

Tender for Security Services

Tender No. 03/H/Security Services/14-15

DOCUMENT STATING TERMS & CONDITIONS
FOR
SECURITY SERVICES
AT
B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN,
KHANPUR KALAN

Tender for **Security Services**

Tender Enquiry No.

Dated:

(FOR OFFICE USE ONLY)

This Tender Form is sold to

M/s

On _____ for Security SERVICES

Against Tender Enquiry No. _____

Vide Receipt No. _____

Dated _____

Signature and stamp of issuing authority

Cost of tender Set (also applicable for downloaded tender): Rs.3000/- payable only by DD/Cash/Bankers Cheque/Pay Order(Non-Refundable) in favour of the DIRECTOR , B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN, KHANPUR KALAN.

DIRECTOR BPS GMC FOR WOMEN, KHANPUR KALAN, SONEPAT

Tender No. 03/Security Services/14-15

TENDER NOTICE

BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat), being planned as a *tertiary care institute*, intends to outsource its security services for one year extendable for another two years. Accordingly, sealed tenders are invited from the reputed contractors / co-operative societies / firms and other organizations latest by 11.07.2014 upto 3:00 pm. The tender must accompany earnest money of Rs. 10 lac in the form of demand draft of any scheduled bank at Gohana payable to Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat). The tenderers are required to prepare the *Technical Bid* together with prescribed earnest money deposit and other documents/certificates and the *Price Bid* (Annexure-C). The Technical Bid, after signing each page, should be put in a sealed envelope which should be superscribed *Technical Bid for security services* in BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) and the complete name of the tenderer must be written on it. Similarly, after signing of each page, the price bid should be put in another sealed envelope which should be superscribed as *Price Bid for security services* in BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) and the complete name & address of the tenderer must be written on it. Both the envelopes be kept in one sealed cover indicating "Tender for *security services* in BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat). The tender will be opened on 15.07.2014 at 02:00 P.M in BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) in the presence of tenderers 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.

The tender application along-with other related documents can be obtained from the office of Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) on any working day from 23.6.2014 to 11.7.2014 up to 3.00 P.M on payment of non refundable amount of Rs.3,000/- (Rs Three Thousand only) in the shape of demand draft of any scheduled bank payable at Gohana in favour of Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) or cash payment. The Last date of submission of tender document is 14.7.2014 upto 3.00 P.M. The same can be downloaded from www.bpsgmckhanpur.ac.in Application not accompanied by requisite value of demand draft or short of it shall be rejected out rightly.

Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) reserves the right to accept / reject any or all the tenders without assigning any reason.

Director,
BPS Govt. Medical College for Women,
Khanpur Kalan (Sonapat)

TENDER DOCUMENT

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

| | | |
|----|---|-------------------|
| 1 | Name of the Tenderer Organization/Agency | |
| 2 | Address of the Tenderer Organization/Agency | |
| 3 | Phone number | |
| 4 | Mobile Number | |
| 5 | Email address | |
| 6 | Type of security agency | |
| 7 | Total number of trained security personnel of the organization. | SECURITY GUARDS:- |
| 8 | Name of the authority with whom Agency is Registered under the PSARA, 2005 to provide security services | |
| | Registration Number and date | |
| | Registration valid up to | |
| 9 | Labour license Number and date | |
| | Registered with | |
| | Validity of license. | |
| 10 | License No. date to keep the armed guard | |
| | Name of authority | |
| | Validity of license. | |
| 11 | EPF No: | |
| 12 | ESI Code: | |
| 13 | Gratuity Act Regn. No: | |
| 14 | PAN No. | |
| 15 | Trade License No. | |
| 16 | VAT No | |
| 17 | Service Tax Registration No. | |
| 18 | Detail of DD Rs 10 lacs towards bid security (EMD) | |
| 19 | Detail of DD/ cash receipt No. and date of Rs 3000/- for purchase of tender document | |
| 20 | An affidavit on the stamp paper of Rs. 10/- duly attested by Class one Magistrate as per "Annexure"-A. | |
| 21 | The agency should have financial turnover with average turnover of Rs. 1 crore in the last 3 years, duly certified by CA. Documentary evidence should be attached. The photocopies of year wise service tax paid during the last three years should also be attached. | |
| 22 | There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached. | |

DECLARATION BY THE TENDERER

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

(Signature of Tenderer with seal)

| | |
|------------------|--|
| Name | |
| Address | |
| Phone No | |
| Mobile No | |
| Fax No. | |
| E-mail | |
| Place | |
| Date | |

TERMS & CONDITIONS OF CONTRACT

A. Scope of Work:

Providing Security services at BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) by deploying required number of Security Personnel.

1. The Agency shall provide trained and well disciplined comprising 140 Security Guards (110 males personnel & 30 females) who will safeguard the buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage, maintain discipline, law & order and control the entry of patients & public at all entry gates, traffic management within complex, guide the patients and their relatives about hospital building & services and also ensure safety of the employees, students, visitors, guests or any other persons working in its complex/premises. Eligibility conditions and duties/responsibilities of the Security Supervisors and Guards is enclosed as Schedule A, B & C.
2. The security personnel shall be deployed round the clock in 3 shifts as per the duty chart assigned by the BPSGMC administration. In case any employee of the contractor is on leave or absent from the duty for any reasons; the contractor would provide substitute/replacement without any delay failing which the contractor shall be liable to pay double amount of wages to BPSGMC till such period his substitute is provided. This amount shall be chargeable against the Performance Bank Guarantee.
3. The Agency shall be responsible for opening/closing of the building and rooms and other security related works as necessitated/directed by BPSGMC administration on working and closed days.
4. The Agency shall ensure that water taps/lights/ACs are not left on / open after close of working hours on normal working days or as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of materials and vehicles, etc with proper check on the same as per instructions given from time to time by BPSGMC Administration.
6. The security personnel deployed shall remain alert and take regular rounds of the premises and ensure strict vigilance.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment.
8. The Agency shall keep the BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) Administration informed of all the matters concerning security and co-operate in the investigation of any incident relating thereto.

B. Eligibility Criteria (Mandatory):

The bidder should possess the following criteria failing which the offer shall not be considered for opening of financial bid.

1. The Bidder must be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered with appropriate authority.
2. It must be empanelled/registered with DGR or under Private Security Agencies(Regulation) Act, 2005 or under any other Acts as private security agency as per law and should be valid at least for 12 months from the date of the opening of tender.
3. The Bidder should have at least 3 years continuous experience of providing 350 Security personnel (during the last 3 years) at a time in one or more organizations with minimum 75 security personnel in a single organization. The Experience and satisfactory performance certificate on the organization letter head duly signed by the Head of the organization as per annexure A should be attached in support of this.
4. The service provider should have at least 250 trained security personnel at a time on roll. The documentary evidence duly certified by the appropriate authority to this effect should be attached.
5. The agency should have financial turnover with average turnover of Rs. 1 crore in the last 3 years, duly certified by CA. Documentary evidence should be attached. The photocopies of year wise service tax paid during the last three years should also be attached.
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached.
7. That service provider has to open an office in proximity of BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) (in case the tender is awarded) within one month of awarding of tender. An undertaking to this effect on firm letterhead should be attached.
8. The Agency shall have the following Registrations and details of the same be provided in the Technical Bid alongwith documentary proof:
 - (a) PF Registration:
 - (b) ESI Registration:

- (c) Service Tax Registration:
- (d) Valid License, issued by Regional Labour Commissioner, Govt. of India:
- (e) Registration with Income Tax Department for permanent income tax code.
- (f) Registration as proprietary firm, Partnership firm, Limited Company, Corporate body;
- (g) Registration under The Haryana Private Security Agency Rules - 2009

IMPORTANT: EVALUATION OF BIDS

The technical bids shall be evaluated on the basis of the eligibility criteria mentioned above and financial bids of only the technically qualified bidder shall be opened. The financial bid shall be decided on the basis of offered lowest service charges in %age on the price bid proforma attached. But not below the 3% service charging of the total bid, sale not be considered / entertained.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for one year extendable for another two years on year to year basis depending on performance of the Agency and at the discretion of Director, BPSGMC/Government of Haryana.

- IMPORTANT:** The bidders may download the tender documents directly from the website available at www.bpsgmckhanpur.ac.in. In such case, the bidders are required to submit the tender cost fee of Rs.3000/-(non-refundable) by way of separate demand draft drawn in favour of Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) and the same should essentially be enclosed alongwith the techno commercial bid. The bidders should specifically superscribe, “downloaded from the website” on the top left corner of the outer envelope containing techno commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.
2. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing “Technical Bid” (containing all documents except price bid) and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender for Security Services” should reach BPSGMC Khanpur Kalan (Sonapat) before 3.00 PM on or before 14.07.2014. The technical bids & price bids shall be opened on 15.07.2014 at 02:00 PM at the Office of Director BPSGMC Khanpur Kalan (Sonapat), in presence of the bidders or their authorized representatives who wish to remain present. In no case the price bid proforma should be included in the technical bid.
 3. All the pages of the tender should be sequentially numbered and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
 4. Prior to the expiry of the original Bid Validity Period, the BPSGMC Administration may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.
 5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
 6. The bidder shall pay Bid Security (EMD) of Rs10 lac (Rupees ten lacs only) along with the technical bid by Demand Draft in favour of “Director BPSGMC Khanpur Kalan (Sonapat)” drawn on any Nationalized Bank/Scheduled Bank and payable at Gohana. Bids received without Earnest Money deposit (EMD) shall stand rejected and consequently shall not be considered for evaluation etc at any stage.
 7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of tender process. The EMD of the successful bidder shall be refunded on submission of adequate performance bank guarantee.
 8. The finally selected bidder has to enter into agreement with the institute within 15 days of awarding the work on stamp paper of Rs.100/-. Besides this as a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit (within 15 days of award of contract) an amount equal to 10% of Annual Contract value towards Security Deposit by way of Bank Guarantee/FDR duly pledged in favour of “**Director BPSGMC Khanpur Kalan (Sonapat)**” drawn on any Nationalized Bank/Scheduled Bank and payable at Gohana failing which (EMD) shall be forfeited unless time extension has been granted by BPSGMC Administration.
 9. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
 10. The bid shall be valid and open for acceptance of the Competent Authority of BPSGMC Khanpur Kalan (Sonapat) for a period of 1 year from the date of award of the tenders

(financial bid) and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.

11. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded to the Agency fulfilling all the conditions and who has quoted the lowest percentage of service charges, but not below the 1 % of the service charging. The minimum wages as notified by the Government of Haryana from time to time shall be paid. In case two or more agencies are found to have quoted the same rates, the Tender Evaluation Committee shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Committee shall be final. The service charges shall include all the taxes/charges/benefits (except as explicitly mentioned in the price bid proforma) to be paid to the Government/any other agency/employees in lieu of the work contract at BPSGMC Khanpur Kalan (Sonapat).
13. The quoted percentage of service charges shall include all statutory obligations except as mentioned in the price bid proforma. The rate quoted should be consolidated and inclusive of all Tax/charges, bonus, leave salary, etc. to be paid to the persons so deployed or to any other Government/other agencies.
14. BPSGMC Khanpur Kalan (Sonapat) reserves the right to accept or reject any or all bids without assigning any reasons. BPSGMC Khanpur Kalan (Sonapat) also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions:

1. The location, shift and provision for the required manpower shall be decided by the BPSGMC Khanpur Kalan (Sonapat) Administration as per the requirement of the institute. However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of Director BPSGMC Khanpur Kalan (Sonapat) to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the BPSGMC Khanpur Kalan (Sonapat).
2. The agency will get their antecedents, character and conduct verified by the competent authority as decided by the BPSGMC Khanpur Kalan (Sonapat) Administration. The agency will ensure that there is no criminal record or pending case against the person so deployed.
3. The Male Security Guard, so deployed, must possessed Minimum educational qualification of Matric from a recognized Board/University. Physical Standards i.e. height 167 cm chest 80 cm (with expansion of 5 cms). Similarly, the female security guards height should be of 155 cms.
4. The full particulars of the personnel to be deployed by the agency including their names and address shall be furnished to Director BPSGMC Khanpur Kalan (Sonapat) along with testimonials before they are actually deployed for the job.
5. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Director BPSGMC Khanpur Kalan (Sonapat) at any time without assigning any reason whatsoever.
6. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of KCGMC Karnal, they shall work under directives and guidance of Director BPS GMC Khanpur Kalan (Sonapat) or his authorized representative located at BPSGMC Khanpur Kalan (Sonapat) and will be answerable to BPSGMC Khanpur Kalan (Sonapat) Administration.
7. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
8. A senior level representative of the Agency shall visit BPSGMC Khanpur Kalan (Sonapat) at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Director BPSGMC Khanpur Kalan (Sonapat), officer dealing with service under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
9. The Agency shall ensure that any replacement of the personnel, as required by Director BPSGMC Khanpur Kalan (Sonapat) for any reason specified or otherwise, shall be effected

- promptly without any additional cost to the BPSGMC Khanpur Kalan (Sonapat). If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Director BPSGMC Khanpur Kalan (Sonapat) at Agency's own cost.
10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at BPSGMC Khanpur Kalan (Sonapat) site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, communication set, etc. shall be borne/supplied by the Agency at its cost.
 11. No residential accommodation shall be provided by BPSGMC Khanpur Kalan (Sonapat) to the agency or its employees. The security agency has to make its own arrangement for the residential accommodation to the deployed staff. However a changing/duty room shall be provided by the BPSGMC Khanpur Kalan (Sonapat) Administration.
 12. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BPSGMC Khanpur Kalan (Sonapat) /Govt. of India/any State or any Union Territory. They should have courteous & pleasant behavior and will not use abusive language. Their behavior towards staff should be polite. They will not enter into unnecessary quarrel.
 13. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Director BPSGMC Khanpur Kalan (Sonapat) or its authorized representative. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Director BPSGMC Khanpur Kalan (Sonapat).
 14. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at BPSGMC Khanpur Kalan (Sonapat) or for any accident caused to them and the BPSGMC Khanpur Kalan (Sonapat) shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it through account payee cheques by the stipulated date irrespective of any delay in settlement of its bill by the Director BPSGMC Khanpur Kalan (Sonapat) for whatever reason. If any delay in payment of wages to the workers engaged by the Agency, the Director, BPS GMC Khanpur Kalan (Sonapat) shall have right to impose a penalty @ Rs. 30000/- (Rs. Thirty thousand only) in one occasion. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund Act, 1952
 - (c) The Factory Act, 1948
 - (d) The Contract Labour (Regulation) Act, 1970
 - (e) The Payment of Bonus Act, 1965
 - (f) The Payment of Gratuity Act, 1972
 - (g) The Employees State Insurance Act, 1948
 - (h) The Employment of Children Act, 1938
 - (i) The Motor Vehicle Act, 1988
 - (j) Minimum Wages Act, 1948
 15. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Director BPS GMC Khanpur Kalan (Sonapat) and maintain liaison with the police. FIR will be lodged by Director BPS GMC Khanpur Kalan (Sonapat), wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
 16. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Director BPS GMC Khanpur Kalan (Sonapat) during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the BPSGMC Administration.
 17. In case of any loss that might be caused to the BPS GMC Khanpur Kalan (Sonapat) due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Director BPS GMC Khanpur Kalan (Sonapat) shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to BPS GMC Khanpur Kalan (Sonapat) besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, Director BPS GMC Khanpur Kalan (Sonapat) shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

18. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
19. As and when Director BPS GMC Khanpur Kalan (Sonapat) requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Director BPS GMC Khanpur Kalan (Sonapat). Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in unwarranted activities, the Director BPS GMC Khanpur Kalan (Sonapat) shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
20. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to Director BPS GMC Khanpur Kalan (Sonapat) an attested photocopy of the attendance record and enclose the same with the monthly bill.
21. The Director BPS GMC Khanpur Kalan (Sonapat) shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
22. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
23. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
24. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
25. In case of non compliance/non-performance of the services according to the terms of the contract, the Director BPS GMC Khanpur Kalan (Sonapat) shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
26. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify BPS GMC Khanpur Kalan (Sonapat) against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in BPS GMC Khanpur Kalan (Sonapat) premises/facility.
27. The decision of BPS GMC Khanpur Kalan (Sonapat) administration in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
28. For all intents and purposes, the contractor shall be employer within the meaning of the different legislations in respect of the persons so deployed by the contractor in BPS GMC Khanpur Kalan (Sonapat). The persons so deployed by the contractor in the institute shall have no claim of any master and servant relations nor have any Director and agent relationship with or against the BPS GMC Khanpur Kalan (Sonapat).
29. In case of any dispute between the Agency and BPS GMC Khanpur Kalan (Sonapat), BPS GMC Khanpur Kalan (Sonapat) shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at only Sonapat.
30. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to Financial Commissioner & Secretary to Govt. of Haryana, Health & Medical Education Department whose decision shall be final and binding to both the parties.
31. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference. In no case, the successful contractor shall engage any sub contractor or transfer the contract to any third party and security of the service provider will be forfeited & the name of firm will be black listed.
32. That the failure to discharge the contractual obligations of the tenderers will lead to black listing of the firm for future and the Security deposited shall be forfeited in whole.
33. That any dispute is subject to jurisdiction of Sonapat only. In the event of any dispute, the same shall be referred for arbitration to the Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) or to any person appointed by him. The award of the arbitrator shall be final and binding on both the parties.
34. That in case of holiday on the date of opening of the tenders, the tenders shall be opened on the next working day.

35. That the terms and conditions mentioned in this tender document shall be binding and operative between the tenderer and the Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat).
36. That in the event of any loss to the institution by the workers of the tenderer, the amount will be recovered from the monthly payment or by en-cashing the bank guarantee or from any pending bills.
37. That the Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) or his authorized representative shall have absolute rights and powers for the enforcement / encashment of said FDR in breach of any clause of this contract without any prior notice to the contractor and no claim whatsoever on this account shall be entertained.
38. That the wearing of uniforms by the contractor staff deployed for security duty in the hospital shall be compulsory. The uniforms as per approved color coding will be supplied to them by the contractor at his cost. Any person found without uniform on duty shall be charged Rs. 50/- per day as penalty for such lapse. Penalty charges shall be recovered from the monthly bill of the contractor. The Director, however, can increase the amount of penalty as may be deemed fit in the case(s) of repeated default.
39. That in case the number of security guards deployed by the contractor are, at any stage, found to be on the lower side, the contractor will have to pay double the amount of their wages and BPS GMC Khanpur Kalan (Sonapat) will be at liberty to deploy their substitutes at its own level.
40. If any information furnished by service provider is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited.
41. The workers whose services are provided by the service provider, shall at all times and for all purposes be the employees of the service provider and on no account personnel so appointed and recruited by the service provider will have any claim for appointment, continuity, regularization etc. against this Institute.
42. The firm will verify the antecedents of all employees working, by police verification and will keep attendance and other relevant records at its cost and will produce these on demand of any authority. The list containing the names/addresses of the personnel appointed by the agency shall be made available to the Hospital authorities with their bio-data within 15 days from the date of deputing.
43. In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, invalid or indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
44. That the staff so deployed by the service provider will not smoke/drink at the time of duty in all premises of the BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat) and will not form any union or associate itself with the union of the hospital employees.

Payment of Wages

- (a) The contractor shall have to ensure invariably that all the employees get **D.C. Rates fixed by Deputy Commissioner, Sonapat**, EPF/ESI and all other statutory obligations under Contract Act & Labour Laws as applicable from time to time. The Tender Shall be decided on the least rate quoted as per "Annexure-C".
- (b) The Service Provider shall open a bank account in the Bank Branch located in the BPSGMCW and he shall make the payment of the wages to the persons so deployed by him through the same bank. The employees of the Service Provider shall also open their individual accounts in the same Bank Branch for the purpose of disbursement of salary through electric transaction transmission. The service provider shall furnish details of disbursement of salary to the concerned Accounts Branch of BPSGMC within 5 days from the date of disbursement. He shall maintain the Attendance Registers, individual's ledger/wage book, wage slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any person deployed with the concerned Accounts Branch of BPSGMCW by the end of the last day of the prospective month.
- (c) He shall be required to submit a copy of Challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code no. address of each person(s) so deployed, on account of the statutory compliance within 15 days of disbursement of wages i.e. by 22nd of the month, failing which the payment of administrative/service charges (Profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges

(Profit) after deductions of Income Tax or any other Govt. dues, after the submission of self attested copies of Recovery Schedules and other statement on the prescribed formats for all the persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not with BPSGMCW. Further, he shall arrange the disbursement of wages to the persons so deployed by him in BPSGMCW. He shall ensure that the cheques issued by him should not be dishonored under any circumstances. The responsibility for issuance of Annual statement of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider.

- (d) The service provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 2nd of month on the basis of original attendance duly signed by DNS & Medical Superintendent

Accounts & Records:

- (a) The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its function under this Agreement in the manner specified by the BPSGMC i.e. Double Entry System.
- (b) The Service Provider shall be required to produce all the original record such as Attendance, Relievers List etc. to the Accounts Branch working in BPSGMCW for the pre-audit of monthly wages bills from time to time.
- (c) The Service Provider will have to be paid overtime extra/other than normal wages at double the rate of the wages as per section 15 of the Minimum Wages Act, 1948.
- (d) Service Provider must deposit the ESI contribution with the Authorities regularly every month. Service Provider must deposit the amount alongwith the list of workers in whose account it has to be deposited. He will have to produce the copy of the deposit and the corresponding list of workers to the Principal Employer every month for record. Service Provider must issue the ESI Identity Card to the workers.
- (e) The contract deposits the PF contribution with the Authorities regularly every month. He must deposit the amount necessarily alongwith the list of workers in whose account it has to be deposited. The principal employer must obtain the copy of the deposit and the corresponding list of workers every month for record; this besides the copy of the half yearly return in form 3A and annual return in form 6A.

Signature of the tenderer

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

Tender Inviting Authority: Director, BPSGMC for Women, Khanpur Kalan, Sonapat

Name of Work: Providing Security Services at BPSGMC for Women, Khanpur Kalan, Sonapat

Contract No. 3/H/Security Services/14-15

| Sr. No. | Particulars | |
|----------------|--------------------|----------------------|
| 1 | Profit Element | In Percentage |
| 2 | Leave Reserve | |

Signature of Bidder with seal

Declaration by the Bidder

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

Note:

- i) No other charges would be payable by Client.
- ii) There would be no increase in rates during the Contract period except as provided under the terms and conditions.

(Signature of Tenderer with seal)

| | |
|-------------------|--|
| Name | |
| Address | |
| Phone No | |
| Moblile No | |
| Fax No. | |
| E-mail | |
| Place | |
| Date | |

SCHEDULE-B

Responsibilities of Security Guard.

1. To act as Sentry, a guide, a scout, a watchdog for the area of his responsibilities.
2. To check every entry of public/visitors to the hospital and other area.
3. To guard all entry and exit points to control movement of visitors and to screen unauthorized visitors and guide them properly.
4. To protect lift and property and ensure smooth inflow/outflow of goods and to see that they are accompanied with vouchers/proper gate passes.
5. To assist doctors, nurses and other staff in smooth discharge of their duties in Wards, OPDs and departments.
6. To ensure closing of all the departments windows lock and doors after working hours.
7. To ensure judicious use of electricity and water by switching off the taps and other switches whenever not required.
8. To regulate visitors and vehicular traffic into the hospital in an orderly fashion.
9. To report to the concerned authority/Supervisor in case of any incidents/theft, pilferage or fire occurrence immediately.
10. To help the estate staff BPS GMC Khanpur Kalan (Sonapat)in clearance of unauthorized encroachments or unauthorized occupation of houses/areas from the property of BPS GMC Khanpur Kalan (Sonapat).
11. To assist in the smooth conduct of various Institute/Hospital functions.
12. To ensure safety of original/duplicate keys of various areas of his jurisdiction and closed by him.
13. He will remain smartly dressed and well maintained during his duty hours.
14. He will check all ingoing and out going property/goods and to ensure that they are accompanied by proper gate pass.
15. After marking his roll call he shall take over the charges of the property of his respective area and shall immediately report the same to his Supervisor.
16. The Security Guard on duty shall not leave his post unattended in any case without prior permission of the authorities.
17. The security Guards shall ensure that all doors/windows are properly locked after working hours and in case of any negligence the same shall be reported to Security Supervisor immediately.
18. The Security Guard on duty would also assist to put off the fire hazards in case of fire.
19. If any area is left unlocked then in that case temporary lock is affixed and area kept guarded till the arrival of staff of the same area.
20. He will beat his area after regular interval.
21. Any other responsibilities which may be assigned to him by the Chief Security Officer/Security Officer or any officer of BPS GMC Khanpur Kalan (Sonapat)from time to time.

SCHEDULE-C

Responsibilities of Security Supervisor:-

1. He will be called as a shift In charge.
2. He will be responsible for taking roll call of the Security Guards of his shift.
3. He will ensure that each Security Guards in his shift comes on duty well in time and smartly dressed.
4. He will make surprise check of the staff and report any incident of theft/pilferage/loss/fire etc. immediately to the BPSGMC authority.
5. He will monitor all the Trade Unions and other activities occurring in BPSGMC Campus and keep his superiors well informed of such activities.
6. Any act of indiscipline, slackness on the part of staff will be reported to the concerned officer duly authorized by the BPSGMC Khanpur kalan (Sonapat).
7. He should ensure that all the sensitive posts are provided security cover.
8. He will make adjustment of duties in case of any person is absent from duty.
9. In case of any worker is found slack, asleep, under influence of liquor, negligent or absent while on duty, he should immediately submit a report to this effect at once to the concerned officer duly authorized by the BPS GMC Khanpur Kalan (Sonapat).
10. He shall carry out all such other duties, as may be assigned to him from time to time by the BPSGMC Administration.

DOCUMENTS TO BE ATTACHED WITH THE TENDER (MANDATORY)

1. Attested copy of registration as private security agency as per condition No. 2 of Eligibility criteria.
2. Attested copy of registration Certificate under Labour Act.
3. Attested copy of Certificate of ESI Registration.
4. Attested copy of Service Tax Registration.
5. Attested copy of Registration with Income Tax Department for permanent income tax code.
6. Attested copy of License, issued by Regional Labour Commissioner.
7. Attested copy of Registration as proprietary firm, Partnership firm, Limited Company, Corporate body.
8. Attested copy of financial turnover of the last 3 years, duly attested by CA.
9. Attested copy of Income Tax Returns for the last three years.
10. Attested copy of Service Tax paid for the last three years.
11. Undertaking on organization letter head to the effect that the security agency have at least 250 security personnel at a time on roll.
12. An undertaking of opening the office in the premises of BPSGMC and its associated hospital on organization letter head.
13. An undertaking on organization letter head to the effect that agency shall deploy security personnel duly trained from approved training centre. The complete detail viz. address and license Number etc. of such training centre must be mentioned.
14. An undertaking on organization letter head to the effect that there is no case pending with the police or any investigating agency against the Proprietor/Firm/Partner or the Company (Agency) and the firm has not been Black Listed by the Government or Non Government organization.
15. Performance and Experience certificate(s) from employer to whom the services have been provided as per **Annexure-A**
16. Organization and Hierarchy of the security agency including list of each security Guards with complete address and telephone number deployed or ready for deployment.
17. Earnest Money in the shape of bank draft of Rs. 10 lacs

(ON ORGANIZATIONAL LETTER HEAD)

EXPERIENCE AND SATISFACTORY PERFORMANCE CERTIFICATE

It is certified that M/s _____ has provided _____ Number of Security Supervisor and _____ Number of security Guards in this organization w.e.f _____ to _____.

It is, further, certified that the security services of M/s _____ during the above period has been found (Satisfactory/unsatisfactory).

Signature with name and Seal