarly, if the security personnel deployed by the agency at any time are found absent from duty or sleeping or engaged in irregular activities, ICGEB shall deduct the requisite amount on pro-rata basis from the monthly bill of the agency besides imposition of penalty for non- observance of the terms of contract.

1. The Agency shall submit to ICGEB an attested photocopy of the attendance record and enclose the same with the monthly bill.
2. The ICGEB shall pay the agreed amount on production of the monthly bill. No other charges of any kind shall be payable. Bills raised by the Security Agency will be paid to the Security Agency within 15 days from the date of submitting the same with all relevant documents to the Component I/c of ICGEB. The Security Agency will maintain a Muster Roll to record the presence on duty of Security Guards and Security Supervisor for each shift of the duty. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the ICGEB.
3. The Agency should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the ICGEB at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) Wage slip, (f) OT registers etc.
4. The above records have to be produced to the competent authority of ICGEB on demand.

*Note: The contractor should obtain a License from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the ICGEB.*

1. The Agency should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
2. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government of Delhi.
3. The Agency shall bear all expenses regarding uniforms, preparation of their identity card, compensations, wages and allowances, PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including leave and working hours. The Agency shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the ICGEB for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Delhi from time to time. Agency shall submit the EPF number and proof of submission of EPF, ESI etc., for its staff deployed at ICGEB, as applicable every month for the previous month, along with the monthly bill. The Agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/ amendments/ modifications.
4. The payment of wages Act 1936
5. The Employees Provident Fund Act, 1952
6. The Contract Labour (Regulation) Act, 1970
7. The Payment of Bonus Act, 1965
8. The Payment of Gratuity Act, 1972
9. The Employees State Insurance Act, 1948
10. The Employment of Children Act, 1938
11. The Minimum Wages Act, 1948
12. ICGEB reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
13. Payment of any statutory direct or indirect taxes at the contractor’s end, arising out of transactions due to this contract, will be solely the contractor’s responsibility.
14. 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 whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
15. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record should be submitted every month to ICGEB with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the ICGEB at any point of time.
16. The decision of ICGEB in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
17. In case of any dispute between the Agency and ICGEB, ICGEB shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Delhi.
18. Termination of the Contract:
19. ICGEB shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Security Guards or Security Supervisors, employed by it.
20. Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Security Agency.

1. Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
2. If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any Proprietor/ partner for the time being of its firm or any member of its cooperative society.
3. If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
4. If Security Agency shall either by itself or by its employee/servants commit or suffer to be committed any act which, in the opinion of the ICGEB, whose decision in that behalf shall be final is prejudicial to the interest or good name of the ICGEB.
5. If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month’s notice for termination of the service if they choose to discontinue.
6. Violation of the provisions of Contract Labour (R & A) Act 1970 and other Acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
7. On termination/expiry of the contract, the Security Agency will immediately remove all its personnel from the premises.
8. An agreement shall be signed with the successful bidder as per specimen enclosed.
9. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the ICGEB will be considered applicable at the time of any dispute/ following any statutory rules.

**Note:** These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between ICGEB and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

 (To be made on Rs.50.00 Non Judicial Stamp Paper)

**DRAFT AGREEMENT**

This Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_ Two thousand sixteen between International Centre for Genetic Engineering & Biotechnology, New Delhi, as one part, hereinafter called ICGEB and M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency for SECURITY ARRANGEMENT on the other part.

WHEREAS the ICGEB is desirous to engage the Agency for providing SECURITY ARRANGEMENT at ICGEB New Delhi campus, on the terms and conditions as stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in ICGEB. The ICGEB shall have no liability in this regard.
2. The Agency shall be solely responsible for any death/accident/medical/health related liability/compensation for the personnel deployed by it at ICGEB. The ICGEB shall have no liability in this regard.
3. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month’s notice on either side.
5. In case of non-compliance with the contract, ICGEB reserves its right to:
	1. Cancel/revoke the contract, and /or
	2. Impose penalty up to 10% of the total annual value of the contract.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft/FDR/or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in ICGEB.
8. The personnel provided by the Agency will not claim to become the employees of ICGEB and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in ICGEB.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of ICGEB in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and ICGEB, ICGEB shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Delhi.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in ICGEB campus, New Delhi in the presence of the witness:

**International Centre for Genetic Engineering & Biotechnology:**

Witness: 1.

 2.

**Agency:**

Witness: 1.

 2.

**Annexure - A**

**TURNOVER DETAILS**

|  |
| --- |
| **Last Three Years Annual Turnover of the Bidding Entity** |
| (As per the Audited Financial Statement/Annual reports to be enclosed duly certified by a CA, copies of Income tax returns also enclosed as proof) |
| **Financial Year** | **Turnover of operations in similar kind of business** | **Turnover in Other Operations** | **Total Turnover** | **Net Profit** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Financial Statements are Balance Sheets and Profit & Loss Statements duly certified by a CA.
2. The Audited Financial Statement etc., are for the year 2012-13, 2013-14 and 2014-15 or 2015-16 (Proofs to be submitted to satisfy/meet the requirements of Eligibility criteria).

Authorised Signatory

Name & Address of the firm with seal

**Annexure - B**

**UNDERTAKING/DECLARATION FOR NOT BEING BLACK LISTED**

Date ...................................

To,

The Administrative Officer

International Centre for Genetic Engineering & Biotechnology

Aruna Asaf Ali Marg

New Delhi – 110 067.

Dear Sir,

I / We ................................................... hereby confirm that our firm has not been banned or Blacklisted by any government organizations/Institutions/Court/Public sector Units/Private organizations. Further, it is certified that there is no police case pending against our firm/partner relating to previous service contracts.

Authorised Signatory

Name & Address of the firm with seal

**Annexure - C**

Details of other organizations where such contracts were undertaken during the last **FIVE** years

**(enclose supporting documents)**.

Proforma containing details of other organizations where such or similar contracts were undertaken.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name &Address oftheorganization,contact number | No. ofpersonnelsupplied | Periodofcontract | Whether Govt/semiGovt/Autonomousbodies/PSUs/Institutions/ Industriesetc. **(pls. specify)** | Amountofcontract | Reason fortermination(ifcurrentlynot valid) |
|  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |

Authorised Signatory

Name & Address of the firm with seal

**Annexure - D**

Personal details of the Security Guards to be deployed in ICGEB for Security Arrangement

**(enclose copy of a valid ID Card)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of the Guard | Father’s Name | Age | Address | Educational Qualification | Related Work Experience | Ex-service Man |
|  |  |  |  |  |  |  |
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Authorised Signatory

Name & Address of the firm with seal

**Annexure - E**

**CHECK-LIST (TECHNICAL BID)**

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Description of requirement** | **Yes/No** | **Page No.** |
| 1 | The firm is registered with the **Regional Labour Commissioner (Govt. of Delhi)** under the Provisions of Contract Labour Act and its validity date is………………………. |  |  |
| 2 | Copies of the **Balance Sheet** and **P&L A/c** for the last 3 years duly certified by a CA enclosed. (Attach supportive documents: Annexure – A) |  |  |
| 3 | Registration certificate issued by the **Provident Fund Commissioner** enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of Delhi, enclosed. |  |  |
| 4 | Copy of the Registration certificate/allotment letter of **GST** number enclosed. |  |  |
| 5 | Copy of the Registration certificate/allotment letter for **PAN** from the Income Tax Department enclosed. |  |  |
| 6 | Registration certificate of **ESI** enclosed. |  |  |
| 7 | Proforma containing details of other organizations where such contracts were/are undertaken enclosed. (Attach supportive documents: Annexure – D) |  |  |
| 8 | DD of Rs.1,50,000/- as EMD and Rs.500/- as tender fee enclosed. |  |  |
| 9 | Price bid proforma completed & sealed in separate envelope enclosed. |  |  |
| 10 | List of Arbitration cases (if applicable) enclosed.Do not leave it blank. **If there are no such cases, write “Not Applicable”**. |  |  |
| 11 | **Undertaking of the Agency** confirming the availability of adequate manpower of requisite qualification and experience for deployment at ICGEB enclosed. |  |  |
| 12 | **Acceptance of terms and conditions** attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of the tender document. |  |  |
| 13 | **Copy of the last income tax return enclosed.** |  |  |
| 14 | **Undertaking by the bidder** to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts enclosed. (Annexure – C) |  |  |
| 15 | At least one currently valid contract for similar work. |  |  |

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Authorised Signatory

Name & Address of the firm with seal

**NOTE:** Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected.