



**icmr** | **NIREH**  
INDIAN COUNCIL OF MEDICAL RESEARCH | NATIONAL INSTITUTE FOR RESEARCH  
IN ENVIRONMENTAL HEALTH

आई.सी.एम.आर. - राष्ट्रीय पर्यावरणीय स्वास्थ्य  
अनुसंधान संस्थान  
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार  
कल्याण मंत्रालय, भारत सरकार

ICMR-National Institute for Research in  
Environmental Health  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

## NOTICE INVITING TENDER

### TENDER No. NIREH/BPL/SECURITY/2019-20/1

The Director, ICMR-National Institute for Research in Environmental Health (NIREH), Bhopal invites sealed tender in two bid system for "HIRING OF AGENCY FOR PROVIDING SECURITY SERVICES" at ICMR-NIREH, Bhopal in its Bhauri & Kamla Nehru Hospital Campus. The Tender form will be issued from **20.03.2019, 10:00 am to 10.04.2019 up to 02:00 pm**. Last date of submission of Tender is up to **10.04.2019, 02:00 p.m**. A **pre bid meeting of prospective bidders** have been scheduled on **28.03.2019 at 10:30 a.m**. Technical bids will be opened on 10.04.2019 at 02:30 p.m. in the conference hall of the Institute at Kamla Nehru Hospital Building, Bhopal.

For more details please refer to website <http://www.nireh.org>, [www.icmr.nic.in](http://www.icmr.nic.in), & <https://eprocure.gov.in>.

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

Director  
ICMR-NIREH, Bhopal

कमला नेहरू चिकित्सालय भवन, गांधी चिकित्सा महाविद्यालय परिसर  
भोपाल- 462 001, मध्य प्रदेश, भारत  
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A. Invitation for Tender Document

**TENDER No. NIREH/BPL/SECURITY/2019-20/1**

*For*

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

1. Director, ICMR-NIREH, Bhopal invites sealed Bids for hiring a highly reputed / well established and professional Security Agency, having capability of providing security services/security staff as mentioned in tender documents having minimum of 3 years experience of providing security services to a /Comparable Research/Government Institution of repute. The Agency shall provide personnel for round the clock watch and ward duties in its campus at Bhauri & Kamla Nehru Hospital Building campus of ICMR-NIREH, Bhopal as per requirement of the Institute possessing minimum qualifications mentioned in the “Conditions governing tender for providing security Institute services” in this tender document as the case may be. **Tender documents may be downloaded from the Institute’s website web site [www.nireh.org](http://www.nireh.org) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given below as Important Date.**

**IMPORTANT DATES**

<b>Publishing Date</b>	<b>20.03.2019 (10.00 a.m.)</b>
<b>Bid Document Download</b>	<b>20<sup>th</sup> March 2019 (10.00 a.m.)</b>
<b>Pre-Bid Meeting in Conference Hall at NIREH, Kamla Nehru Hospital Building, Bhopal</b>	<b>28<sup>th</sup> March 2019 (10.a.m.)</b>
<b>Bid Submission Start Date</b>	<b>29<sup>th</sup> March 2019 (10.00 a.m.)</b>
<b>Bid Submission End Date</b>	<b>10<sup>th</sup> April 2019 (02.00 p.m.)</b>
<b>Bid Opening Date (Only Technical)</b>	<b>10<sup>th</sup> April 2019 (02.30 p.m.)</b>

Tender EMD (Earnest Money Deposit):

**₹ 2,00,000/- (Rupees Two Lakhs Only)** in the Form of a **Demand Draft//Bank Guarantee Payable** to NIREH, Bhopal on any scheduled Bank payable at Bhopal.

2. Complete Tender Document may be obtained from the Office of the **Director, ICMR-National Institute for Research in Environmental Health [ICMR-NIREH], Kamla Nehru Hospital Building, Bhopal – 462001** on all working days from **20.03.2019, 10:00 A.M. to 10.04.2019, 02:00 P.M.** by depositing a Demand Draft for Rs. 1000/= (One Thousand Hundred only) payable at Bhopal and drawn in favour of “**NIREH, Bhopal**” towards Tender fee. It can also be downloaded from the website of NIREH, Bhopal [www.nireh.org](http://www.nireh.org) till **10.04.2019 up to 02:00 P.M.** The bidders using the tender form downloaded from the website, are not required to submit the Tender document fee.

3. The Companies/Firms/Agencies are requested to send their bids duly completed in all respect along with Earnest Money Deposit (EMD) in the form of Demand Draft/Bank Guarantee issued in favour of NIREH, Bhopal, drawn on any nationalised/scheduled bank payable at Bhopal and other requisite documents to the undersigned duly superscripted “**Bids for HIRING OF AGENCY FOR PROVIDING SECURITY SERVICES**” before **02:00 p.m. on 10.04.2019**. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of any postal delay, this Institute will not be responsible.

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

**NOTE : The EMD and Tender Document Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.**

4. The sealed envelopes are to be deposited in the tender box placed at the **Administrative Office, Kamla Nehru Hospital Building, NIREH, Bhopal** or may be sent through registered/speed post addressed to **Director, ICMR-National Institute for Research in Environmental Health [ICMR-NIREH], Kamla Nehru Hospital Building, Bhopal - 462 001.**

5. Technical Bids will be opened on **10.04.2019 at 02:30 P.M.** in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day. Only one authorized representative from the firms are allowed to participate in the opening of technical bids along with authorization letter.

6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Director, ICMR-NIREH through the website [www.nireh.org/www.icmr.nic.in/CPP](http://www.nireh.org/www.icmr.nic.in/CPP) Portal.

7. ICMR-NIREH, Bhopal 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-NIREH, Bhopal in this regard shall be final.

**Director  
ICMR-NIREH, Bhopal**



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IN ENVIRONMENTAL HEALTH

## B. ELIGIBILITY CRITERIA AND DOCUMENTS REQUIRED THEREOF

- i. All Agencies registered under Indian Registration Act 1980/Indian Partnership Act 1932/Companies Act 1956 and in possession of valid labour license certificate under Contract Labour (Regulation and Abolition) Act, 1970, a copy of both shall be attached with the Technical Bid.
- ii. The agency should have experience of atleast three years of providing security services (ex-servicemen/civil guard(male-female) in government/Semi Government/PSUs/ Govt.undertaking/Research Institutes.
- iii. The agency should have a annual turnover of 01 Crore or more in respect of Security Services only of preceding three financial years (2015-16, 2016-17 & 2017-18) and attach documentary proof certified/authenticated by a Chartered Accountant. **Or**

The agency should have satisfactorily completed at least one similar work of value equal to 80% of average turnover or more from any Govt/Semi Govt/Govt undertaking/Research Institutes in last three years **Or**

should have satisfactorily completed at least two similar work of value equal to 50% of average turnover or more from any Govt/Semi Govt/Govt undertaking/Research Institutes in last three years **Or**

should have satisfactorily completed at least three similar work of value equal to 40% of average turnover or more from any Govt/Semi Govt/Govt undertaking/Research Institutes in last three years.

The tenderer have to submit documentary proof in support of above satisfactorily completion of security contract from the concerned clients/employer failing which the information is liable to be treated as invalid.

- iv. The agency should have valid arms and ammunition licence.
- v. The Agency should also show demonstrable capacity and ability to provide adequate trained manpower as per requirement and also 40-50 (security guards) at a very short notice (as may be warranted by any urgent situation).
- vi. The Agency should provide latest Communication System. Sufficient Documentary proof of ownership / arrangement of the same should be attached. Rates if any for the same to be quoted as part of Service Charge.
- vii. It is preferred that the Agency should have expertise in conducting investigations in the event any loss due to theft/ fire etc., happening in the campus when the Security Guards / Personnel were deployed and mechanism for internal surveillance, including capability of installing/ monitoring CCTV cameras, fire equipments etc., and deploying specific personnel to this effect.
- viii. Bids should be submitted strictly in the enclosed format along with supporting documents. **No column in the Tender form should be left blank, failing which the bids shall liable to be rejected without notice.**
- ix. The Agency shall furnish details of any legal case or any issues, if any, pending in any court of law against them or the concerned authorities, especially with regard to any violation in the



statutory laws viz EPF Act, 1952 ESI Act, Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Contract Labour (Regulation and Abolition) Act, 1970, and Contract Labour (Regulation and Abolition) Rules, 1971, other Labour Laws, and Income Tax etc. The bids of such tenderers having any pending/ongoing/contemplated issues relating to EPF, ESI, Labour laws, Income Tax, etc. on concealment of any such information will be liable to be rejected straightaway without any notice. The decision of the competent authority of Director, ICMR-NIREH in this regard will be final.

- x. Single Point of Contact: The selected Bidder shall appoint a single point of contact, with whom ICMR-NIREH, Bhopal will deal with, for any activity pertaining to the requirements , handling of resource escalations, conflicts etc. **at no additional financial cost** to the Institute.
- xi. The agency should submit an affidavit on non judicial stamp of Rs. 100/- to the effect that the firm is not blacklisted during the last three years by any of the Govt/Semi Govt/PSU/Govt Undertaking/Institute/Dept. and to the effect that no legal matter/court case is pending or contemplated against the proprietor/partners/director of the security agency/firm/company related to any mater including EPF/ESI and Income Tax during the last three years.
- xii. **The tenderer should submit the EMD of Rs. 2,00,000/-** (Rupees Two Lakhs Only) valid upto the final bid validity period (31.07.2019) shall be submitted by the Tenderer through Demand Draft/Bank Guarantee issued by any Nationalised/Scheduled Bank in favour of the NIREH, Bhopal payable at Bhopal.
- xiii. The agency should provide the following document and other relevant documents as mentioned in cheque list alongwith the Technical bids:
  - (i)Registration No. of the Company/Agency under State/Central Govt. or any other Organization viz Directorate General Resettlement (DGR)/ Companies Act etc. (Documentary proof to be attached).
  - (ii) Status of the Company/Agency (Ltd./ Pvt. Ltd./ Partnership or Proprietorship) - Documentary proof to be attached.
  - (iii) Registration with Regional Labour Commissioner for engaging a minimum no. of 50-100 or more personnel per month for the preceding 3 years – Documentary proof to be attached.
  - (iv) Valid ESI Registration No. – Documentary proof to be attached.
  - (v) Valid EPF Registration No. – Documentary proof to be attached.
  - (vi) Valid Service Tax No. – Documentary proof to be attached (As applicable).
  - (vii) Valid PAN – Documentary proof to be attached
  - (viii) Valid GST Registration Number – Documentary proof to be attached (As applicable).
  - (ix) Income tax returns filed during preceding three financial years (2015-16, 16-17, 17-18) – Documentary proof to be attached.
  - (x) Registration No. with the Private Security Agencies (Regulation) Act 2005 (PSARA 2005)
  - (xi) Address proof of the Registered Office and of the Bhopal (local, if any) Office.

## C. EARNEST MONEY DEPOSIT (EMD), SUBMISSION OF TENDER

- i. EMD of Rs. 2.0 Lakh (Rupees **Two Lakh** only) shall be submitted alongwith the technical bids inform of DD/Bank Gurantee to the **Director, ICMR-National Institute for Research in Environmental Health, Kamla Nehru Hospital Building, Bhopal-462001**, in a separate envelop super scribed as “*Ssubmission of earnest money for tender No. NIREH/BPL/Security/2019-20/1*” **on or before bid opening date/time as mentioned in important dates.** Bid without EMD shall be summarily rejected.
- ii. Bidder(s) who have been registered with DGS&D, NSIC/Micro & Small Enterprises (MSE) as defined by department of Micro, Small and Medium Enterprises (MSME) may be exempted from submission of EMD amount subject to submission of registration certificate issued by the concerned competent authority. Photocopy of Income Tax & Sales Tax/GST clearance certificate should be enclosed

### iii. Submission of Tender

- a. The tender shall be submitted in two parts (Technical Bid and Financial Bid).
  - b. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission.
  - c. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period i.e. **31.07.2019** otherwise the EMD submitted by the tendering firm would stand forfeited.
  - d. In case the successful Tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited
  - e. **The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.**
  - f. Conditional tender will be rejected.
  - g. Each bidder should submit only one tender for this work. If two tenders are submitted by single firm/company, then both tenders are liable to be rejected.
  - h. If any individual is an owner/director in more than two firm/company, then only one of such firm/companies should submit the tender for this work. If it is found that more than on tender has been submitted by such firm/companies, then such tenders are liable to be rejected.
  - i. The employees of this institute and their near relatives (by near relatives, here means, wife, husband, parents, grandparents, children, brother, sister & cousins and their corresponding in-laws) shall not be permitted to submit the tender.
  - j. Tender should be rejected if not sealed properly.
  - k. Tender received after scheduled date and time will not be considered.
- iv. The EMD should be valid for the period of Bid validity period i.e. **31.07.2019**.
    - a. EMDs of remaining Bidders, except of the successful Bidder shall be returned within a period of 30 (Thirty) days from the date of issuance of Letter of Award (LOA) to the Successful Bidder.
    - b. The EMD of the Successful Bidder shall be retained and will be returned after the submission of Security Deposit/Performance Bank Guarantee.
    - c. No Interest shall be paid on EMD
    - d. EMD shall be forfeited, in any of the following cases:
      - i. The bidder withdraws its proposal after the proposal due date.



- ii. The successful bidder fails to accept LOA within the stipulated period.
- iii. The successful bidder fails to submit the performance bank guarantee within the stipulated period and sign the agreement.

#### D. AWARD OF TENDER.

- i. The tender documents so received will be scrutinized by the committee constituted for the said purpose and the final acceptance of a tender will rest with the Director-ICMR-NIREH, Bhopal, who does not bind himself to accept the lowest tender, and reserves with himself the authority to reject any or all of the tenders received, without assigning any reason. The decision taken by the Director in this regard shall be final and binding on all parties concerned. The bids not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.
- ii. Only Price bid of technical qualified firm will be opened in the presence of the bidders.
- iii. Lowest and reasonable bidder in financial bid will be considered for award of work.
- iv. If two bidders are equal financially, the Director, reserves the right to award the work to any one having more experience in providing security services or more bidders.
- v. Tenders quoted without fixed services charges and in rupees will be summarily rejected.

#### E. DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

The following documents are to be furnished by the Bidder along with Technical Bid:

- i. Self attested copy of valid PAN, TIN, EPF, ESI, Service Tax/GST (as applicable) Registration and **Tender Acceptance Letter as per Annexure-I.**
- ii. Self attested copy of documents **as per Annexure-II.**
- iii. Self attested copy of **Annexure-IV** (current list of clients with full address, providing details of man-power, wherein monthly 100 or more personnel were provided in).
- iv. Self attested copy of previous three years Income Tax Return/VAT Return / latest VAT Clearance Certificate / Service Tax Return.
- v. Self attested copy of turnover duly certified by the Chartered Accountant(CA) for last three years.
- vi. All the documents mentioned under heading “**Eligibility Criteria**” as per para #B

#### **NOTE:**

- a) If the bid is incomplete and / or non-responsive it will be rejected during technical evaluation. So, the bidders are requested to ensure that they provide all necessary details in the submitted bids.
- b) If any price details are found in the Technical Bid, the offer will be summarily rejected.

## F. INSTRUCTION FOR BIDDERS

- i. The firms are advised to visit the site of the Institute at Bhauri campus, near IISER Bhopal and Kamla Nehru Hospital Building Campus to get the assessment of work on any working days between 10:00 a.m. to 05:00 p.m. by taking prior permission of the Director.
- ii. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids
- iii. The Committee assessing the technical capability of the Security Agency may refer to its annual report and annual account of the preceding 3 years. Testimonials with regard to quality of services, response time in emergent situations, availability of trained civil guard/ex-servicemen, training facilities etc, will also be referred while considering qualitative and quantitative weightage to these aspects, as it may deem for. The Committee may also visit clients at sites/offices for verification
- iv. Tender bids not accompanied by the EMD will be summarily rejected. The EMD will only be paid through Demand Draft /Bank Guarantee towards EMD.
- v. The Successful bidder shall submit a Performance Security of amount **Rs. 10,00,000/- (Rupees Ten Lakh Only)**, in the form of DD/Bank Guarantee from a Nationalised/Scheduled/Commercial Bank, upon award of contract. The performance security shall be valid for 60 days beyond the date of completion of all contractual obligation of the successful bidder. The EMD shall be refunded to the successful bidder on receipt of Performance Security without any interest.
- vi. The initial contract will be for a period of one year in the first instance, which may be renewable on satisfactory performance basis on mutually, agreed terms and conditions in accordance with all the terms and conditions stipulated in the tender document up to a maximum of another two years or more as per requirement.
- vii. The tenderer should quote the rate and amount in figures as well as in words as tendered by them.
- viii. When the tenderer signs a tender in Indian Language, the total amount tendered should be written in English also. In the case of illiterate tenderers, the rates of the amount tendered should be attested by a witness whose complete name and address should be stated in capital letters.
- ix. At the first stage, the Technical Bids shall be opened in the presence of tenderers or their authorized representative(s), having proper identity proof and authorization letter, who may like to be present as per schedule. The time and date of opening of Financial Bids shall be intimated later. Only successful tenderers, on the basis of the Technical Bid and after satisfactory inspection of their establishment concerned or otherwise by assessing the suitability, as deemed fit by the Institute, shall be informed about the time of opening of Financial Bids.
- x. The tender is not transferable under any circumstances at any stage.

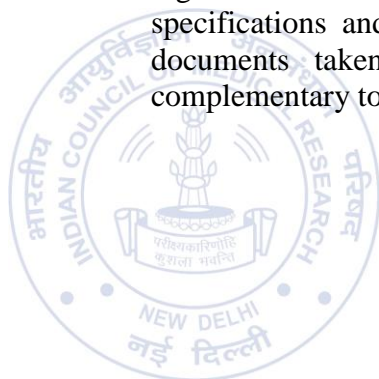
- xi. Conditional or incomplete tender/bid shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- xii. Bids in any form other than the prescribed form or incomplete bids will not be entertained and will be summarily rejected.
- xiii. The ICMR-NIREH, Bhopal reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof and the decision of the Director, ICMR-NIREH, Bhopal in this respect shall be final and binding. The bidder will have the option to enquire the bidding conditions, bidding process and/or rejection of its bid.
- xiv. **Bid from the tenderers shall remain valid upto 31.07.2019.** Any Bid valid for a shorter period shall be rejected by the Institute as non-responsive. In exceptional circumstances, the Institute may request for the consent of the Contractor for an extension to the period of Bid validity. A Tenderer accepting the request and granting extension will not be permitted to modify his Bid.
- xv. The Technical and Financial Bids shall be evaluated as per the standard criteria prescribed by the Institute.
- xvi. Bids of tenderer who fail to complete/fill the tender format are liable to be rejected. Therefore bidders may carefully note while filling. If a firm quotes 'NIL' administrative/management charges, the bid shall be treated as unresponsive and will not be considered.
- xvii. The tenderers should quote the rate in figures as well as in words tendered by them for each item in **Annexure-V**.
- xviii. The Tender Notice, Additional Instructions for tenderers, amongst other documents, shall form a part of the agreement with the party whose tender is accepted.
- xix. The ICMR-NIREH, Bhopal premise is a '**NO SMOKING & TOBACCO FREE ZONE**', any personnel deployed by the agency in the Institute found smoking, eating pan/ gutka or intoxicants/drugs etc shall be punished as per the law of land/rules of the Institute.
- xx. The Bids so received will be scrutinized by the Committee constituted for the purpose and the acceptance of a tender will rest with the Director, ICMR-NIREH, Bhopal, who does not bind himself to accept the lowest tender, and reserves right with him the authority to reject any or all of the tenders received, without assigning any reason thereof. The tenderers not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.

**Director,  
ICMR-NIREH, Bhopal**

## G. DEFINITIONS

### ii. For terms used in this contract Document

- a) **“Firms/Agency/contractor”** means the party/organization whose tender is accepted in full or part by the Institute.
- b) **“Institute”/ “ICMR-NIREH”** means the Indian Council of Medical Research-National Institute for Research in Environmental Health, Bhopal.
- c) **“PAN”** means Permanent Account Number allotted by the Income Tax Department, GOI to the taxpaying organizations and individuals.
- d) **“GST”** means Goods and Services Tax.
- e) **‘EPF’** means Employees Provident Fund.
- f) **‘ESIC’** means Employees State Insurance Corporation
- g) **‘Service Charge’** means the total amount the bidder will quote in the financial bid on account of the security service the bidder is going to render. This will include the administrative charges as well as the profit component.
- h) **“The Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between ICMR-NIREH, Bhopal and the firm/contractor together with the documents referred to therein including these conditions, terms, specifications and instructions issued by the Institute from time to time and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.



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## **H. TERMS AND CONDITIONS GOVERNING TENDER**

1. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005 and Minimum Wages Act (**Wages notified as per Chief Labour Commissioner, Central**), Contract Labour (Regulation and Abolition) Act 1970. EPF Act, ESI Act, Payment of Bonus Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the institute.

2. The tender is invited for security services under which the contractor shall provide security guard (Male/Female) to safeguard institute properties (i.e. building, equipments, materials) and staff working in ICMR-NIREH, Bhopal at both the campus at Kamla Nehru Hospital Building and Bhauri, Bhopal including monitoring and surveillance of the premises. The security agency shall also provide required number of civilian guards (anticipated) for both the campus as follows:

<b>SNo.</b>	<b>Description</b>	<b>No. of Guards</b>
A	Security Guards Without Arms	18
B	Security Guards With Arms	02
C	Supervisor (Ex-service men)	03

**Note: The above personnel are required to be deputed on the site. There should be the provision of reliever as per labour laws. The required number of guards/personnel may be increased or decreased as per requirement of the Institute.**

3. The Agency shall provide Security to the Institute deploying fail-safe Security measures providing early warning and mobilizing trouble shooting elements. The items/situations that have to be covered by Security Services of the Company are enumerated below:

- a) Protection of property and personnel (Officers/staff/students, official visitors and residents) of the Institute against wilful harm; The Institute meaning all Gates/residential areas/Activities Area/Hostels/Guest Houses, Auditorium, etc. all within the boundary of ICMR-NIREH campus.
- b) Protection of property and personnel of the Institute also in transit when so specified.
- c) Protection of cash and documents, when so specified in transit.
- d) Regulate access control at gates, prevent misuse of Institute grounds/campus and facilities by outsiders/preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the campus, prevent vandalism, breaking of twigs/trees, loitering and also ensure proper and timely reporting of violations to Director or his authorized representative of the Institute.
- e) Prevent loss that is on account of lapse in “access control measures’ at Gates of the Institute.
- f) Provide security during official/social/religious functions inside the Institute Campus.
- g) Adhere to the Standard Operating Procedures (SOPs) given by the Director or his nominee which may be modified from time to time by the Director or his nominee.



h) The Agency should be able to earmark one motor cycle (125-150 cc) two wheeler on a 24x7 basis for the Institute. The vehicle is to be stationed in the campus and be used during shift duties / patrolling / supervision. The security supervisors should be in possession of motorised two wheelers and valid driving licence and cost of the motorised two wheelers is to be borne by the agency and it would be part of Service Charge.

i) The Agency should have an Investigation Cell to carry out investigation of thefts. Provision of Sniffer-Dogs to be arranged on call / urgent basis / investigation support etc. and no extra cost is to be borne by the Institute.

j) ICMR-NIREH Campus premise is a '**NO SMOKING & TOBACCO FREE ZONE**'. No security staff of the Agency should be found smoking, eating pan, gutka or intoxicants/drugs while on duty.

k) The contractor shall maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the Director or his authorized representative.

l) All liabilities arising out of accident or death while on duty shall be borne by the Contractor

4. The eight hours shift will normally commence from 6:00AM to 2:00 PM, 2:00 PM to 10:00PM, 10:00PM to 6:00AM. But the timings of the shift are changeable and can be fixed by the Institute from time to time depending upon the requirements.

5. Canvassing of any kind in connection with tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable to rejection.

6. On acceptance of the tender, the name of the authorized representative(s) of the Agency, who will be responsible for taking instructions from the Director or his authorized representative shall be communicated to the Institute Immediately.

7. The Agency shall deploy security personnel to provide security of a very high standard. The security personnel to be provided by the Agency shall satisfy the following requirements:-

**a. Security Guards:**

		<b><u>Civilian</u></b>
i.	Age	: Between 21 to 40 years
ii.	Character	: Exemplary
iii.	Educational Qualification	: Minimum Matriculate
iv.	Physical Standards	: Minimum Height 1) Male: 165cm. 2)Female:155Cms and Physically fit.
v.	Minimum Experience	: Two years in a Security Agency.



**b. Supervisors (Ex-Servicemen):**

i.	Age	:	Upto 45 years
ii.	Character	:	Exemplary
iii.	Qualification	:	Rank: NCO / JCO/Hav. Should possess Driving License of 2 wheeler and served for atleast 15 years of regular service
iv.	Minimum Experience &	:	03 years of supervisory experience in a security agency

8. The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the staff/officer. The Institute shall have the right to have any person removed in case of the security personnel Is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
9. The bidder shall get the guards and supervisor screened for visual, hearing, gross physical defect and contagious diseases and will provide a certificate to this effect for each security personnel deployed. The institute will be at liberty to get anybody reexamined in case of any doubt. Only physically fit personnel shall be deployed for duty.
10. The agency shall provide a medical certificate in respect of security personnel deployed in the Institute on half yearly basis from govt institute for their physical fitness
11. The security personnel engaged by the contractor shall not take part in any staff union and association activities/strike.
12. Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wireless communication equipments. All Guards should have working knowledge of HINDI/ENGLISH and Supervisors should have good knowledge of English apart from Hindi.

NOTE: All the Security Staff deployed:

- a) Should be duly trained as per PSARA so as to be fully conversant with security rules and requirements.
- b) Will be accepted after production of sufficient evidence of verification of their character and antecedents by the police. Should be well behaved to serve the officers/staff and visitors of the Institute.
- c) Approval of the Director would be required prior to the actual deployment of security staff in Institute.

(The Agency shall not deploy any personnel not satisfying the above eligibility conditions)

13. The Agency should also be able to provide 2 to 3 Lady Guards as per the requirement of the Institute. The agency is expected to provide adequate manpower from SC/ST/OBC category also.

14. The Institute shall not provide residential accommodation to any security staff of agency.

15. The Agency shall maintain an Occurrence Book which will be made available to the Supervisory Staff of the Institute.

16. The Agency shall furnish all the relevant records and details, as and when asked for by the Institute and will also maintain and produce, to the satisfaction of the Institute, the relevant records of all payments made by it to its personnel in the format desired by the Institute.

17. Before taking up the contract, the Agency shall provide the registration details of the employees who shall be deputed by it to work at ICMR-NIREH premises and their Provident Fund (PF)/UAN, ESI numbers etc.

18. The Agency shall provide the details of the staff, proposed to be deployed viz., their name, age, father's / mother's name, residential address, contact numbers / mobile numbers, recent passport size photograph, signature and local police clearance certificate. The agency shall issue valid identity cards to all of its staff, such that no worker remains unidentified and is in a position to avail the statutory benefits.

19. The Agency shall provide summer and winter uniforms and other essential equipments to its employees at its own cost. The style, colour and pattern of the Uniform should be acceptable to the Institute. The Agency shall, at all times provide for at their cost and ensure that the workers are neatly attired in Uniform along with I Card/shoes, belts, cap, whistles, batton/rules, jerseys/coat. Non compliance of these instruction, the agency **will be penalized @ Rs. 100/- per guard/per day.**

20. Further the agency is required to provide other security accessories viz. communication system/wireless set/mobile phone & sim cards, torches, batteries, rain coat, umbrella, search light for night surveillance, trolley mirror, hand metal detector, guard cover, ropes, luminous jacket, traffic warning lights as and when required and necessary for providing complete security services to the institute. Institute shall not bear / refund the cost of the uniform and other required accessories to complete the work of providing security services mentioned in scope of work. Movement of security guards in the Institute campus shall be only on account of the bona-fide work and duties delegated to the personnel during their working hours and general discipline and good behavior shall be maintained at all times by the personnel deployed by the Agency.

21. The agency shall be responsible for making payments to all workers through Bank Accounts towards which and bank accounts should be opened in respect of all workers by the Agency. All benefits that are accruable to the workers shall be paid through their Bank Accounts only

22. The Agency shall take Workmen Compensation policy covering all its workmen deputed in the Institute, and submit the same to the Institute. This policy shall be in a joint name of Institute and the Agency with Institute's name as the first party in the policy.

23. The Agency shall not sub-contract any or part of the 'Services' that it provides to the Institute under the contract to another Agency/Contractor in any case.

24. The Agency/Contractor shall pay regular wages to manpower employed by him directly, which shall not be less than the minimum wages, and VDA etc., as notified by Central Labour Department from time to time by the 10<sup>th</sup> day of each month.

25. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Article 24 of the Constitution, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 and the modifications thereof or any other laws relating thereto or applicable thereof and the rules made thereunder from time to time. The agency shall not take recourse to any kind of deviance from labour laws and other statutory liabilities. It shall execute its work under the present contract with responsibility by following all the norms of the law.

26. The Agency shall keep Institute completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligations. The Agency shall keep Institute indemnified against any payment or liability arising out of non-observance of the above mentioned laws/rules and liabilities on account of non-compliance of any other statutory obligation.

27. Any increase/s in the statutory minimum wages effected by the Chief Labour Commissioner (Central) shall be brought to the notice of the Institute by the Agency from time to time. The Institute shall accordingly enhance the minimum wage rates along with the rate of ESI and PF contribution applicable thereon. However, the remaining charges including any other charge/profit / Service Charges, etc shall remain the same as on the date of the original agreement. The onus of providing the gazette notification regarding enhancement of minimum wages shall lie with the agency. However the Institute may enhance minimum wage rate suo moto in pursuance of Govt. Order(s).

28. The Earnest Money deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh Lakhs only) shall be refunded to the successful bidder on receipt of performance security.

29. 50% of the security deposit will be refunded upon successful completion of the contract. Balance 50% of the security deposit will be refunded after the agency finally settles payment/transfer of Provident Fund and other statutory dues to all its workers deployed in the Institute during the term of the contract and provides documentary evidence to the Institute.

30. The compensation or other payments, if any, payable by the Agency under the terms of this contract may be deducted from the wage bill of the Agency.

31. Tax at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant Act in force.

32. The Agency shall perform security duties under the overall charge of the Director, ICMR-NIREH Bhopal.

33. If the Agency fails to implement the assigned job or parts of the Standard Operating Procedures to the satisfaction of Director or any officer nominated by him on any day in any part of the area assigned, the Agency shall also be penalized by imposing a fine of Rs. 1000/- (Rupees One thousand only) per penalty. The penalty shall continue for successive days till the satisfaction of the authorities. The Agency shall provide replacement in case any employee of the Agency is proceeding on leave and this will be at no additional expense to the Institute.

34. None of the employees of the Agency shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty as stipulated in clause 24 above shall be imposed. The employee should not be put in different shifts at other locations and likewise they should not be employed by other Agencies to do so.

35. The Director, ICMR-NIREH Bhopal shall satisfy himself with the security services provided by the Agency and shall certify the same in an appropriate format, along with the monthly bill processed for payments. The Director will also point out any dissatisfaction in the level of service provided by the Agency, and will bring the same to the knowledge of the Director, who will then take necessary action, also specify penalty, if any, to be levied on the Agency.

36. Bills shall be submitted every month, by the Agency to the Director for verification on or before the date fixed by the Institute, along with the record/certification to the effect that all the liabilities on account of compliance of the Labour Laws have been discharged. The Agency will have to produce any additional document/compliance report in the manner prescribed by the Institute whenever required.

37. Wages of the workers has to be paid by 10<sup>th</sup> of the following month. Payment of the Agency's monthly bill shall be endeavoured to be made by Institute within 30 working days from the date of submission of the bill, subject to there being no dispute or discrepancy in the bill. In case of dispute/discrepancies, agency is still liable to pay salaries to the workers by or before 10<sup>th</sup> of every month. It shall not be linked to the payment of the bill from the Institute.

38. In order to ensure that such workers get their entitled wages by 10<sup>th</sup> of the following month, the following schedule will be adhered to:

- i) Monthly bill cycle will be from 1<sup>st</sup> day of the previous month to last day of the month.
- ii) Monthly bill as per above cycle, will be submitted by the service providers in first week of next month.

39. The service provider must ensure that entitled wages of the workers are credited to their bank account on the 10<sup>th</sup> of the following month,. Service provider will not be given any



relaxation in this matter. While submitting the bill for the next month, the services provider must file a certificate certifying the following.

- i) Wages of workers were credited to their bank accounts on (date).\_\_\_\_\_
- ii) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (copy of the challan enclosed).
- iii) EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (copy of the challan enclosed).
- iv) He is complying with all statutory Central Labour Laws including Minimum Wage Act.
- v) It is mandatory for the bidder to submit the proof of payment of last month regards ESI, EPF, etc of the works alongwith current bill.

40. The Agency shall, at its own expense, comply with or cause to be complied with Model rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly on the campus. In case the Agency fails to make arrangement as aforesaid, the Institute shall be entitled to comply with the provisions and recover the cost thereof, from the Agency.

41. The Agency shall be solely responsible for all injuries and / or accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident, death, major hospitalization or any other contingency whilst performing the duty. Thus the Institute shall not be responsible to make any payment or to cover up damages suffered by any persons engaged by the Security Agency.

42. The Institute reserves the right to carry out pre-payment / audit and technical examination of the final bills including all supporting vouchers, abstract etc., The Institute further reserves the right to enforce recovery of any valid and verified over payment, when detected.

43. If, as a result of such audit and technical examination, any overpayment is detected, it shall be recovered by Institute from the bills, submitted by the Agency or from any sums due to the agency. If any under payment is discovered, the amount shall be duly paid to the Agency by Institute.

44. If any damage/theft is caused to the assets/property/office equipment by staff or supervisory staff deployed by the Agency, the Agency shall bear the cost of repair or replacement as the case may be. The decision of Director, ICMR-NIREH Bhopal, in this regard shall be final and binding on the Agency.

45. If, at any time after the acceptance of the tender, Institute decides to abandon or reduce or increase the number of manpower, for whatsoever reasons, the Institute shall give a 30 days notice in writing to that effect to the Agency. The Agency shall have no claim to any payment or compensation or otherwise whatsoever, on reduction, in the required manpower.

46. The Agency shall, as and when asked for, by the Institute, furnish books of account, wage books, muster rolls, PF returns, Form 2A@/11@/ECR/TRRN/CRN and other relevant documents.

47. The payments would be made through monthly bills subject to the satisfactory functioning of the Security Agency. A certificate to this effect would be required to be obtained from Chairperson of the Security Committee of the Institute and appended with the bills in an appropriate format designed by the Institute. A certificate and check list by the agency stating that, the labour laws prescribed by the Government of India have been strictly adhered to and the payment has also been made accordingly, must be enclosed along with the bill. Any dissatisfaction pointed out in the level of service provided by the agency shall be specified with an appropriate penalty, if any levied on the Agency, by the Director..

48. The Agency shall not, at any time, cause or permit any nuisance in the Institute campus or do anything which shall cause unnecessary disturbance or inconvenience to the members of the Institute or brings disrepute to the Institute. If any security guard deputed by the Agency is found creating any nuisance/indulged in immoral/ under influence of liquor/drinking state/unlawful act(s) then the Agency shall be required to terminate his services (after payment of his dues and arrears), on the specific recommendations of the Institute authority made to the Director in writing, explaining the reasons to initiate such an action. The decision of the Director in this respect shall be final.

49. The Agency shall employ only such persons as are skilled and experienced in the security duties and submit the list of workers so employed as well as their Supervisor/In-charge. The Director shall be at liberty to object to and require the Agency to remove from the campus any person employed by the Agency who in the opinion of the Institute misconducts or is incompetent or negligent in the proper performance of his duties and such person shall not be employed again in the Institute . The decision of the Director in this respect shall be final and binding on the Agency.

50. Subject to otherwise provided in the contract, all notices to be given on behalf of Institute and all other actions to be taken on its behalf may be given or taken by the Institute Administration or any officer, with due consent of the Director.

51. All instructions, notices and communications etc., under the contract shall be issued in writing and sent by the Registered Post/Speed Post/E-mail to the last place of business of the Agency and shall be deemed to have been served on the date, when in the ordinary course of post, these would have been delivered to the Agency.

52. The Agency shall be solely responsible for the staff deployed by it in all matters relating to their claims etc. It shall indemnify Institute against any payments to be made under various Labour Laws and for their observance.

53. The Agency shall obtain, at its own cost, all permissions and license etc., under various laws/regulations/rules, as required during the period of contract, in connection with carrying out obligations under this contract.

54. In the event of any loss due to theft or otherwise, on account of negligence of the Agency's employees, the Agency shall make good the loss, either by the replacement of the lost item(s) and/or material by adequate payments, so that the lost item(s) and/or material can be replaced. The decision of the Director of the Institute in this regard shall be final and binding on the Agency.



55. The deployment of security staff shall be as per the provisions of Labour Laws, and round the clock (24x7) and these will be in three shifts of 8 hrs each, on all the seven days of a week and 365 days in a year. In case of more than 8 hrs duty per day by the same person, extra daily hours will be deducted from the bill of the Agency. No Security Guard/Supervisor will be allowed to perform double duty unless authorized by the Director of the Institute and no employee shall work for more than 27 days in a month as specified by Labour Laws.

56. The Agency shall comply with all instructions issued by Institute from time to time. Non-compliance of these instructions will entail penalty, to be decided by Institute and the decision of Director shall be final and binding on the agency.

57. The Institute will provide a suitable office space to the Agency during the period of contract.

58. The Agency must be a registered Agency and must have license under Contractor Labour (Regulation and Abolition) Act, 1970, a copy of which may be attached with the Technical Bid. In case an agency cannot submit the valid labour licence, detailed reasons for the same must be mentioned in the technical bid.

59. The guards on duty shall be well behaved, polite and courteous. The qualification and standards be adhered to as said under clause mentioned above.

60. The guards on duty should be present in their assigned places, guarding the campus/performing the duty assigned to them, and, they should not be found wastefully chatting/using mobile/electronic devices/ reading newspaper or otherwise neglecting their roles of assignments during duty hours.

61. The Agency should have a proper system for checking the guards on duty, day and night for every shift. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified. A daily report to be submitted to the Director. The Agency should supply Guard Check Books to the guards at its own cost.

62. Once the shift of a particular guard is over, he should not be found on premises chatting / idling with guards/cleaners or outsiders.

63. In case of fire breaking out, the guard on duty shall inform the Fire Brigade immediately. The Security Guards employed by the Agency should be trained by them in the use of fire detection and alarm system installed in the Institute and also in using fire extinguishers.

64. The Agency shall maintain liaison with local authorities, police and fire brigades.

65. The contractor shall be responsible to protect all properties and equipment of the Institute entrusted to it.

66. The contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Institute premises.

67. In case it is felt by the Institute that any workman or supervisor of the Agency is not suitable for carrying out the job or for supervision or entangled in any police / legal hassle, or found drinking at work site or in possession of objectionable material or doubtful person / out of bounds person / acquaintance etc the Agency shall immediately replace the workman/supervisor concerned.

68. On the occasion of National festivals, all guard are required to be present in Ceremonial uniforms and no extra cost is to be paid for this by the Institute.

69. **Extension of contract:** If the Agency is desirous of an extension of contract beyond the present term, under the present agreement, then, the Agency should apply in writing to the Director, atleast 90 days before the expiry of the contract; for an extension for a further period of two years maximum, which may be granted on the existing rates and conditions.

70. **Determination of contract:**

(a) In the event the Agency commits breach of any of the terms and conditions, herein contained and /or required to be observed by it, Institute shall be at liberty to terminate this contract by giving 30 days notice and without assigning any reasons. Moreover apart from it Institute shall be entitled to forfeit amount of the security deposit or any part thereof.

(b) In the event the Agency commits any serious breach of any of the terms and conditions, herein contained and /or required to be observed by it, and when the security of the campus is under threat/endangered, then Institute shall be at liberty to terminate this contract by giving 48 hours notice and without assigning any reasons. Moreover apart from it Institute shall be entitled to forfeit amount of the security deposit or any part thereof.

71. In case of any accident/damage/breach of security etc., caused due to the negligence of the staff deployed by the Agency, the loss shall have to be made good by the Agency.

72. The Agency shall be allowed free use of water, electricity in the designated area in the building, strictly for carrying out the duties and responsibilities assigned to it under the contract.

73. The work of the Agency shall be reviewed by the Director or his authorized representative every quarter, wherein a senior executive of the Agency is required to be present.

74. All office and other stationery items such as tables, chairs, computers, fax machines, printers, pens, pencils, registers, shall be arranged by the Agency at its own cost for their staff. The Agency, for discharging their duties and responsibilities as per the contract agreement, will not utilize any facility available at Institute offices, unless otherwise agreed to in writing by Institute.

75. The Agency shall provide gunmen(atleast two) alongwith ammunitions or as per the requirement of the Institute. Licensed guns and ammunitions shall be provided by the Agency on its cost to its security guards.

76. In the event of any dispute on the functioning of the contract, the same shall be referred to a mutually acceptable Arbitrator, to be nominated by the Director of the Institute. If for any reason(s), the reference cannot be made by the Director, then, there shall be no reference to Arbitration. In such an eventuality, the decision of the Director shall be final. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996. The place of Arbitration shall be Bhopal.

77. On occurrence of any accident as defined under the guidelines for Settlement of Claim for Compensation on Accident, will be paid by the Contractor. However, ICMR-NIREH shall whether or not there has been any wrongful act, neglect or default or its part and notwithstanding anything contained in other law, be liable to pay compensation to such extent as applicable, any compensation paid by the ICMR-NIREH on this account is invariably be recovered from agency.

78. The Agency shall be fully responsible and settle all issues / claims viz retrenchment benefits, PF, Gratuity, Livery, Leaves, E.S.I. etc., during the period of the pendency of this contract, to its workers as per law, and acknowledgement submitted to Institute. On expiry of the contract the security deposit shall be refunded only after fulfilment of these obligations.

79. The Agency shall pay, and continue to fulfil, during the currency of contract all statutory requirements applicable, as per rules and law, regarding payment of gratuity/retrenchment benefits etc. It shall keep Institute indemnified and hold the institute harmless from and against all claims, damages, losses, expenses arising out of, or resulting from the work/services under the contract provided by the contractor.

80. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. Institute shall not be responsible and shall not bear any cost of such litigation.

81. The Agency further agrees to absolve the Institute from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Agency. It is clearly understood that should the Institute be called upon to make any payment to any authority, the Agency shall reimburse such amounts to the Institute whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the Institute for any default of the contractor or its employees committed during the operation of this Agreement, the Agency shall pay the Institute such amount on demand without protest.

82. The Agency shall fix not more than one tent for accommodating its staff at its own cost and risk at the locations specified by the Institute for the purpose of short transit and rest of the workers, including provision of basic facilities and work place services. It will be the responsibility of the Agency to guard the place and keep it clean and sanitized for a healthy habitat.

83. That no right, much less a legal right shall vest in the Agency's workers / employees to claim/ have employment or otherwise seek absorption in the Institute nor the Agency's workers / employees, shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers / employees will remain employees of the Agency at all times and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing or work at the Institute. Such a stipulation shall also be mentioned in the appointment letter or any similar document which may be issued to workers / employee of the Agency.

84. All / any dispute(s) arising from this agreement shall be subject to the jurisdiction of Bhopal/Jabalpur courts.



**icmr**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH

**NIREH**

NATIONAL INSTITUTE FOR RESEARCH  
IN ENVIRONMENTAL HEALTH

## **H. PRE CONTRACT INTEGRITY PACT**

### **GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_, between, on one hand, the President of India acting through **The Director, ICMR-NIREH, Bhopal** (hereinafter called the “BUYER, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by \_\_\_\_\_ (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU/Autonomous Body performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.



- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other



intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers to the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of **Rupees Two Lakhs** as Earnest Money Deposit, with the Institute through any of the following instruments:

- (i) Demand Draft/Bank guarantee in favour of **NIREH, Bhopal**
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the Institute on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Institute shall be treated as conclusive proof of payment.
- 5.2 The Performance Security Deposit shall be valid upto a period of sixty days beyond the date of completion of all contractual obligations of supplier.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Institute to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No Interest shall be payable by the Institute to the BIDDER on Earnest Money/performance Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Institute and the Institute shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the Institute, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Institute, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Institute resulting from such

cancellation/rescission and the Institute shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Institute.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letter of Credit have been received in respect of any contract signed by the Institute with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Institute to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Institute will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute created for prevention of corruption.

6.3 The decision of the Institute to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar security services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar security services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and the initial contract will be for a period of three years in the first instance, which may be renewable on satisfactory performance basis on mutually, agreed terms and conditions in accordance with all the terms and conditions stipulated in the tender document up to a maximum of another two years. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Institute	BIDDER
Director	
ICMR-NIREH Bhopal	
<u>Witness</u>	<u>Witness</u>



1.	1.
2.	2.

\*Provisions of these clauses would need to be amended/deleted in line with the policy of the Institute in regard to involvement of Indian agents of foreign suppliers.

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
Director  
ICMR-National Institute for Research in Environmental Health  
Kamla Nehru Hospital Building  
Gandhi Medical College Campus  
Bhopal – 462001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

**Name of Tender / Work: -Hiring of Security Agency for providing Security Service- Regarding**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents, including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. It is certified that we agree to keep the offer valid **up to 31.07.2019**.
7. I/WE are enclosing herewith the Demand Draft No..... dated..... for **Rs...../- and Demand Draft No..... dated..... for Rs...../-** drawn in favour of **NIREH, Bhopal (payable at Bhopal)** towards **Tender Fee and EMD / Bid Security** respectively.  
**(TENDERS NOT ACCOMPANIED WITH EMD/ BID SECURITY ALONG WITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).**
8. It is certified that the Technical bid (**along with checklist, page numbers and related documents**) and Commercial/Financial bids have been sealed separately and submitted with offer for consideration, evaluation and competition
9. All pages of tender have been duly signed and stamped. (No thumb impression should be affixed)

10. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



NATIONAL INSTITUTE FOR RESEARCH  
IN ENVIRONMENTAL HEALTH



**ICMR-NIREH Bhopal**

*(To be put in 1<sup>st</sup> cover marked 'TECHNICAL BID)'*

Questionnaire to be filled by the Company/Agency applying for tender for Security Contract in ICMR-NIREH Bhopal. (each response/document must be given with proper reference (Page number) in the following tender document)

1.	Name of the Company/Agency (full address with Tel. No.)	:	
2.	Registration No. of the Company/ Agency under State/Central Govt. under PSARA.	:	
3.	Status of the Company/ Agency (Ltd, Pvt. Ltd, Partnership or Proprietorship) Attach details.	:	
4.	Bio-Data of key officials (Extra sheets may be attached)	:	
5.	Details of any tie-ups (Please attach details)	:	
6.	If already registered with Labour Deptt. for engaging a minimum of 50 or more employees, then submit the proof. If not, please give reason. Please submit an undertaking to register in the event of being awarded the contract.	:	
7.	Registration certificate under Contract labour (R&A) Act 1970	:	
8.	ESI No.	:	
9.	EPF No.	:	
10.	Service Tax No.	:	
11.	PAN	:	
12.	TAN	:	
13.	GST	:	
14.	Do you have any experience in handling of:  a) Access Control Systems b) CCTVs and recorders c) Computers d) Communication and Wireless equipment.  ( Please indicate locations/clients wherever these are being handled as per attached format- Annexure-I)	:	

15.	(a) Details of ISO Certificate  (b) Membership of any Professional Security Association	:	
16.	Details of location of Training School	:	
17.	Has the firm filed its Income Tax return in the previous financial year (2015-16, 16-17, 17-18)? If yes, please attach duly acknowledged copy of the same.	:	
18.	Details of annual turnover of the firm during the last three financial years i.e. (2015-16, 16-17, 17-18) duly certified by the C.A.	:	
19.	Do you have provision of Group Insurance cover for your employees? If yes, please attach proof.	:	
20.	Do you have experience in security service for at least three years or more? If yes, please provide details as per attached format: Annexure-II.	:	
21.	Do you have an experience of working in Health Research Institutes, specially handling Student related activities viz Hostels, Student functions/festivals/Official Programmes/Elections etc? If yes, provide details as per attached format, Annexure-II.	:	
22.	Please provide current list of clients wherein security staff of 100 or more is provided and also provide details of client for whom you have employed 40~50 or more employees at one location in one shift, Annexure-II.	:	
23.	Ability to provide Civilian/Ex-Serviceman and Female Guards. (Please State Clients where provided).(Attached as Annexure IV)	:	
24.	Do you have Wireless communication system license issued by Govt. of India? If yes, attach proof.	:	
25.	Please provide details of infrastructure in terms of electronic/non-electric security gadgets, etc. available in the company and also available for Institute.		
		:	Available with the Agency      Available for ICMR-NIREH
a)	Wireless Sets	:	
b)#	Central Monitoring System	:	

c)#	Guard Monitoring System	:	
d)#	Hand Held Metal Detectors	:	
e)#	Door Frame Metal Detectors	:	
f)#	Search Light with range of 100 meters for night surveillance	:	
g)#	Traffic warning light, Luminous jacket		
h)#	Alcoholic detectors		
i)#	Trolley mirror		
j)#	Camera (Movie/Still)		
26.	<b>1. Basic Crowd Control Devices Available with Agency for ready use</b>		
a)	Ropes	:	
b)	Lathis	:	
c)	Guard Cover ( Cane shield)	:	
27	<b>Please provide the details of Bankers</b>		
	a) Name of the Bank / Branch / IFSC/MICR Code	:	
	b) Address	:	
	c) Account Number	:	
28	Do you have training facilities? If yes, provide details.	:	
29	An undertaking on Rs. 100/- non judicial stamp that the Tenderer has never blacklisted by any of the Central/State Govt Dept/PSUs/Institutes etc and that there is no ongoing police case / vigilance inquiry against the Tenderer or / and its Partners / Directors of the company and he / she has never been convicted or punished by any Honorable Court of Law during last 3 years		
30	Copy of valid arms and ammunitions license		
31	Whether registered with DGS&D, NSIC/MSME, if yes please provide a copy of certificate.		
32	Any other details		

\_\_\_\_\_  
Signature of the Contractor with date  
or his Authorised signatory  
with seal of the Agency/Company

The arrangements of equipment material as per requirement shall be the responsibility of contractor.

**Note:** *If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of earnest money deposit will be forfeited by ICMR-NIREH, Bhopal.*



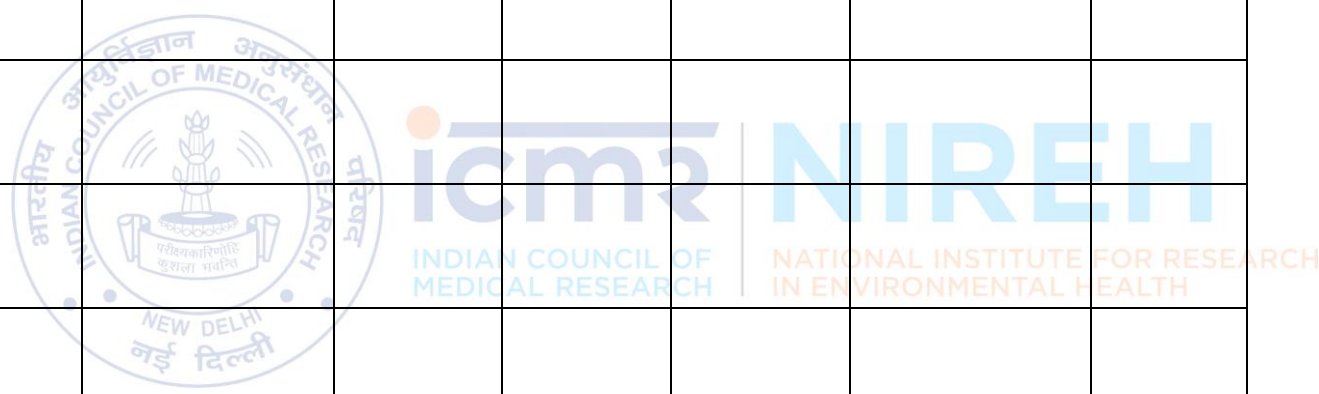
**icmr**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH

**NIREH**

NATIONAL INSTITUTE FOR RESEARCH  
IN ENVIRONMENTAL HEALTH

**Format for information to be provided at S. No. 8 of Technical Bid**  
**DETAILS OF CLIENTS & EQUIPMENT HANDLED/ INSTALLED**

<b>Sl. No</b>	<b>Location/Client</b>	<b>Access Control devices</b>	<b>CC TVs with cameras</b>	<b>Computers</b>	<b>Communication and Wireless Equipment</b>	<b>Remarks</b>



\_\_\_\_\_  
**Signatures of Authorised Signatory**



(Format for information to be provided at S. No. 17 of Technical Bid)

**DETAILS OF STAFF DEPLOYED**

S.No	Name of the Client with address	Period from-to	No. of EXSM Suprs/In spectors.	No. of Civilian Suprs/In spectors.	No. of EXSM Guards	No. of Civilian Guards	No. of Guards per Shift	Remarks

\_\_\_\_\_  
Signatures of Authorised Signatory

**ICMR-NIREH Bhopal**  
(on letter head of the firm)

**FINANCIAL BID**

1.	Name of the Company/Agency (full address with Tel. No.) Email:	:	
2.	Registration No. of the Company/ Agency under State/Central Govt. or any other Organization	:	

Sno.	Wages	<u>Civil Security Guard without arm</u> (As per min. wages)	<u>Civil Security Guard (With arms)</u> (As per min. wages)	<u>Supervisor (Ex- servicemen)</u> (As per min. wages)
(i)	Wages (Minimum) (including VDA)			
(iii)	ESI @ 4.75% of (i) as per Govt. rates			
(iv)	EPF @13% of (i) as per Govt. rates			
(v)	Any other liability, if applicable			
(v)	Contractor's Service Charges (to be mentioned in percentage (%) on <b>basic wages @ (i) only</b> ) <b>Note-</b> Service Charge includes the administrative charges as well as the profit component, Kit/ Uniform and any other charges applicable/ not mentioned above.			
	<b>Total Charges</b>			

Financial bid shall be evaluated considering following requirement of personnel:

- (a) Civil Guard without arm : 18\*Minimum Wage\*Service Charge =  
 (b) Civil Guard(with arms) : 02\*Minimum Wage\* Service Charge=  
 (b) Supervisor Ex-servicemen : 03\*Minimum Wage\* Service charge =  
 Total =

\* The numbers may vary depending on the day to day requirements of the Institute. Relieving Charges @1/6<sup>th</sup> of monthly basic wages will be applicable as law.

1. I/we hereby undertake to abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act,2005 and Minimum Wages Act (**Wages notified as per Chief Labour Commissioner, Central**), Contract Labour (Regulation and Abolition) Act 1970. EPF Act, ESI Act, Payment of Bonus Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the institute.

2. The Contractor's service charges quoted by the firm will include the administrative charges as well as the profit component, will be fixed for the duration of contract.

\_\_\_\_\_  
Signature of the Contractor with date  
or his authorized signatory with  
Seal of the Agency/ Company.

**BANK GUARANTEE FORM**

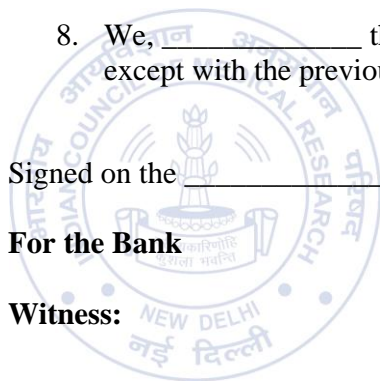
*(To be executed by any nationalised/scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)*

To,  
**National Institute for Research in Environmental Health**  
**Kamla Nehru Hospital Building**  
**Bhopal – 462 001**

In consideration of National Institute for Research in Environmental Health, Bhopal [hereinafter referred to as NIREH', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s \_\_\_\_\_ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with NIREH a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards Earnest Money Deposit security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as required under the terms and conditions of contract / work order no dated \_\_\_\_\_ [ hereinafter referred as the order'] placed by NIREH on the said supplier /contractor. We, \_\_\_\_\_ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay NIREH an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on the demand made by NIREH on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We \_\_\_\_\_ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from NIREH stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by NIREH without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of NIREH under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till NIREH certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We the bank, undertake to pay to NIREH any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We \_\_\_\_\_ the bank further agree that NIREH shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIREH against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of NIREH or any indulgence by NIREH to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and shall remain in force up to \_\_\_\_\_ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. \_\_\_\_\_. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Director, National Institute for Research in Environmental Health, Bhopal.
8. We, \_\_\_\_\_ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NIREH in writing.



Signed on the \_\_\_\_\_ day of \_\_\_\_\_

**For the Bank**

**Witness:**

**Name & Address**



**NIREH**

NATIONAL INSTITUTE FOR RESEARCH  
IN ENVIRONMENTAL HEALTH

**Signature**

**Name(s) & Designation(s)**