

Notice Inviting Tender (NIT)



No. D.10-15 / 2019- NIB

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Dated: 05-02-2019

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES
IN NATIONAL INSTITUTE OF BIOLOGICALS (NIB)**

Sealed Tenders are invited under Two-Bid System from eligible and reputed agencies having capacity to provide the required number of trained security personnel for the security services of the National Institute of Biologicals, Ministry of Health & Family Welfare, A-32, Sector 62, Noida on contract basis for an initial period of one year which can be extendable on year to year basis depending upon the performance of the agency up to a maximum period of 2 years.

Pre-Bid Meeting and Clarification of Bids: A Pre-Bid meeting will be organized by NIB on **18-02-2019** at 4.30 PM. In the said meeting Bidders may ask clarification(s), if any, from NIB about the tender. The clarification shall be asked in writing and the same shall be responded through NIB website.

Last date for submission/receipt of tender(s) is **04-03-2019 up to 15.00 Hours** and will be opened by the Tender Opening Committee in presence of the tenderers or their authorized representatives who wish to be present on the same day, i.e., **04-03-2019** at **16.30** hrs. in the National Institute of Biologicals, Noida. The tenders received after the due date and time will not be considered. The tender sent by fax / e-mail will not be entertained.

- i) Tender documents will be available for sale in the Finance section of National Institute of Biologicals, Noida from **06-02-2019 to 04-03-2019 (up to 15.00 Hours)** and can be purchased during working hours from Monday to Friday on payment of **Rs.1120/-** (including GST) in the form of Demand Draft drawn on a scheduled bank favoring National Institute of Biologicals payable at Noida / Delhi.

Earnest Money Deposit (EMD):-

The bidders are required to deposit Demand Draft of **Rs. 4,00,000/ (Four lakh only)** in favour of the **“National Institute of Biologicals**, payable at **Noida/ New Delhi**, as Earnest Money Deposit (EMD) along with original tender documents for this work. EMD will be returned to unsuccessful bidders after award of the contract. No interest shall be payable by NIB on EMD. EMD will be returned on acceptance of work order and deposit of performance security by the successful bidder.

Tender fee/EMD can also be transferred to NIB's Bank Account through NEFT/RTGS and bidder need to indicate transaction ID details with Date & Time etc. in their Technical Bid The details of NIB's Bank A/c are given hereunder:-

NAME OF BANK	BANK OF BARODA
NAME OF ACCOUNT	NATIONAL INSTITUTE OF BIOLOGICALS

S.B. ACCOUNT	26290100001774
IFSC CODE	BARB0NOIDAX (5 TH digit is zero)

The tenders duly completed in all respects can be submitted / received at the Institute till 1500 hours of 25.02.2019.

- ii) Tenderers may also down load the tender enquiry documents from the website of the Institute <http://nib.gov.in>. and submit the tender by utilizing the downloaded document along with the requisite EMD and non-refundable cost of tender documents Rs.1120/- as mentioned above. There is no cost for Tender documents downloaded by the Bidder.
- iii) Tenderers shall ensure that their tenders, complete in all respect, are, dropped in the designated Tender Box located at the main reception of the Institute on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- iv) In the event of the date mentioned above being declared as a holiday / close day, the tenders will be sold / received / opened on the next working day at the appropriate time.

National Institute of Biologicals,
A-32, Sector 62, Noida-201307 (U.P.).
For and on behalf of Director, NIB.



No. D.10-15 / 2019- NIB
TENDER FOR PROVIDING SECURITY SERVICE TO THE NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA.

The National Institute of Biologicals (NIB), an autonomous institution under the Ministry of Health & Family Welfare, Government of India, having a group of state-of-the-art laboratories equipped with facilities of analysis and characterization of recombinant proteins, enzymes, nucleic acids, antibodies, hormones, vaccines, cell lines, tissue culture and other biologicals medicines & therapeutic substances, diagnostic reagents, kits, etc., is located at A-32, Sector-62 NOIDA (U.P.). The Institute is also having advanced R&D platforms for development of serum banks and biological standards.

Note: *The Tenderer may kindly read the general terms & conditions and details of Deployment of Security Guard – **Annexure-I** carefully before quoting for the services for personnel mentioned at Rate of Schedule, **Annexure-II** and return the original documents duly signed on each page of the tender document in token of acceptance along with Earnest Money Deposited (EMD) of **Rs. 4,00,000/-** by DD/Banker Cheque In favour of National Institute of Biologicals, Payable at Noida/Delhi which will be refunded in due course.*

1. **Two-Bid system** - The offer should be submitted in one set (2 copies). One Set (in duplicate) containing Earnest Money Deposit, Technical/Pre-qualification details/requirement, Literature, Catalogue etc. and Tender document/commercial terms duly signed as a token of acceptance of tender terms should be put in a sealed cover and marked as '**Technical/Pre-qualification Bid**'.
 - a. The Second set (in duplicate) should be sent in a separate sealed cover and should contain **Rates Schedule/(BOQ) minimum wages as on 01-02-2019 Annexure-II** only. '**Price-Bid**' should be clearly mentioned on the cover.
 - b. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelop.
 - c. Both the '**Technical/Pre-Qualification-Bid**' and '**Price-bid**' should then be put in a single sealed cover clearly indicating the Item/services, Tender No. & Due Date of opening on the sealed cover.

2. Pre-qualification criteria

The firm should have the following essential criteria: -

- i. **Registration:** Registered with the State/Central Govt, Department and Department of Police as mandatory requirement.
- ii. The Agency should be providing similar kind of services for a minimum period of 3 consecutive years and having an annual average turnover of Rs. 10.00 Crore during the last three financial years (2015-16,2016-17 & 2017-18) in the books of accounts and being run by Ex-servicemen/ Ex-Paramilitary men .
- iii. The Security Agency should have the experience in extending similar services in any of the Departments of the Government/ Autonomous Institutes/ Public Sector Undertakings/ any other State Government or Public Sector Bank or local bodies/ Municipalities during the period from 01-04-2013 to 31-12-2018 as follows:

- (a) Three similar completed works value not less than Rs. 80 lakhs per annum,
or
- (b) Two similar completed works, value not less than Rs. 1.25 Crore per annum,
or
- (c) One similar completed work, value not less than Rs.1.60 Crore per annum.

(iv) Agency Manpower: The Agency should have at least 500 security personnel on their pay roll as on date of submission, i.e., last date of submission of Tender. Necessary document, i.e., **Electronic Challan Return(ECR)** in this regard to be provided with the Bid document.

Financial Solvency: The Agency should have financial solvency of Rs.1.00 Crore and a solvency certificate from the schedule bank is required to be provided. Solvency Certificate should be latest and should not be issued before 3-Months from the date of submission of Technical Bid.

iv. **Valuation:** The rates quoted in **Annexure-II in the formats**, i.e. Price Bid with Price Break-up for Security Personnel will be considered for financial evaluation purpose only.

The Technical bid shall be accompanied by attested copies of:-

- (a) Registration Certificate with Labour Commissioner, Central/State. (i) ESIC (ii) EPF (iii) GST, (iv) PAN.
- (b) Valid License for providing **Private Security Agencies (Regulation) Rules 2009** from Delhi / UP States as on date.
- (c) Experience Certificate for similar work for the last Five years and all other documentary evidence to prove the PQ Criteria mentioned above.
- (d) Solvency Certificate from a Schedule Bank.
- (d) Certified copy of the annual Accounts for last 3 years (i.e., 2015-16, 2016-17 & 2017-18).

Note: Without above attested copies the Bid will be rejected and disqualify.

General Terms & Conditions.

1. The Security Contractor is to provide the following personnel.

Security Services: comprising Skilled Security Guards/Ex-Servicemen, Gunmen and Security Supervisor round the clock, for security of NIB Campus including Laboratory & Animal House, Administrative Building, Guest House & Hostel, Staff Quarters etc.

The contractor shall abide by and comply with all the relevant laws and statutory requirements like Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF Act etc. with regard to the personnel engaged by him for providing the services in question. It will be the responsibility of the contractor to provide details of manpower deployed by him, to the institute and the authorities prescribed in the relevant laws and Rules. Relevant forms of EPF for each worker will have to be submitted to the Institute for information. The minimum wages and statutory liability mandated by Centre Government officer will prevail.

Rates for each category need to be submitted in the Annexure-II in the given formats attached with this Tender document only and the same shall be duly signed by the authorized representative of the firm/agency.

2. **Tender Validity : The Tender shall remain valid and open for acceptance for a period of 120 days from the date of opening of Tender**
3. The Security Agency shall provide the Security personnel having sufficient Ex-servicemen of total strength of the security personnel all the days round-the-clock including Saturdays/Sundays, Weekly offs (Saturday/Sundays) and other Gazetted Holidays. The Security Agency shall be responsible for replacement of any guard/staff provided by them in case of security personnel staff deployed in the Campus falling sick, proceeding on leave or absent on any day at no additional cost.
4. **The Security personnel are require to work round the clock in 3(three) shift of 8-hours each.**
5. The Agency shall be fully responsible for ensuring overall good conduct and behavior of the Security guards/Staff provided by them.
6. The Agency shall arrange to post the security personnel at such points and in such manner as instructed by the Institute from time to time so as to ensure proper Safety and Patrolling of the entire Campus round the clock. The personnel so deputed will check cars other motor vehicles and persons coming in and going out of the Institute in such manner as may be required from Security point of view and shall maintain proper records in this regard.
7. The Agency shall provide such smart having good health security guards as are duly trained for security jobs and are between the age group of **21 to 50** years of age with minimum qualification of 10th pass and Supervisor should be Intermediate passed.
8. The Agency shall provide complete uniform, including belt, caps, shoes, and photo identity cards to their guards for summer & winter period. The security guards shall come neatly dressed in uniform to perform their duties. The Agency shall also provide stick (Lathi), torches, umbrella/rain coats and other equipment/consumables that may be necessary for due performance of duties of the security personnel so deployed by the Agency. The expenditure involved in this account will be borne by the Security Agency.
9. The Agency shall provide guards who are not only fully trained in Security duties but meet the Institute's Security requirements and shall work under the instruction of the officer in

charge, Security/ or such other officer as designated by the Institute in this regard. In case the performance of any guard is found to be unsatisfactory by the Institute, the Agency shall have to replace the said the security personnel immediately.

10. The Agency shall ensure that the character and antecedents of all the personnel provided by them are duly verified by the local police authority and also certified by the Agency in this regard before they are deployed for duty/job in NIB. A certificate to this effect is required to be furnished by the Agency initially as well as at the end of every six months.
11. The Contractor will submit monthly Pre-receipted bills (affixing the Revenue Stamp) duly supported with necessary check list alongwith the proof of payment of wages disbursed, deposit challans of ESI, PF, Goods & Service Tax (GST) etc. NIB will make payment to the contractor within 30-days of receipt of the bills, after deduction of applicable taxes/TDS etc.

It may be noted that payment to the contractor will released only after disbursement of wages to the security personals deployed at NIB for security purpose. Contractor will have to submit bank statement as a proof of payment of wages and other statutory dues actually disbursed. The contractor will have to disburse the wages within 10-days of following month otherwise a late penalty @ 1000/- per day will imposed and deducted from the bill.

12. The security personnel deployed by the Agency should be fully trained in giving First Aids, operating the Fire Fighting System and meeting other natural calamities. A Certificate to this effect shall be submitted by the Agency to the Institute at the end on every six month.
13. The Agency shall be solely responsible for any accident/medical/ health related liability/compensation for the personnel deployed by it at institute. The institute shall have no liability in this regard.
14. The bids not accompanied with EMD (NSIC / MSME relevant trade registration certificate, in case of EMD exemption), shall be treated as nonresponsive and ineligible.
15. During evaluation of bids, NIB at its sole discretion may ask clarification from the bidder(s), if any, in their bid and the bidder is required to respond within the stipulated time period failing which NIB will be free to take suitable decision in this regard.
16. ESI, EPF etc. rates in price bid / shall be taken current rates (rates applicable in the date of submission of tender) as notified by the respective statute. Variation in ESI & EPF rates will not be considered.
17. Price preference will be given to small entrepreneurs registered with NSIC / MSME as per Govt. of India rules, applicable on the date of bid submission.
18. Compliance of GFR Rule 173 (i) (h) "if a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

Further, NIL percent (%) included all derivatives of zero upto 0.9999 and thereof. Any Service Charge not adhering to the above guidelines should be considered unresponsive and such bid shall not be considered.

19. Any theft or loss in the Institute due to negligence of the Security personnel will be indemnified by the Security Agency and the cost thereof incurred by Institute shall be made good and shall be recovered from any payment due to the Agency.
20. The Agency should at their cost get medical examination of security personnel to be deployed and the security personnel should be medically fit.
21. **The Security personal should not be changed / replaced without prior approval of the Institute. The persons should not be posted on one point of duty for a period note more than 15-days.**
22. **The character and antecedents of the security staff deployed should be got verified from the local police for which the expenditure, if any will be borne by the Agency. The verification report should be submitted to NIB within one month from the date of award of contract.**
23. **Awards of Contract:**
 - (i) NIB will award the contract to the successful bidder whose quotation has been determined to be substantially responsive and determined as the lowest evaluated quotation, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. The work order issued by NIB shall be acknowledged only by the Bidder as a token of acceptance. NIB RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL TENDER(S) WITHOUT ASSIGNING ANY REASON.
 - (ii) **Foreclosure of contract due to abandonment on reduction in scope of work** – If at any time after acceptance of the tender, National Institute of Biologicals shall decide to abandon or reduce the scope of the works for any reason, whatsoever, and hence not require to carry out, the whole or any part of the works, the Institute shall give a notice of one month in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
 - (iii) Subletting – The contract shall not be transferred or sublet without the written approval of the NIB.
24. **Period/duration of the contrac and other conditions:**
 - a. The contract will be initially awarded for one year and the Institute reserves the right to curtail or extend the validity of the contract on the same rates and terms and conditions for such period as may be agreed to but not beyond Two years. The extension of contract beyond one year shall be subject to satisfactorily performance of the Agency.
 - b. Agency shall make the payment of wages to the Security Guards & other staff latest by 10th day of the following month without fail. **Payment to the Agency will be released only after receiving the proof of disbursement of wages payment to the Security Guards and other contract staff for the respective month.**
 - c. In consideration of the services rendered, the Institute agrees to make the Agency monthly payment as per the rates agreed upon.
 - d. GST applicable shall be payable as per rule and TDS at the applicable rates will be deducted on the payment released to the Agency.

- e. Payment for any loss/damages/theft to the Institute due to negligence of the personnel provided by the agency shall be recovered from any payment due to the agency/firm.
- e. **Penalty clause:** the Institute will monitor the attendance of Security personnel through Digital attendance system and at any time, if the number of security personnel deployed are found to be lesser than the prescribed number, proportionate amount of deduction against short staff shall be made at **double the rates** from the respective monthly bill.
25. **Performance Security deposit:**
- a. The Agency is required to furnish a Performance Bank Guarantee in favour of National Institute of Biologicals equivalent to 10% of the total annual value of the contract within fifteen days from the date of award of the deployment of the security guards /other manpower for the entire period of the Contract which shall be valid up to 60 days beyond the expiry date of the Contract including extended period and the Agency is required to get the same renewed for the extended period of contract and also get it reviewed from time to time for extended period of contract.
- b. The said Bank Guarantee shall be from any Schedule bank whose service branch must be available in Delhi / Noida.
- c. Performance Bank guarantee will be refunded only after successfully completion of the contract in all respect.
26. **Arbitration:** In the event of any dispute or difference arising out of or relating to this contract between the parties, the same shall be referred to an authority as decided by the Director, NIB and the decision arrived at by such authority shall be final and binding on both the parties and shall be enforceable in any court of competent jurisdiction. The venue of the arbitration proceedings shall be at Noida. The arbitrator shall give a speaking and reasoned order/award.
27. **Jurisdiction** - All matters shall be subject to jurisdiction of the competent court situated at Noida / Delhi.
28. **Termination of Contract:** The contract can, however, be terminated before its expiry by either party upon serving a notice for three months.
29. **Late Bid** - Bids received after the prescribed date & time (as indicated on the letter inviting tender) shall be rejected.

signature of the Tenderer _____

(With office seal)

PRICE BID FOR SECURITY SERVICES

SN	PARTICULARS	Minimum Wages as per Central Labour Commissioner (Govt. of India) In Rupees		
		Number of personnel	Monthly rate per personal as mentioned in the price breakup	Total Monthly amount (Rupees in words and figures)
1	Supervisor	6 (Six) (2 No. in each shift)		
2	Gunman	6 (Six) (2 No. in each shift)		
3	Security Guard	54 (Fifty Four) (18 No. in each shift)		
	Sub Total			
	GST%age & amount			
	Grand Total			

*The number of require Security personnel may be increased / decreased by the Institute.

Note:-

1. The Security Guard – Watch and Ward (Without Arms) and Security Supervisor and gunman will be considered under the Watch and Ward (With Arms) category. Contractor shall provide uninformed and trained personnel and use its best endeavor to provide security services to the Institute for providing safety, monitoring and surveillance. All statutory obligations shall be the responsibility of the contractor under Minimum Wages Act, Contract Labour (R & A) Act, ESI,EPF etc, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. **The rate quoted will be for per shift of 8 (Eight) hours per person.** Security guard to be deployed for 8-hour shift basis, no guard will be allowed to work on overtime basis. If the minimum wages are revised by the appropriate Government /Government of India, the incremental wages, if applicable, will be provided.
2. Breakup of the rates quoted from respective categories of Security personnel may be enclosed with the Price Bid as per the given format as hereunder.
3. If the rates quoted by the Security Agencies come to a point **called Tie** during the evaluation of financial bids. The less service charge quoted amongst the **Tie Agencies** will eligible for award of contract, and further, if the service charge quoted by the said

will also same, then the total Turn Over (financial year 2015-16, 2016-17 & 2017-18 only) of higher side Agencies will eligible for award of contract.

- 4. The offers/bids which are not in compliance with the contract Central Government Minimum Wages Act will be treated as invalid. Noida falls under category 'A' of Central Labour Commissioner for this purpose.**
5. The contract is for one year but can be extended for a further period of two years based on satisfactory performance and other terms and conditions.
6. The bidders may quote the rates in Indian Rupees.
7. All the columns should be clearly filled in ink legibly or typed. The tenderer should quote the, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No Colum blanks should be left which would be otherwise made the tender liable for rejection.
8. The % and amount of GST applicable should clearly mention in the bid. Any vogue term that GST as applicable / or as per Rules will not be entertained for condition of bid purpose.

(Signature of the Bidder with official seal)

FORMAT FOR PRICE BREAK UP (In Rupees) FOR SECURITY PERSONNELS

SN	Particulars	Security Supervisor	Gunmen	Security Guard
1	Minimum Wages as per Central Labour Commissioner (GOI) as on 01-02-2019.			
2	EPF Employer Contribution			
3	ESIC Employer Contribution			
4	Reliever Charges			
5	Service Charges including Contractor Profit % and amount in Rupees.			
6	Total			

NOTE: Each Colum should be filled otherwise Tenderer will not be considered for evaluation. Colum number 5, i.e., Service charges including contractor profit should be rounded to two digit after decimal. Mention of zero (0) profit will also be not considered for evaluation.