

OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT

Cost of Form -Rs1000/-



TENDER DOCUMENT

Annual Contract for Security Services at Tezpur Medical College & Hospital, Bihaguri, Assam

Tender No: **SMET/TMC/NIT/Security Services/757/2016/**

Dated: 25/11/2016

DURATION OF SALE OF TENDER DOCUMENT	: 05/12/2016 to 14/12/2016
PRE- BID MEETING	: 02/12/2016
BID SUBMISSION	: 15/12/2016 upto 2.00 P.M.
BID OPENING	: 15/12/2016 at 3.00 P.M.
TENDER DOCUMENT FEE (Non-refundable)	: Rs. 1000/-

TENDER NOTICE
FOR
ANNUAL CONTRACT FOR SECURITY SERVICES AT TEZPUR MEDICAL
COLLEGE & HOSPITAL

- i) Sealed quotations (two envelop system) are hereby invited affixing court fee stamp worth Rs. 8.25 (Rs. Eight and Twenty Five Paisa) only/- from the eligible Bidders to provide Security services at Tezpur Medical College & Hospital, Tezpur, as given in Scope of Work (Annexure-A), for 12 months as per terms & conditions of the tender document.

Name of Work	Earnest Money Deposit	Last Date and Time for Receiving Tenders	Date of Tender Opening
Security Services at Tezpur Medical College & Hospital, Tezpur	Rs. 1,00,000/-	15/12/2016 up to 2 P.M.	15/12/2016 at 3 P.M.

- ii) A set of tender document can be obtained from the Office of the Principal cum Chief Superintendent, Tezpur Medical College & Hospital, Tezpur on any working day from 05/12/2016 to 14/12/2016 between 10 A.M to 4 P.M at a cost of Rs. 1000/- (Rupees One Thousand Only) payable by non-refundable cash / demand draft from any scheduled bank drawn in favour of **“Member Secretary, SMET, Tezpur Medical College & Hospital, Tezpur”** payable at Tezpur.
- iii) A Pre Bid meeting shall be held in the office of the Principal cum Chief Superintendent, Tezpur Medical College & Hospital, Tezpur to clarify any queries of the bidders on 02/12/2016 at 2 P.M.
- iv) Details of the Tender Document can be seen at website www.tmcassam.org. The Tender document can also be downloaded from this website. In such case, the Bidder must enclose cost of bid document mentioned above in form of Demand draft along with its Technical Bid. Tenders found without tender fee shall be rejected.
- v) The Member Secretary, SMET & The Principal cum Chief Superintendent, Tezpur Medical College & Hospital, Tezpur reserves the right to accept or reject the tender without assigning any reason thereof.

Member Secretary, SMET
&
Principal cum Chief Superintendent
Tezpur Medical College & Hospital, Tezpur.

TENDER DOCUMENT
FOR
ANNUAL CONTRACT FOR SECURITY SERVICES AT TEZPUR MEDICAL
COLLEGE & HOSPITAL

Tender No: SMET/TMC/NIT/354/2014/

Dated: 25/11/2016

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Section – I

General Instructions to Bidders

- 1. Scope of Services:** The Scope of Services are given in **Annexure-A**.
- 2. Site Visit:** Eligible firms are advised to visit the Tezpur Medical College & Hospital, Tezpur to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission from Member Secretary, SMET & Tezpur Medical College & Hospital, Tezpur.
- 3. Pre-bid Meeting and Clarifications:**
 - (a) A pre-bid meeting shall be held in the office of the Member Secretary, SMET & The Principal cum Chief Superintendent, Tezpur Medical College & Hospital, Tezpur to clarify any query of Tenderers regarding terms and conditions and scope of work. The Time, date and venue is mentioned in Section - I above. Attending pre-bid meeting is not mandatory.
 - (b) Prospective tenderers may also send their queries, if any, latest by 10 days prior to due date for submission of Tender. The Member Secretary, SMET & The Principal cum Chief Superintendent, Tezpur Medical College & Hospital, Tezpur shall issue necessary clarifications and amendment, if any, to the tender documents.
- 4. Eligibility Criteria**
 - (a) Tenderers should be registered agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services for three years during the latest last five financial years (i.e. providing security services through Ex-servicemen/ Civil Guards) in Large Hospital/Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public Sector Companies/ Undertakings, Autonomous Bodies.
 - (b) The bidder must have a valid (as on bid submission date) license for security services of the private security agencies (Regulation) Act, 2005.
 - (c) The Tenderer must have achieved minimum average annual turnover of Rs. 25.00 lakh during latest three completed financial years and should be profit making.
 - (d) The Tenderer should be registered for Income tax, Service tax and EPF.
 - (e) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and should be valid at the time of bid submission date.
 - (f) The Tenderer should not be debarred either by the Tender Inviting Authority or by any State Government or by Government of India.
- 5. Qualification Criteria**
 - (a) The Tenderer should have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
 - (b) The Tenderer should meet any one of the three criteria as under:
 - i. Should have successfully completed ONE similar work of value equal to Rs.25 Lakh or more from any reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.

OR

- ii. Should have successfully completed TWO similar works of value equal to Rs.15 Lakh each or more each from any reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.

OR

- iii. Should have successfully completed THREE similar work of value equal to Rs. 10 Lakh each or more from any reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.
- (c) The Tenderer should have sufficient employees on its rolls specifically trained for Security work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of Security, PF, ESI deduction and details etc. should be attached with the Technical Bid. Tenderer should also submit details of the health and safety measures which the tenderer has taken for his workers. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.

6. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) The copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid license for security services of the private security agencies (Regulation) Act, 2005.
- (c) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (d) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (e) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- (f) EMD of required amount as per ITB Clause 10.
- (g) Sales Tax and Income Tax clearance certificate of last financial year.
- (h) Self-attested copy of Service tax registration certificate, Employee Provident Fund (EPF) and PAN card.
- (i) Self-attested copy of Registration certificate under Contract Labour (R & A) Act 1970.
- (j) Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given in Para 6 above.
- (k) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.

7. Sale of Tender Document:

- (a) The complete set of tender documents may be purchased within the prescribed time by interested Tenderers on the submission of a written application to the Tender Inviting Authority and upon payment of a nonrefundable fee of Rs. 1000/- (Rupees One Thousand only) in the form of Demand Draft drawn in favor of "The Member Secretary, SMET" payable at Tezpur.

- (b) The Tender document can also be downloaded from the website www.tmcassam.org. In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand draft along with its Technical Bid. Tenders found without tender fee shall be summarily rejected.

8. Tender Validity:

- (a) The Tender will be valid for a period of 180 days from the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

9. Bid Security / Earnest Money Deposit (EMD):

- (a) The Tenderer is required to submit Earnest Money Deposit (EMD) of Rs. 1,00,000/-. The EMD should be in the form of Demand Draft/Banker's Cheque issued from any scheduled Bank drawn in favour of "The Member Secretary, SMET" payable at Tezpur.
- (b) The Tenders found without EMD as above, shall be summarily rejected.
- (c) The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the performance security deposit.
- (d) No interest shall be paid on the EMD.

10. Bid Price:

- (a) The tender prices should be in Indian Rupee.
- (b) The tenderer shall quote for all work i.e. mentioned in Scope of Work, failing which the bid shall be considered non responsive.
- (c) Tenderers should submit all the details of bid prices as per format given in Annexure-E.
- (d) The remuneration for Security staff (skilled / semi-skilled / non-skilled) should not be less than prevailing daily wage rates as per latest Govt. circular.

11. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per two bid system i.e.- (i) Technical Bid and (ii) Financial Bid.
- (b) The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the documents required in **Para 5, 6 & 7 above** and EMD as per **Para 9 above**. Technical Bid should also contain Tender Form as per Annexure- C, Declaration Form (Annexure- D), Manpower Details, Performance Statement, Details of Staff available with the Agency.
- (e) Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure-E**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

- (f) The rates should be quoted for the services to be provided as per instructions given in the tender document.
- (g) Both the bids (Technical and Financial) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a bigger envelope, properly sealed and should be super scribed as " Tender for Security Services at Tezpur Medical College & Hospital, Tezpur".
- (h) Sealed Tenders should be addressed and submitted to **“The Member Secretary, SMET & Principal cum Chief Superintendent, Tezpur Medical College & Hospital, Tezpur.”**
- (i) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

12. Opening of Tenders:

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers’ representative may attend the Tender opening.
- b) During the tender opening as above, the envelopes containing Technical Bid shall be opened. The envelopes containing Price Bid shall be signed by all committee members and kept unopened for opening at later date.
- c) The date and time of opening of Price Bid shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer’s representative may choose to attend the opening of Price Bid.
- d) In the event, the date of opening as above is declared Govt. holiday, the tenders shall be opened at the same time on the next working day.

13. Evaluation of Tenders:

- (a) The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- (b) The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- (c) The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- (d) In case more than one price bid quoting the same rates are received, the **Tender Inviting Authority will have the right to select one of the two winning bidders, taking into consideration on other qualifying points.**

14. Performance Security Deposit and Award of Contract:

- a) Earnest Money shall be deposited in form of Demand Draft/Banker’s Cheque in favour of **“The Member Secretary, Society for Medical Education, Tezpur”**, payable at Tezpur from any Nationalized Bank with validity for 3 months from the date of signing the contract. The Earnest Money deposited by the successful bidder shall be turned in to Performance Security. Performance Security will be released after completion of bidder’s performance obligations under the Contract. If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Tezpur Medical College authority to forfeit either whole or any part of performance security furnished by the bidder as

compensation for any loss resulting from such failure. The Security Deposit may be forfeited if bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form. If the successful bidder fails to sign contract within the timeframe as shall be notified or to furnish performance security then also the Security Deposit may be forfeited.

- b) The successful Bidder shall execute an agreement (As per format given in **Annexure-H**) on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- c) If the successful Bidder fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender ,after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

15. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract can be extended for a further period of 12 months on satisfactory performance on the same terms and conditions.

16. Commencement of Services

The Service Provider should commence the security services within 7 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

Section-II

General Conditions of Contract

The successful Bidder shall hereinafter be referred to as the Contractor.

- 1) Contractor shall give preference in selection of security staff who is already working in the health facility (which are entrusted to the contractor) on contract, in case such staff agree to work on the terms & conditions laid down by the Contractor.
- 2) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools/ equipment.
- 3) The contractor should ensure the Health and Safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct health checkup of the staff deployed at regular intervals at the contractor cost if required.
- 4) The security agency shall employ about 10 % manpower from the category of Ex-Servicemen not above the age of 50 years. The contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Hospital. The security agency shall not employ any person below the age of 18 yrs. and above the age of 50 years. Employment of child labour will lead to the termination of the contract.
- 5) The Contractor shall ensure to provide civilian female security guards in Female Ward each shift and at least one female guard in the OPD. In Emergency and wards and other wards of the Hospital, need based female guards to be provided by the Contractor.
- 6) If the Contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Hospital for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Hospital.
- 7) The contractor shall engage only such workers, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff. The contractor shall submit copies of the discharge books of ex-servicemen to hospital administration, before their deployment.
- 8) The contractor at all times should indemnify contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
- 9) The Security staff deployed through contractor in the health facility shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submits the said undertaking to the Contracting Authority.

- 10) The Security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the health facility has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
- 11) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, consumption of smokeless tobacco products, loitering and shall not engage in gambling, or any immoral act.
- 12) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 13) Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. Trolley mirrors will be used for the inspection of four wheelers/other vehicles.
- 14) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Hospital premises.
- 15) The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
- 16) That in the event of any loss occasioned to the Hospital, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Hospital, such loss will be made good from the amount payable to the contractor. The decision of the Tender Inviting Authority in this regard will be final and binding on the agency.
- 17) The Contractor shall do and perform all such security services, acts, matters and things connected with the administration, security and conduct of security personnel as per the directions enumerated herein and in accordance with such directions, which the nodal officer may issue from time to time and which have been mutually agreed upon between the two parties.
- 18) The Hospital shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the health facility.
- 19) The contractor shall be responsible to protect all properties and equipment of the health facility entrusted to it.
- 20) The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of **Rs. 500/-** on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
- 21) 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/Patients/Attendants. The Hospital shall have right to have any person removed in case the security personnel is not

performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

- 22) The eight hours shift will normally commence from 6:00 AM to 2:00 PM, 2:00 PM to 10:00 PM, 10:00 PM to 6:00 AM. But the timings of the shift are changeable and can be fixed by the Authority from time to time depending upon the requirements.
- 23) The security personnel deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer of the health facility entrusted to it or under the Tender Inviting Authority as the case may be. The Tender Inviting Authority/Nodal Officer shall specify the services of guards to be obtained in each shift.
- 24) The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Health Facility and should use proper attendance register/biometric attendance system.
- 25) Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized proforma approved by Tender Inviting Authority along with computer generated attendance sheet (through Biometric Attendance System) in respect of the persons deployed duly verified by the concerned In-charge of the health facility for actual shifts manned/operated by the personnel supplied by the contractor.
- 26) No other claim on whatever account shall be entertained by the Authority. The Contractor will ensure that workers engaged by him must receive their entitled wages on time.
- 27) Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.
- 28) Any damage or loss caused by contractor's persons to the TMC & H in whatever form would be recovered from the contractor.
- 29) The Tender Inviting Authority or its representative or the designated nodal officer will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
- 30)
 - a. In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the hospital authority and the same shall be deducted from the contractor's bills.
 - b. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point per shift be deducted from the contractor's bill.
 - c. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by hospital administration, a penalty of Rs. 5000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the

Security Guard found involved in the incident shall be removed from the health facility immediately.

- d. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Tender Inviting Authority of TMC & H, Tezpur reserves the right to impose the penalty as detailed below:-
 - i. 1% of annual cost of order/agreement per week, up to four weeks' delay.
 - ii. After four weeks delay the Tender Inviting Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
- 31) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Contractor shall stand forfeited.
- 32) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 33) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in TMC & H, Tezpur, the Tender Inviting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
- 34) The Contractor shall not engage any such sub- contractor or transfer the contract to any other person in any manner.
- 35) The bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. AUTHORITY/Nodal Officer will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty.
- 36) Security staff engaged by the contractor shall not take part in any staff union and association activities.
- 37) The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells," lathis" and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements
- 38) Agency will provide mobile phone or other communications to each supervisor on duty and to 20% of security guards per health facility to ensure effective timely communication between them.
- 39) The Hospital shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 40) The Hospital shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Hospital does not recognize any employee employer relationship with any of the workers of the contractor.
- 41) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Tender Inviting Authority from the agency.
- 42) If any underpayment is discovered, the amount shall be duly paid to the agency by the Tender Inviting Authority.
- 43) The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority.
- 44) The Contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.

- 45) The Contractor should have their own supervisory and quick response team in nearby cities of place of contract to deal with any emergency situations.
- 46) The Contract shall be valid for a period of One Year and can be extended further for another 6 months on the same terms and conditions of the contract and at the same rates. The rates quoted by the bidder shall remain unchanged during the period of contract. Beyond this period, no extension shall be granted.
- 47) Contracting authority however, reserves the right to terminate the contract by serving three months' notice, in writing if the hospital administration is not satisfied about the services of the contractor. The contractor may also ask for the same by giving three months' notice to the Contracting Authority giving reasons thereof.
- 48) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by contracting authority besides annulment of the contract.
- 49) The successful bidder referred as the Contractor.

50) **Scope of work and services:**

- 1) Details of the scope of work are enclosed at Annexure –A
- 2) Details of Equipment to be used, Number of Manpower and liveries to be used at Security job are given at Annexure -B.
- 3) The numbers given in Annexure -B are the Minimum. The contractor shall provide resources, to meet the contractual obligations. All the resources mentioned at Annexure-B and other items required as & when, shall be provided by the contractor within the cost of his/her management fee. No extra payment shall be made for providing resources to health facilities entrusted to the contractor.

51) **Variations**

The hospital administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of quoted rates for manpower.

52) **Materials:**

Any deviation in the Security tools quality and quantity quoted will invoke penalty as per Annexure-B. In case the contractor has not provided the sufficient no. of equipment, tools and tackles the hospital may procure it and deduct the cost from the bills of the contractor.

53) **Risk Clause:**

- a. The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving three month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing contractor and excess expenditure incurred on account of this will be recovered from the contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the respective health facility /Tender Inviting Authority/Contracting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to

them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.

- c. In the event of loss/damage of equipment etc. at the premises of the health facility due to negligence/carelessness of contractor staff, if established after a joint enquiry, then the contractor shall compensate the loss to Health Facility. The contractor or its representative/s shall meet the designated respective nodal officer/Tender Inviting Authority or his/her representative(s) regularly to take feedback regarding the Security Services.
- d. The contractor will also maintain a complaint/suggestion book, in the health facility where his/her staff is deployed, for comments on the Security services.
- e. The contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the health facility premises and shall indemnify by any act of the contractor or its employees or staff etc.
- f. The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- g. Training on behavior aspects and ethics must be done regularly. Government health facility way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- h. License, if any, required for Security Services at the site will be made available by the contractor.

54) FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either party may at its option terminate the contract.

55) OBLIGATION OF THE CONTRACTOR :

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority/Contracting Authority/ designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

56) Dispute Settlement :

1. In case of a dispute arising out of or connected with the contract, such dispute or difference shall be referred to the sole Arbitrator duly appointed by The Member Secretary SMET and Principal cum Chief Superintendent, Tezpur Medical College & Hospital, Bihaguri, Tezpur. The award of the arbitrator shall be binding to the parties concern.
2. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Tezpur courts only.

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the-clock security services in the entrusted government health facility complexes as mentioned in this tender document.

The agency shall ensure protection of the patients, personnel & property of the hospital, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the health facility campuses. In case of any incident such as theft, robbery, fight, accident inside health facility in the Campus, it is the responsibility of Security agency to coordinate with Nodal designated Officer in lodging of FIR, legal proceeding etc.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the Hospital premises entrusted/ covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Nodal Officer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Hospital from time to time and the security agency will be responsible for their optimum utilization.
5. Entry of the street - dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
6. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
7. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
8. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.

9. In emergency situations, security staff/supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the disaster plan, if any, of the Hospital. Security personnel should be sensitized for their role in such situations.

10. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly persons. The Security Guards shall also assist the handicapped patients/visitors in reaching their desired locations, and also provide assistance to the serious patients, senior citizens & children, in reaching casualty or other desired department/location.
11. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
12. Any other duties/responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
13. The parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the Security agency through the Security staff, and on the visit of any Govt. Dignitaries like Governor, Ministers, Defense Chief, Eminent Scientist, Noble Laureates etc. salute ceremony (Guard of Honor) shall be organized on behalf of Security agency (if required).

Number of Security Check Points

The total number of Security Check Points in the Hospital, College building, Hostels and other Establishments of TMC & H, Tezpur may vary from time to time and will be at the discretion of the Nodal Officer. However the following will be considered as the minimum requirements:-

- i. Main Gate Security House.
- ii. Emergency Triage Area.
- iii. Reception in OPD area.
- iv. O & G OPD (female guard).
- v. Lift near OPD Counter.
- vi. Labour Room and NICU (female guard).
- vii. Obstetrics Ward (female guard).
- viii. Gynecology Ward (female guard).
- ix. Male Medicine Ward.
- x. Female Medicine Ward (female guard).
- xi. Male Surgical Ward.
- xii. Female Surgical Ward (female guard).
- xiii. Paediatrics Ward and Eye Ward.
- xiv. Orthopaedics Ward and ENT Ward
- xv. Boys Hostel.
- xvi. Girls Hostel.
- xvii. CCL and Superintendent's Office.
- xviii. College Building Reception
- xix. General ICU
- xx. Emergency ICU

In addition to the above, there should be night patrolling by adequate number of security staff. There should be a Security Supervisor in each shift of duty on a 24x7 basis

Resource Requirement**5. THE CONTRACTOR HAS TO PROVIDE THE FOLLOWING:**

SL.N	Description	Minimum Number required (Mandatory)	Penalty charges per week in case of non availability of equipment/tools (in Rs.)
1	Search light (with the range of 100 mts for night surveillance)	with all gate keeping staff	200/-
2	Rain coats (during rainy season only)	-do-	100/-
3	Umbrellas (during rainy season only)	-do-	50/-
4	Mobile phone for Hospital Security Guards	For all security staff	200/-
5	Hand held torch	-do-	50/-
6	Shirt & Trousers, Cap Shoes, Belt, Name Tag, each Security Staff posted.	-do-	200/- (per day per guard)
7	Woolen jacket (for winter season)	-do-	50/-
8	Battens or Rules	-do-	50/-
9	Whistles	-do-	50/-

The number of items given above is to be maintained at site hence the necessary stand by arrangement of equipment, materials shall be the contractor's responsibility. Any shortage in the above if observed at site the necessary penalties will be imposed.

Note: No extra payment shall be paid to the contractor towards providing above. He/she has to manage above items within the quoted Management Fee/Service Charges.

5. MAN POWER REQUIREMENT:

S.No.	Manpower description	Qualifications & experience	Nos.
1	Supervisors	Graduate having minimum 10 years' experience as Security Guards OR Ex-servicemen age should not be above 55 years.	Minimum 3 Nos.
3	Security Personnel	Matriculate (10th) having Minimum experience of 5 years as Security Guards age should not be above 50 years.	-----Nos.

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting at health facilities. Contractor shall not place any security staff in the health facilities where the relatives of that particular security staff are working.

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.N.	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required.	@ Rs. 200/- per worker /day
2	Staff not in Uniform/ without I-Card.	@ Rs. 200/- per worker /day
3	Misbehavior by the Contract Manpower with health facility (ies)' employee or patient/ patient relative/ visitors.	@ Rs. 500/- per incident
4	Recurring of irregularities given at Sr.No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of 15 (fifteen) days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

TECHINAL TENDER FORM

Date _____

Ref. Your Tender Document No. _____ dated _____

To,

1. We, the undersigned have examined the above mentioned Tender document. We now offer to deploy Security staff and supervisors to perform duties as mentioned in Scope of Work at Annexure-A and at the rates as mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

_____ **(Name of Tenderer)**

N.B : The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Declaration

1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Person

(Name, designation and seal)

Date :

Place :

N.B : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

Details of staff available with the Agency

Sr. No.	Name	Employee Code	Qualification	ESI No.	PF No.	Experience in providing Security (Years)

The above format may be used to provide employee details. Use extra sheet, if required. Please enlist max. 50 personnel detail.

Signature of Tenderer

Name and designation of signatory with seal

Date:

Place:

N.B : The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

B. PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER (of latest last three years):

Sr. No.	Name and address of client; Name, designation and contact no./e-mail id. of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

FINANCIAL BID FOR SECURITY SERVICES
(to be printed on letterhead of Tenderer)

FINANCIAL BID FOR SECURITY SERVICES

A. Manpower Charges:								
	Description of manpower and accessories required for Security Services:	<u>Rate per month per worker</u>					<u>Total Nos.</u>	Amount per month
		Amt. Per worker	EPF	Bonus	ESI	Total		
1	Trained Security Staff in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round the clock Security Services at health facilities.						____ Nos. Security manpower excluding relievers	
2	Supervisor in Uniform with I-Cards and name plates for providing round the clock Security Services at health facilities						____ Nos.	
Total A (1+2) per month in (Rs.)								
Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at Health Facilities.								
B. Management Fee/Service Charges :							Amount per month	
	Service charge/ management fee should include all expenditure on providing resources/ managerial / supervisory / administrative services by all means to get the work done through the deployed Security Staff. This shall be based on total amount of A(1+2) in percentage <u>(Non-realistic/vague quotation of this may amount to disqualification)</u>						%	
Total (B) per month. in (Rs.)								
Total (A+B) One Month. in (Rs.)								
Total (A+B) One Year. in (Rs.)								

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

Note : (A) The minimum wage rates of manpower is as per applicable district government Rules (of the entrusted health facility/ies) and shall vary according to the amendments/increments enforceable by District Government from time to time, however the offered rate/amount of items no. B shall remain constant and will not exceed in any case during the currency of the contract. **If the bidder quotes wages (of the required manpower) less than the prevailing Government Rates, his/her bid shall be rejected summarily.**

(B) The agency will have to provide two sets of uniform per year including I Cards, Shoes , Cap, Belts to all the workers & gum boots, rain coat (to whom required as per work allocation) of good quality

and shall be approved by the Tender Inviting Authority. The dress includes full trousers, & shirt with full sleeves.

(C) If VAT is applicable & charged in the invoice and TDS (Tax Deducted at Source) is applicable, the same shall be deducted as per governing rules of the MP State government.

The contractor has to ensure payment to its staff not less than current minimum wages rates (bidder may quote higher rates) applicable in the respective district government rules to the workers deployed at entrusted health facilities. The contractor will have to make payment through e-transfer after opening of individual bank account for the workers deployed and also forward the copy of the monthly bank statements of the concerned workers to Nodal officer. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to the AUTHORITY/Nodal officer.

Note: Quoted amount shall be inclusive of all taxes excluding Service Tax. Service Tax shall be paid if applicable.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorised Person

Date :

Full Name:

Place :

Company's Seal:

Format of Contract Agreement

(On Rs. 100/- Non-judicial Stamp Paper, see ITB Clause 15)

THIS AGREEMENT made the day of, 20 Between _____
_____ (hereinafter "the Client") of the one part and M/s _____
_____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. Supply Security Services in the tender reference no. _____ Dated _____ and has accepted a bid by the Contractor for the performance services for the sum of Rs. _____ /- (*Rupees* _____ *only*) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance issued by the Client.
- b) The supplier's bid including enclosures, annexures, etc.
- c) The General Conditions of the Contract
- d) The Scope of Work
- e) The Financial Bid
- f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

Sl. No	Brief Description of Services	Contract Duration	Total Price	Service tax in %	Total value inclusive of Service tax
1					

Cost of consumables used during performance of services shall be reimbursed on monthly basis as per rates quoted by the Contractor.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of.....

Signature

Name

Address

Witness 1. 2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1. 2.