



**Indira Gandhi Institute of Medical Sciences  
Sheikhpura, Patna  
(Autonomous Body under Department of Health,  
Government of Bihar)**

**NIT No- 08/IGIMS/MS/2017**

**TENDER FOR PROVIDING SECURITY & FIRE SERVICES  
ON OUTSOURCE BASIS  
AT  
IGIMS, SHEIKHPURA, PATNA**

**Indira Gandhi Institute of Medical Sciences**  
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**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA, PATNA-14**

**NOTICE INVITING TENDER FOR SECURITY SERVICES**

(1) Director, IGIMS, Sheikhpura, Patna tenders in sealed cover under two bid systems (Technical Bid & Financial Bid) from reputed, eligible and qualified Security Agencies for providing 24x7 security services in different areas of IGIMS, Patna viz- Campus Area(Unit-A) & Residential Area(Unit-B) with required number of suitably equipped, trained and uniformed security personnel for three years .

S.No.	Tender Number	Brief Description of Services	Qty.	Tender Fee (in Rs.)	Bid Security (in Rs.)
		Deployment of Security & Fire personnel for providing Security Services for different areas of IGIMS, Sheikhpura, Patna-800014	Service Contract	5000/- for each Unit	30 Lakh for each Unit
<b>Pre-Bid Meeting to give clarification to the prospective bidders if any, will be held on <u>15.01.2018</u> in Director's chamber of IGIMS, Sheikhpura, Patna-800014 at 11.30 AM</b>					
<b>Last date f of receipt of Tender documents:</b>		<b>23.01.2018 Up to 3.00 PM</b>			
<b>Closing date &amp; time for receipt of bids:</b>		<b>23.01.2018 at 4.00 PM</b>			
<b>Date, time and venue for opening of technical bids:</b>		<b>Directors Chamber, IGIMS, Patna.</b>			

- (2) The bidders have option to quote only one bid for any specific unit or both units subject to furnish along with relevant Tender fee and Bid Security as specified in Para 1 above.
- (3) Tender Document containing detailed instructions along with terms & conditions can be obtained from the office of Director from 2:30 p.m. to 4:30 p.m. on all working days (Monday to Friday) and 11:00 a.m. to 12:30 p.m. on Saturday, till a day prior to the closing date of receipt of bids as specified in Para 1 above.
- (4) Tender Document may be purchased on payment of non-refundable fee of Rs.5000/- for each Unit by way of Demand Draft drawn in favour of the “**Director, IGIMS, Patna**” payable at Patna. **Postal Order/ Cash/ Cheque are not acceptable at all.**
- (5) If requested, the Tender Document will be mailed by Registered Post/ Speed Post to the prospective bidders for which extra charges per set will be Rs.100/- . The bidder is to add the applicable postage cost with non-refundable fee as specified in Para 3 above.
- (6) The bidders may also download the Tender Document directly from website available at [www.igims.org](http://www.igims.org). The bidders are Required to submit the tender fee of Rs.5000/- for each Unit (Non-refundable) by way of separate demand draft drawn in favour of “**Director, IGIMS, Patna**” payable at Patna for each tender separately and the same should essentially be enclosed alongwith the Techno-Commercial Bid. The bidder should specifically superscribe, Tender for Security Services on the top left corner of the outer envelope containing Techno-Commercial Bid & Financial Bid separately. In no case, the tender fee should be mixed with Bid Security amount. The tenders not following the above procedure will be summarily rejected.
- (7) It is the responsibility of the bidders to ensure that their bids, whether sent by post or by courier or by person, are dropped in the “**Director's Office, IGIMS, Patna**” or received by the closing date and time as specified in Para 1 above for receipt of bid, failing which the bid would be considered late and rejected. The bids dropped in the other Section/ Department/ Centres of IGIMS, Patna will not be considered for submission and such bids will be summarily rejected.
- (8) The bid security as mentioned above will have to be deposited by way of Pay Order/ Demand Draft/ FDR/ in favour of the “**Director, IGIMS, Patna**” along with the tender (Technical Bid). No interest is payable on Bid Security.
- (9) The Tender Document is not transferable.
- (10) In the event of any of the above mentioned dates being declared as a holiday/ closed day for IGIMS, Patna the tender will be sold/ received/ opened on the next working day at the prescribed venue and time.

**For detailed information please log on to IGIMS websites [www.igims.org](http://www.igims.org)**



**Director**

Bidder Declaration

To  
The Director  
IGIMS, Patna

Ref. Your TE document no. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum no. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to \_\_\_\_\_ (Description of services) in conformity with your above referred document for the sum of \_\_\_\_\_ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @10% of the contract value for the due performance of the contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. 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.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender if on behalf of firm

**Tender No.: 08 / ADMIN/NIT/Security Guard /2017 dated**

**TENDER FOR PROVIDING SECURITY SERVICES in IGIMS,PATNA**

**1. Introduction**

IGIMS Patna, an Autonomous Body under Department of Health, Government of Bihar invites sealed bid under two bid system from **Security Service Provider Sponsored/ Empanelled by Directorate General Resettlement (DGR),Department of Ex-Servicemen Welfare , Ministry of Defence, Govt. of India** for deploying ex-Servicemen Security personnel civilian as per requirement in the Institute for the **Residential Area (Unit “B” ) and IGIMS, Campus Area (Unit Area “A”)** on outsource basis as per details given in the Bid document.

**2. Availability of Tender Document**

Tender document can be downloaded from Institute website: [www.igims.org](http://www.igims.org). Prospective service providers desirous of participating in the bid may view and download the tender document free of cost from the Institute website. However bidders have to submit with the bid documents the tender fee of Rs.5000 (Rs. Five thousand) and earnest money deposit (EMD) of Rs.30.00 lakhs (Rs.Thirty lakhs) only through Demand Draft / Pay Order from nationalised banks drawn in favour of Director, IGIMS, Patna.

A pre-bid meeting will be held on \_\_\_\_\_ at \_\_\_\_\_ in conference room of IGIMS, Patna. Prospective bidder will have to present a power point presentation on Agency’s roadmap of security profile, including fire-security arrangement for the Institute complex.

**3. Important Dates**

Date of publication & downloading of Bid documents	
Pre-bid meeting	
Closing of Bid submission	up to _____ Hrs.
Opening of technical bid	at _____ Hrs.

**4. Instructions to bidder**

- a) The bidders are directed to make survey of IGIMS campus for having a first- hand assessment on security environment of hospital, college, hostels and other areas of Institute complex before entering into security bidding process.
- b) Tender shall be of two bid systems –technical and financial. The tender Documents (technical and financial in two separate envelopes) shall be submitted with a covering letter detailing the bid-contents in each envelop. The covers shall be superscripted "Technical bid for Security Guard Services in IGIMS, Patna“ and “Financial Bid for Security Guard Services in IGIMS, Patna. ‘Financial Bid’ of only technically qualified bidders will be opened.
- c) The bidders should fulfil the technical checklist parameters and submit the indexed documents for evidences.

- d) EMD shall be in shape of DD/Pay Order of nationalised Bank. No bank guarantee towards EMD will be acceptable. EMD of unsuccessful bidders will be returned without any interest on tender finalisation and execution of the agreement with the successful bidder. The successful bidder have to submit the SMD of 10% of the contract value for signing the agreement.
- e) The SMD shall be forfeited if successful bidder fails to start the work within stipulated time or fails to comply with terms & conditions of the contract.
- f) The bidder exempted from submission of EMD have to submit the documentary evidence in Support.

## 5. Eligibility criteria

1. Bidder should be DGR Empanelled ESM Security Agency in having ex-service security personnel from central government Para military forces like CRPF/BSF/ITBP/SSB/Assam Rifles Defence services or state police services on its manpower resources. Proof of valid registration in DGR ESM Security and proof of being run by Ex-serviceman / ex-Para military personnel registered under Ex-Servicemen Welfare Association under Ministry of Defence is to be submitted.
2. The Agency shall have annual turnover not below Rs.30.00 Cr in preceding three financial years during the block period of five years (2012-13 to 2016-17)).
3. The Agency shall have valid licences from Labour Department and trade and commercial licences for carrying out outsourcing activities from appropriate Govt. Bodies in terms of due compliance of following Statutory Laws / Acts and Rules and Regulations thereon.
  - (a) The Payment of Wages Act 1936
  - (b) The Employees Provident Fund Act, 1952
  - (c) The Contract Labour (Regulation) Act, 1970
  - (d) The Payment of Bonus Act, 1965
  - (e) The Payment of Gratuity Act, 1972
  - (f) The Employees State Insurance Act, 1948
  - (g) The Employment of Children Act, 1938
  - (h) The Motor Vehicle Act, 1988
  - (i) The Minimum Wages Act, 1948
  - (j) The Factory Act 1948
4. The private security agency may also participate with a proof having employed ex serviceman/CPMF as their payroll minimum 60% of total deployed manpower during last three years. Proof of which has to be submitted along with the bid documents.
5. The bidder must be registered under Bihar Private Security Act, 2011 (self-attested photocopy) or will have to get registration within 15 days of award of work.
6. The Agency shall deploy ex-servicemen having experience in handling security affairs in Hospital preferably. List of Security personnel for last three years be submitted with the bid.
7. Agency should not be blacklisted by government organisation anywhere in India.
8. In the case, any Security Agency provided/ has been providing watch & ward services at IGIMS, Patna should furnish Satisfactory Performance Report issued by IGIMS, Patna authorities along with technical bid.

9. Manpower on Roll for each Unit: The bidder should have on its ROLL A MINIMUM OF 3,000 numbers of manpower engaged in watch & ward/ security services as on the last date of submission of the bid. Relevant documentary proof in form of latest ESI/ EPF contributions deposited to the concerned authorities towards deployment of minimum 3,000 or more numbers of manpower engaged in watch & ward/ security services in support shall be submitted thereof.

The bidder should have valid Employees Provident Fund (EPF) Registration Certificate and Code number issued by EPFO authorities in IGIMS, Patna would prefer that in case the Security Agency does not have registration with Regional EPF authority in Patna, the Security Agency should clearly indicate in their bids whether they will be able to get themselves registered with Regional EPFO authority in Patna and if so they will also clearly indicate in their bids that how much time they will take to register themselves with EPFO authority in Patna from the date of award of this tender/ service contract of IGIMS, Patna.

The bidder should have valid Employees State Insurance Corporation (ESIC) Registration Certificate and Code number issued by ESIC authorities in Patna IGIMS, Patna would prefer that in case the Security Agency does not have registration with Regional ESIC authority in Patna, the Security Agency should clearly indicate in their bids whether they will be able to get themselves registered with Regional ESIC authority in Patna and if so they will also clearly indicate in their bids that how much time they will take to register themselves with Regional ESIC authority in Patna from the date of award of this tender/ service contract of IGIMS, Patna.

The bidder should have valid Goods & Service Tax (GST) Registration Certificate alongwith an undertaking on their own letter head stating that upto date returns have been filed and there are no pendency due with the Department of Commercial Taxes. The bidder shall also furnish the copies of such returns (latest) submitted to the concerned Department.

The bidder should have valid PAN/ TAN Number under Income Tax Act.

The bidder should be registered with Labour Department under Contract Labour (R&A) Act 1970 and

(a) The bidder shall furnish an affidavit on non-judicial stamp paper of Rs.10/- duly notarized affirming that the firm/ agency has neither been blacklisted and debarred and nor their services have been banned or suspended due to any reason including corrupt and fraudulent practices in the past by any Govt. Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertaking /Pvt. Institution etc. and there is no any Vigilance/CBI case pending against the firm/agency.

(b) The bidder shall also furnish an undertaking on non-judicial stamp paper of Rs.10/- duly notarized affirming that:

I/We \_\_\_\_\_ (name of the owner of the agency/ authorized representative of the agency with full residential address) on behalf of \_\_\_\_\_, (Name of the agency with full address) participating in Tender Ref. No./Watch & Ward Services/2016-17/St. for deployment of security agencies for providing watch & ward services for different areas (Unit-'A' & Unit-'B') on two years service contract basis at IGIMS, Patna. I/We declare/ affirm herewith that all the particulars/ documents furnished by me/us on behalf of the agency are correct and true to the best of my/our knowledge and belief. I/We also declare/ affirm herewith that no material and information have been concealed and misrepresented by me/us on part of my/our firm against the tender for Unit- ( ).

## 5. Scope of work

The services shall include security of working staff, fire safety of building, hospital assets / equipment(s) and appliances, civil work construction and electrical machineries etc., and restrict the trespassers in car parking / Hospital wards /Medical College and Boys &Girls' hostels. The service provider shall have to ensure strict compliance of instructions issued by the Institute especially on maintaining the security access to Ward-Blocks, OT Complex, ICUs, Emergency and Authorities' chambers so as to check and control the entry of unauthorized persons. Keep close check on incoming/outgoing materials. Ensure overall safety and security of men and materials.

This particular tender is restricted to two different areas of IGIMS, Patna described for the purposes of this tender as Unit-'A' & Unit-'B' consisting of Sub Zones namely Main Hospital, Centres, Departments, Hostels, Residential . Complexes and various other areas including outer areas for watch & ward services as described at Annexure-'XII'

**The following security personnel (approximately) are expected/ required to be deployed at the IGIMS, Patna**

Category	Description of Security Personnel	Total manpower strength (approximately) for individual units	
		Unit-'A' (IGIMS)	Unit-'B'(Residential Area)
(I)	Security Supervisors	2	2
(II)	Fire Supervisors-cum-Fireman	5	2
(III)	Special Security Guards(Ex-Army men)	40	-
(IV)	Security Guards (with arms)(Ex-Army men)	4	3
(V)	Security Guards (without arms)	20	20
Total manpower strength (approximately) =		71	27

Above mentioned total manpower strength (approximately) for individual units can be increased or decreased up to 30% of total strength at the time of award of service contract or during currency of the service contract depending upon the actual requirement



### Duty of Security Guard, *inter alia* shall include the following:

- Checking of vehicles and goods including equipment(s) and tender material items coming or going out of the Institute building area through check of gate pass.
- Providing Security of Institute Assets
- Security of visitors
- Key management- Security of different keys of different departments.
- Fire Fighting and Vigilance over on the fire security aspects.
- Taking preventing measures against theft, pilferage, sabotage etc. in the Institute complex.
- Protect Institute equipment(s) and materials-civil, electrical or any other within Institute, college, boys' & girls' hostels and residential premises
  - Operation of lifts and fire fighting equipment
  - Control and check misuse of water and electricity
  - Any other special instructions issued by the Institute authority.
- Checking and keeping records of outgoing materials through gate passes. No material is allowed to be taken out of the Institute premises without gate passes, duly authorised and signed by authorized officer to this effect.
  - Maintaining the incoming, outgoing records of office/private vehicles and restricting the authorised or any unauthorized vehicle to be parked inside the Institute within specified time.

### Duty of Security Supervisor, *inter alia* shall include the following:

- Undertaking regular internal and external foot patrols of Institute site and making daily reporting to Institute administrative authority for attendance of deployed guards/other staff.
- Protecting the property against loss, theft, damage and waste.
- Conducting regular floor walks throughout different shifts to ensure the smooth running of security operations.
- Make sure that Security guards are performing their duties to the appropriate standard.
- Ensuring that Institute site is a safe and pleasant environment for patients / outsiders at all times in terms of traffic congestions on roads or inside Institute complex.
  - Detecting, resolving and reporting any security breaches.
  - Assigning tasks and duties to be deployed security personnel.
  - Investigating security breaches and incidents.
  - Making sure that security personnel have a full understanding of their duties.
  - Responding to emergency situations as and when arise.

**Duty of Fire Supervisor –cum-Fireman inter alia shall include the following:**

- Regular checking of fire safety equipment(s) and fire security arrangement, mock drill operation of fire safety, propagating fire safety awareness in the institute and about safety measures .
- The successful bidder will enter into an agreement with IGIMS, Patna for providing duly qualified & experienced manpower as prescribed rule of DGR & PASARA.

**Preparation of Bids:**

**Language:** - Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

**Documents Comprising the Bid:** Tender document issued for the purposes of tendering as described in the document

And any amendments issued shall be deemed as incorporated in the bid.

The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid in sealed envelopes clearly marked with the name of the tender and specific Unit-'A' or Unit-'B'.

Bid shall be addressed to the Director, IGIMS, Patna and should be sent by Speed Post/Courier Service on or before the closing date by 4 PM to the Office of Director , IGIMS, Patna at the address given in the bid document.

**Bid Prices:**

The bidder shall quote the rates in Indian Rupees for the entire service contract on a 'single responsibility' basis such that the tender price covers Security Agencies' all obligations mentioned in or to be reasonably inferred from the tender document in respect of the Watch & Ward Services at IGIMS, Patna. This includes all the liabilities of the Security Agency such as cost of uniform, vehicle tokens, wireless sets, inverted mirrors, mobile phones, vehicles, HHMDs, identity cards, salary slips etc. and all other statutory dues as laid down under various labour laws/acts/rules like Minimum Wages, EPF (including Employer's/Employee's share of cont. for Provident Fund, Pension Fund, EDLI, Admn. Charges etc.) ESI, the Contract Labour (R&A) Act and other. Uniform allowance, wages for leave reserve, service charges, all kinds of taxes etc. which should be clearly stated by the Security Agency. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

The rates quoted by the bidder shall be inclusive of GST at present @18% or as applicable in the prescribed financial bid format at Annexure-'XI'.

Conditional bids/ offers will be summarily rejected.

This tender is floated for deployment of manpower for two specific units and independent service contracts will be made with the lowest bidder for each assigned unit . All the Security Agencies shall have to mutually co-ordinate with each other and will be equally responsible for management of watch & ward/ security services in accordance with terms & conditions laid down in the tender document/ service contract of respective areas under Units i.e. 'A' or 'B' at IGIMS, Patna campuses.

**Currencies of Bid and Payment:-**

The bidder shall submit his financial bid/ offer in Indian Rupees and payment under this service contract will be made in Indian Rupees.

**Duration of the Service Contract:-** The service contract shall be valid initially for a period of two years (general terms & condition) and IGIMS, Patna reserves the right to extend the validity of service contract on the same rates and terms & conditions for further three years subject to reviewing of satisfactory performance of the respective Security Agency by the Security Sub-Committee.

**Bid Security:-**

The bidder shall also furnish following information on letter head invariably along with bid security are as under:

- i) Name of the Beneficiary(Agency).
- ii) Bank Account Number of the beneficiary.
- iii) Name of Bank with full address.
- iv) IFSC Code of the Bank/ Branch.
- v) Permanent Account Number (PAN)
- vi) GST Registration Number

Any tender not accompanied by bid security shall be rejected.

Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the service contract.

Bid security of the successful bidder shall be returned on receipt of Performance Security and after signing the service contract agreement.

Bid security shall be forfeited if the bidder withdraws or modifies his bid (unless with consent of IGIMS, Patna) during the period of tender validity.

Bid security shall be forfeited if the successful bidder refuses or neglects to execute the service contract or fails to furnish the required Performance Security within stipulated time frame by IGIMS, Patna.

**Format and Signing of Bid: -**

The bidder shall submit one copy of the complete tender document along with forwarding letter/ undertaking (Annexure-‘II’) on letter head and addenda/ corrigendum, if any, thereto with each page of these document duly signed and stamped to confirm the acceptance of the terms & conditions of tender document in all respects by the bidder.

**Bid Opening and Evaluation: -**

The Authorised Representative(s) of IGIMS, Patna will open the bids received on the date and time specified in bid document at the address mentioned in Tender Notice in presence of the bidder’s representatives who may choose to attend the opening. Envelope 1 of the Bid for each of the Units will be opened first by the Authorised Representative(s). The bidder’s representative, who desires to attend the opening, shall bring an authority letter and sign the attendance sheet as a proof of his attendance. The names of all bidders who have submitted bids will be read out and other such details as IGIMS, Patna at its discretion may consider appropriate, will be announced at the opening.

Prior to opening of Envelope-2 (Financial Bid), the IGIMS, Patna will determine whether each Technical Bid (Envelope-1 and & contents thereof) is ‘responsive’ to the requirements of the tender. A bid shall be considered ‘responsive’ only if:

1. It is received as per the prescribed format;
2. It is received by the Bid Due Date as specified in the NIT including any extension thereof;
3. It is signed, sealed and marked as stipulated in document
4. It is accompanied by the Bid Security as specified in document .
6. 5. It is accompanied by the power(s) of Attorney as specified in as the case may be;  
6. It contains all the information and documents (complete in all respects) as requested in tender and or/ bidding documents (in formats same as those specified);
7. It does not contain any condition or qualification; and
8. It is not non-responsive in respect of terms and conditions specified in tender document.
9. It is accompanied by the tender fee as per NIT.

IGIMS, Patna reserves the right to call for any documents/ clarification during the process for checking of responsiveness of bid and to reject any bid which is nonresponsive and no request for alteration, modification; substitution or withdrawal shall be entertained by the Authorised Representative(s) in respect of such bid.

IGIMS, Patna may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any

bidder, provided it conforms to all the terms, conditions of the tender document without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one

- i) That affects in any substantial way the scope, quality or performance of the service contract;
- ii) That limits in any substantial way, inconsistent with the tender document, Authority's rights or the selected bidder's obligations under the service contract; or
- iii) Whose rectification would unfairly affect the competitive position of other bidders who are presenting responsive bids.

It is clarified that the selection of the Successful Bidders shall be subject to the verification of Bank Guarantee and scrutiny of other relevant documents as stipulated in this tender document, that the bidders has submitted.

The date and time for opening of Financial Bids shall be separately communicated to the eligible bidders. Each eligible bidder's representative, who desires to attend the opening, shall bring an authority letter and sign the attendance sheet as a proof of his attendance. Each eligible bidder's name, bid price, and other such details as the Authorized Representative(s) may consider appropriate, will be announced at the opening.

IGIMS, Patna will evaluate and compare the bids previously determined to be eligible and responsive. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of errors, the bid will be rejected.

#### **6. RIGHT TO ACCEPT OR REJECT ANY BID:**

Following is the guiding decisions for the bidders.

- a) Tender will be accepted and Contract will be finalized with only those who in the opinion of IGIMS authority shall have capacity and resources to execute the security contract with the institute within prescribed time schedule.
- b) IGIMS reserves its right to accept or reject any bid without assigning any reason whatsoever. IGIMS does not bind itself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and it can also reduce or extend the period of contract without assigning any reason.
- c) In case the lowest bidder (L-1) fails to execute the bid agreement within stipulated period, the Institute shall be free to enter into contract agreement with another bidder agreeing to provide services at lowest bidder's rate (L-1).

#### **7. Terms and Conditions of Outsourcing**

- 1) Term of contract is for 24 calendar months. Extension of contract will be subject to rules and regulations in force and subject to satisfactory performance of security jobs or on requirement of security staff on outsource basis. The Institute however, reserves right to terminate the initial or renewed contract on security services without assigning any reason at any time after giving two months' notice to the Service Provider.

- 2) The agency shall deploy ex-servicemen for day and night shift duty of 8 hours. In case of deployment of Security Guard, Supervisor or Security Gunmen other than the ex-servicemen the contract of the agency shall be liable to cancellation. In case services of non-ex-servicemen which, in any case should not exceed 15 numbers for any month, is accepted by the administration then payment of such staff will be restricted to the Un-skilled workers' Minimum Wages of Labour Resource Department of State Government.
- 3) The antecedents of security staff deployed shall be got verified by the Agency from local police authority and an undertaking in this regards to be submitted to the Institute and Institute shall ensure that the Agency complies with the provisions.
- 4) The Security Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liability covered under the Bid Agreement to any other agency or organization by whatsoever name be called at any circumstances.
- 5) Conditional quotations like "subject to immediate acceptance" or "subject to prior confirmation" etc., shall be summarily rejected
- 6) **Performance Guarantee:** The successful bidder (Agency) has to deposit 10 (ten) per cent of the annual contract value as Security Deposit in shape of Demand Draft / Bank Guarantee from any nationalised Bank in favour of "IGIMS, Patna" Security deposit shall remain valid for the period of sixty (60) days beyond the date of completion of all contractual obligations by the agency including statutory obligations, if any. The Bank Guarantee is to be submitted in Format (Annexure-4)
- 7) The bidders have to bid for the service charge in percentage in the column of bid document format. Format should not be changed for explanations / clarifications etc by the bidders.
- 8) Lump sum quotation shall not be accepted and such bid shall be rejected. Service charges shall be expressed in per cent of wages as well as corresponding Rupee value. Service charges of bidders shall cover all the ancillary expenses related to security deployment.
- 9) The bidder should have minimum qualified security personnel of captive 130 number for deployment in the Institute. Numbers of personnel, however, shall vary as per Institute requirements.
- 10) **Age and qualification:** The deployed staff should be in the age group of 30 years to 50 years as on date of signing of agreement .All the personnel deployed by the contractor shall be medically fit and their antecedent verified prior to their deployment in the Hospital. Persons at higher risk should be vaccinated against Hepatitis 'B'. Minimum qualification will be 10th (Matric) passed from recognized State / Central Government Board.
- 11) **Wages and payment:** Wages shall be fixed amount for different types of services which is given in the financial bid. However, in case of deployment of supervisor/Guard ex-servicemen category minimum wages of un-skilled labour as per Labour and Resource Department, Government of Bihar will be paid. As wages for different services are all inclusive, no bonus, privilege leave, HRA or any other allowances will be payable.
- 12) In order to obviate the scope of irregularities / delinquencies in compliance of statutory payments by the bidder, the IGIMS as a Principal Employer for security personnel on outsourced basis via Service Provider reserved its right of cheques/DDs payment for total EPF/ESIC amount in respect of deployed security staff. Applicable

Goods and Service Tax (GST) will be paid, if admissible for providing services in the institute in Health Sector. Necessary Government notification to this effect shall be submitted by the bidder.

13) Bank account of individual deployed personnel is to be opened in Allahabad Bank, IGIMS Branch Patna by the successful bidder as payment will be made through e-transaction. Agency shall furnish proof of monthly salary payment and payment of all the legal entitlements to the workers in the preferred monthly bill.

14) The security staff shall not accept any gratitude or reward in any shape from general public for rendering services in the Institute complex.

15) The security staff deployed to duty in different Departments of IGIMS, Patna will have to follow the duty time of department concerned in operational area. They may also be posted to work in shift as per the institute's requirements. No extra payment will be made on this account.

16) Bidder should note that L-1 shall be decided based on the sum average of the service charge quotations for different type of manpower services; payment of service charge, however, shall be as per quoted rate made against individual posts.

17) Any pecuniary loss to the Institute due to dereliction in the security duty will be recovered from the Agency. The decision of the Director of the Institute will be final and binding on the agency. In the event of any theft, burglary, pilferage or damage/ sabotage to the materials, equipment(s) or any machinery, the Agency shall be liable to compensate for the loss unless it is established that in spite of all possible measures taken by the security agency and the security personnel on duty, the same could not be avoided. The security agency shall take adequate measures to prevent repetition of such incidents. The institute shall have the right to recover such losses from the charges payable to the security agency or from other sources including Security deposit of security agency.

18) Tenderer will be bound by the documents furnished by it to this Institute, In case, any furnished documents subsequently found to be false at any stage, it would be deemed to be a breach of terms of contract making the agency liable for legal action in addition to termination of contract as Management may think fit.

19) In deployment of staff on outsource basis, the relationship between Institute and the Service provider shall not be of "Master" and "Servant". In case of termination of the contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will not have any claim for absorption or any relaxation or concession for absorption in the regular or other capacity in any future jobs/posts in the Institute.

20) Service provider will be wholly and exclusively responsible for payment to the deployed security personnel including compliance to all the statutory obligations under any legislation / Acts as applicable from time to time including Minimum Wages Act, EPF Act, ESI Act etc. The contractor should indemnify the Institute on stamp paper at all times against all claims, damage, or compensation under the provisions of Payment of wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability act 1938, Industrial Dispute act, 1947, Maternity Benefit act 1961, Payment of Bonus Act, 1966 or any other law relating thereto and rules made there under from time to time. The Institute will not incur any liabilities for any expenditure whatsoever on this account.

21) The Agency shall not claim nor shall be entitled for perks and other facilities/allowances admissible to casual, ad-hoc, regular/ confirm employees of this institute during the currency or after expiry of the contract.

22) On award of job, the Agency shall mention the Individual EPF account / ESI Registration number of deployed staff as well as the GST registration number/TDS Account number. The deployed staff shall be in security uniform and bear IDs with photographs, fathers' name, Aadhar card number, full address and other details like blood group etc.

23) In case of deficiencies in quality service, penalty as deemed fit by the Institute will be deducted from the agency service charges.

24) **Payment Mode:** Each month admissible wages will be preferred by agency in first week of following month. The claim shall be discharged within 10 working days. While submitting the bill the services provider must file a certificate certifying the following .

A) Wages of each individual workers were credited to respective bank account on \_\_\_\_\_ respective date.

B) ESI contribution relating to individual amounting to RS \_\_\_\_\_ was deposited on \_\_\_\_\_ respective date.(copy of details enclosed)

C) EPF Contribution relating to individual amounting to Rs \_\_\_\_\_ was Deposited on (respective date)(copy to the details enclosed)

D) We are complying with all statutory labour laws including Minimum Wage Act of Bihar.

The agency shall be absolutely responsible for the payment of salary , for the security Staff employed at IGIMS, Patna on or before 10<sup>th</sup> of each succeeding month . The Company should provide the mendate form for ECS payment .

Goods and Service Tax(GST),TDS etc will as rules inforce.

25) Canvassing in any form is prohibited and such tenders will be rejected.

26) The Director, IGIMS, Patna may terminate the agency if subsequent to award of work it came to notice that agency is blacklisted by any department of state/central government / Local Bodies / public sector undertakings / Municipalities.

27) In case of any dispute or differences arising in implementation of bid agreement, the Court in Patna shall have jurisdiction to decide the case.



**Director  
IGIMS,PATNA**



**GENERAL TERMS AND CONDITIONS OF THE SERVICE CONTRACT**

1. The Security Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour Regulation & Abolition Act 1970), as notified by the Central Government/ Government of Bihar. with regard to the security personnel engaged by him for providing watch & ward services at IGIMS, Patna. It will be the responsibility of the Security Agency to provide details of manpower deployed by him, at IGIMS, Patna and to the Labour Department.
2. The responsive bidder who ultimately is awarded the service contract shall not deploy the security personnel of the Security Agency who is presently handling the existing service contract of the areas under consideration except with the consent of Medical Superintendent and nominated officials.
3. The security personnel deployed at IGIMS, Patna shall be the employees of the Security Agency and all statutory liabilities such as EPF (including Employer's/Employee's share of contribution/ subscription for Employees Provident Fund, Pension Fund, EDLI, Admn. Charges etc.), ESI, Workmen's Compensation as per relevant statutory Act, etc. shall be paid by the Security Agency being employer of the security personnel. The list of staff to be deployed shall be made available to IGIMS, Patna and if any change is required on part of IGIMS, Patna a fresh list of staff shall be made available by the Security Agency after each and every change. However, Institute would not propose frequent change of security personnel deployed on particular locations. The Security Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the security personnel engaged by the Security Agency at IGIMS, Patna. The Security Agency shall also provide IP number allotted by ESIC authorities to each security personnel deployed by them at IGIMS, Patna within one month after execution of this service contract to facilitate them health protection.
4. It shall be the duty of the Security Agency to get EPF code number allotted by RPFC against which the EPF subscription/ deducted from the payment of the employees engaged and equal amount of contribution from employer's should be deposited with the respective EPF authorities within 7 days of close of every month. Particulars of the employees engaged at IGIMS, Patna for watch & ward are required to be submitted to IGIMS, Patna. In case, the Security Agency fail to remit employee's/ employer's share of contribution towards EPF subscription etc. within the stipulated time frame otherwise the Director, IGIMS, Patna is entitled to recover equal sum of money from any payment due or accrue to the Security Agency under this service contract or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of security personnel engaged at IGIMS, Patna. No subscription for EDLI will be deducted from the payment of the employees under EDLI Provisions. The Security Agency shall also provide EPF number allotted by concerned authorities to each security personnel deployed by them at IGIMS, Patna within one month after execution of this service contract and will do so every month while submitting the bills.
5. The security personnel shall for the purposes of this service contract be the employees of the Security Agency who will be responsible to provide all fringe benefits viz. EPF, ESI facilities, weekly offs, uniform washing allowance etc. to them. Any security personnel of the Security Agency

deployed for IGIMS duty under this service contract will not file any legal claim under provisions of Industrial Dispute Act and Contract Labour Act against IGIMS, Patna not being employees of IGIMS, Patna.

6. The antecedents of every security staff deployed at IGIMS, Patna shall be got verified by the Security Agency from local police authority of the place where the concerned person (Security Personnel) is residing for last 5 years and an undertaking in this regard has to be submitted by the Security Agency to IGIMS, Patna and in instance of non compliance, necessary punitive measure shall be initiated by IGIMS, Patna.

7. **Payment and Biometric Attendance Systems:**

The payment of salaries to the security personnel will be mandatorily linked to IGIMS, Patna provisioned Biometric System wherever the bio-metric system is installed. The Security Agency will additionally maintain a register in which day to day deployment of personnel will be recorded..

8. In case of any dispute with the Security Agency, atleast 80% of the payment against the verified bills raised by the Security Agency shall be released by IGIMS, Patna against deposition of a bank guarantee for an equivalent amount to ensure payment of salaries of security personnel till such time the dispute is resolved. The Security Agency shall ensure that all staff deployed must have valid Bank Account and payment to be made through their accounts every month. Certified copy of payment has to submit along with bills by 15<sup>th</sup> of every month. The Security Agency shall furnish details of the Bank with valid Bank Account Numbers of each security personnel who would be deployed at IGIMS, Patna within one month of Letter of Award. The Security Agency has to give an undertaking (mutually agreed format), duly countersigned by Medical Superintendent and nominated officials regarding payment of wages as per rules and laws in force, before receiving the 2nd payment and onwards.
8. All liabilities arising out of accident or death of security personnel employed by the Security Agency while on duty shall be borne by the Security Agency as per provisions of the labour laws. Adequate supervision shall be provided to ensure optimal performance of the said watch & ward services in accordance with the prevailing assignment instructions agreed upon between the two parties (represented by authorized persons). In order to exercise effective control and supervision over the security staff of the Security Agency deployed, the supervisory staff (Security Supervisors/ Fire Supervisors) will patrol their areas of responsibility. **For the purpose of supervising the guards, Security Agency shall employ or engage one supervisor to supervise the work of not more than fifteen guards as per the Security Agencies (Regulations) Rules 2009.**
9. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Medical Superintendent and nominated Officials.
10. The Security Agency and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas for which the responsibility has been given to them by IGIMS, Patna and shall not knowingly lend to any person or company any of the effects of IGIMS, Patna under its control.
11. The personnel engaged have to be polite, courteous, disciplined and firm in dealing with staff and public. The security personnel in no condition shall accept any gratitude or reward in any shape.
12. 5% of security guards after due approval of Chairman of Security Sub-Committee could be assigned at any point of time as **“Special Security Guards”** subject to recommendation of a

Committee under Chairmanship of Medical Superintendent and nominated officials. These guards must possess demonstrable additional security skills / physical strength / special skills like karate, martial art, etc. suitable for mob control, violent situations, etc. These guards shall essentially be deployed in QRT / Emergency / Entry Gates, etc. and shall be paid additional 25% of their minimum wages (Basic +VDA) as special allowance. Their performance would be reviewed periodically by the said Committee and the "Special Security Guard" designation may be withdrawn at any time without assigning any reason.

13. The training of the security staff deployed at IGIMS, Patna shall be the responsibility of the Security Agency.
14. The security staff of the Security Agency shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Security Agency at IGIMS, Patna.
15. In the event of any damage, theft or loss of property and equipment of IGIMS, Patna including that of its staff in areas where the Security Agency's guards were deployed and there were signs of security lapse in the form of forced break-in, lock tampering, non-frisking when mandated, inadequate response, etc. the Security Agency shall be liable to pay compensation for both the financial loss and associated punitive damages that may be imposed on them by a Committee constituted by the Director, IGIMS, Patna if after a detailed enquiry, the said Committee holds the Security Agency or its deployed personnel responsible for the said lapse. The decision of the said Committee shall be binding in all aspects and Security Agency must comply with the decision within 30 days. The Security Agency will hereby submit an undertaking/ affidavit on non-judicial stamp paper of Rs.100/- duly notarized that complete security of the areas of Indira Gandhi Institute of Medical Sciences, Shikhpura, Patna-800014 premises and property as per scope of work entrusted to its control shall be ensured by our Security Agency. Our security service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. 1 Cr. (Rupees one crore). The Insurance charges under Fidelity Bond shall be paid by me/us on loss of IGIMS, Patna property on account of the theft, pilferage and any other manner if any, shall be recoverable from me/ us through Fidelity Bond.
16. The Security Agency shall do and perform all such watch & ward services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated as herein and in accordance with such directions, which the IGIMS, Patna may issue direction from time to time and which have been mutually agreed upon between the two parties.
17. The Director, IGIMS, Patna shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly Security Agency reserves the right to change the staff with prior intimation to Medical Superintendent and nominated officials.
18. The Security Agency shall be responsible for the safety and security of all property and equipment of IGIMS, Patna including that of the staff, residents and visitors.
19. The Security Agency shall not be held responsible for the damages/ sabotage caused to the property of IGIMS, Patna due to the natural disasters/ riots/ mobs attack or any such other event of force majeure, except when on investigation it is found to be initiated by its personnel.
20. The security personnel engaged by the Security Agency should turn out dressed in neat and clean uniform (including proper name badges) and polished leather shoes. The Security Agency shall provide **distinctly identifiable uniforms to Security Guards (with arms), Security Guards (without arms), Quick Response Teams, Special Security Guards, Security Supervisors, Assignment**

**Managers, Fire Supervisors, etc.** All security personnel must have “IGIMS Security” permanently & prominently embroidered/ printed on the front and back of their shirts / sweaters / jackets / raincoats and no security personnel wearing “IGIMS Security” uniform should be found on duty anywhere other than at IGIMS, Patna. Separate summer and winter uniforms must be provided by the Security Agency to all their security personnel. These uniforms must be congenial to the weather and operating conditions of the guard and in case of any complaint regarding the quality of uniform, IGIMS, Patna reserves the right to issue instructions to the Security Agency with respect to the uniform specifications. Other parameters of the uniform shall conform to the specifications in the PSARA 2005 and Delhi Private Security Agencies (Regulations) Rules 2009.

There shall be eight hours shift duty in general and the shift duty timings will be decided by IGIMS, Patna from time to time. Prolongation of the duty hours (more than 8 hrs. at a stretch) shall not be permitted in general. In exceptional cases such as any emergency like disaster, any IGIMS functions, election of unions, agitation, epidemic etc. duty hours of any security personnel may stretch more than 8 hours with the prior consent of Medical Superintendent and nominated officials subject to the condition that extra duty hours of overtime should not be exceeded 4 hours a day and 60 hours in a month. The wages of over time allowance will be calculated as per Labour laws in vogue taking into account Basic plus VDA + Service Charges + GST as applicable only.

The security personnel on duty must report well in advance of their duty timings so as to mark their attendance and collect necessary documents/ instructions so as to reach their duty position on-time. During shift change, the security personnel on duty in the previous shift shall not leave his post without handover the charge to incoming security personal. There shall be a central control room manned jointly by IGIMS, Patna and the Security Agency’s personnel. The Security Agency shall also prepare /maintain Duty Roster with breakup details of location/ area every month for deployment of security personnel in different locations/ areas and Medical Superintendent and nominated officials will ensure to verify/ check the same every month as per deployment. Deployment of security personnel shall be strictly as per the documented deployment plan approved by IGIMS, Patna from time to time. The Security Agency shall provide adequate number of relievers in each shift at their own cost to cater to the needs of security personnel deployed in various areas. In no case shall any security personnel be found missing from their post due to reasons of going for nature’s call, tea, etc. without calling for a reliever.

22. The Security Agency would also provide Salary Slip in bilingual Hindi & English to each security personnel deployed by them at IGIMS, Patna every month and the Salary Slip should display following details:
  - a. **Name of the Security Agency.**
  - b. **Name of the Employee.**
  - c. **Father’s name of the Employee**

d. **Employee Code (issued by the Security Agency) e) ESI Number of the Employee.**

e. **EPF Number of the Employee.**

f. **Wages details in all respects.**

23. The Security Agency should get medical check-up of its deployed staff at the time of their induction to ensure their fitness for the job assigned and annual medical check-ups as prescribed under PSARA (Delhi Private Security Agencies (Regulation) Rules, 2009). A record of the same shall be maintained in the personal file of the security personnel.
24. IGIMS, Patna will give basic inputs for and familiarise the security services required to be carried out by the personnel to be deployed by the Security Agency for its staff for 2 to 3 days and this period shall not be counted as on-duty.
25. **Penalties Clause:** The following penalties may be imposed on the Security Agency on the recommendations of the Director/ Medical Superintendent/ Addl. MS/ Officer In-charge Security Services. The cumulative penalties shall be compiled and forwarded by Medical Superintendent and nominated officials and the amount shall be deducted from the payment of monthly bills submitted by the Security Agency.

Offences	Penalties (In Rupees)
Security Personnel Not found displaying photo ID	Rs.100/- per instance/ personnel
Security personnel not in proper Uniform	Rs.500/- per instance/ personnel
Security Personnel indulging in smoking/ drinking/ sleeping or any other misconduct at IGIMS, Patna campuses	Rs.1000/- with removal of the offender plus statutory action/ penalty if any
Unsatisfactory Performance	Adverse written report by Director / Medical Superintendent / Addl. MS: Rs.10000/- per instance Adverse written report by any other Administrative Authority / Medical Superintendent and nominated officials. Rs.5,000/- per instance. Individual Written Complaint if substantiated by administrative authority: Rs.1000/- per instance.

Fails to execute the work as stipulated in the service contract agreement or does not meet the statutory requirements of the service contract.	a) 2.0% of cost of order/ agreement per week, up to five weeks' delays/ non-compliance of provisions laid down in Service contract Agreement.
	b) After five weeks, Director, IGIMS, Patna reserves the right to cancel the part service contract or full service contract and allot this job to the other Security Agency (s) or after following due open tendering process in which the defaulting Security Agency shall not be eligible to participate. In addition, they will be debarred from

	IGIMS, Patna for a period of 4 years during which they cannot participate in tendering process of Security Services at IGIMS, Patna. Performance Security of the defaulter Security Agency shall also be forfeited.
<b>Violence against healthcare personnel on duty if security lapse substantiated after enquiry by IGIMS, Patna.</b>	1 <sup>st</sup> instance: 1% of cumulative bill for that month 2 <sup>nd</sup> instance: 3% of cumulative bill for that month 3 <sup>rd</sup> instance: 5 % of cumulative bill for that month 4 <sup>th</sup> instance: termination of service contract.
Non-functioning or unavailability wireless handsets at posts approved by IGIMS, Patna	Rs.200/- per handset per day
Found absent from post on physical rounds/ Under deployed vis a vis approved deployment reflected in daily attendance register	<b>For security guards (without arm):</b> Rs.500/- per guard (2 - 5% shortage in a shift in a particular sub zone). Rs.1000/- per guard (more than 5% shortage in a shift in a particular sub-zone )
	<b>For all other categories of security personnel</b>
Absence of personal gears (baton, reflective jacket, whistle etc.) as detailed at point no. 60, Annexure 1	Rs.2000/- per security personal per shift Rs.200/- per instance per security personnel
Use of mobile phone/listening to music/not alert	Rs.200/- per instance per security personnel
Non-payment of wages by stipulated time frame	For the first instance: 1% of cumulative bill for that month For the second instance: 3% of cumulative bill for that month For the third instance: 5% of cumulative bill for that month Beyond three months consecutively, the service contract shall be terminated and performance bank guarantee forfeited.
Quick Response Vehicles not available at IGIMS, Patna or their location not trackable via GPS Tracking System if away on duty from IGIMS, Patna Security Control Room or their response times not being monitored appropriately or QRV not functional	Rs.10000/ - per instance
Tow-away crane not available at IGIMS, Patna as required or their location not track able via GPS Tracking System from IGIMS, Patna Security Control Room or crane not functional appropriately	Rs.5000/- per instance / crane

26. The Security Agency shall ensure the confidentiality of the business process of IGIMS, Patna including Financial, Administrative and any professional patient care or other such matters. These shall not be divulged/ leaked/ made public to any party. In such instances punitive damages as

desired by IGIMS, Patna authorities appointed by the Director, IGIMS, Patna shall be levied. This clause does not imply to matters already in public domain.

27. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Security Agency's personnel shall be directly borne by the Security Agency including all expenses/ fines. The concerned Security Agency's personnel shall attend the Court as and when required as per law.
28. The Security Agency before deployment of personnel should get approval from Medical Superintendent and nominated officials after providing: -
  - **Educational certificate**
  - **Two passport photographs**
  - **Residency proof**
  - **Discharge certificate in case of Ex-Servicemen**
  - **Police verification (as per govt. rule).**
  - **Health certificate**

These should be submitted at least seven days prior to deployment. At the time of deployment of security personnel, Security Agency will return the original documents/certificates of the security personnel after verification of the said documents/certificate. In case, any complaint is reported by any security personnel in the Institute in this regard, a fine of Rs.10,000/- would be imposed against the Security Agency in each such cases from their pending bills.

29. The Security Agency shall have his own Establishment/ Setup/ Mechanism, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the service contract.
30. **"Letter of Award/Acceptance"** means the notice issued by the IGIMS, Patna to the Security Agency communicating the date on which the work/ services under the service contract are to be commenced.
31. If, Security Agency is a partnership firm of two or more persons, all such persons shall be jointly and severally liable to IGIMS, Patna for the fulfilment of the terms of the service contract. Such persons shall either sign together or designate one of them to act as authorized signatory. The joint partnership shall not be altered without approval of IGIMS, Patna authorities. Necessary punitive measures as deemed fit by IGIMS, Patna authorities shall be initiated in such circumstance.
32. During the course of the service contract, if any security personnel belonging to Security Agencies are found to be indulging in any corrupt practices legal or criminal, causing any loss of revenue, damage to the property or reputation of IGIMS, Patna, the later shall have right to terminate the service contract forthwith and it would ensure forfeiting of Performance Security of the Security Agency.
33. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Security Agency for carrying out job of this service contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the IGIMS, Patna may, failing payment of the said money by the Security Agency, make payment of such claim on behalf of the Security Agency to the said Labour Authorities and the sums so paid shall be recoverable by the IGIMS, Patna from the

Security Agency by deduction from money due to the Security Agency or from the Performance Security.

34. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by IGIMS, Patna such money shall be deemed to be payable by the Security Agency to IGIMS, Patna within seven days. IGIMS, Patna shall be entitled to recover the amount from the Security Agency by deduction from money due to the Security Agency or from their Performance Security.
35. The Security Agency shall not engage any sub Security Agency or transfer the service contract in part or full to any other person/ entity in any manner.
36. The Security Agency shall indemnify itself and should be responsible to protect IGIMS, Patna from and against all claims, damages, losses and expenses arising out of, or resulting from the works/ services under the service contract provided by the Security Agency.
37. In accordance with the **National Skill Development Mission of the Government of India the qualifications of the security personnel (Assignment Manager, Security Supervisor, Security Guard (with arms), Security Guard (without arms) etc.) must be as per the qualification packs and National Occupation Standards (QP/NOS) of the Security Sector Skill Development Council (SSSDC) and requirements under PSARA Act, 2005 (Delhi Private Security Agencies (Regulation) Rules, 2009) wherever prescribed.** Ex-servicemen from Armed forces/ Police forces/ Paramilitary forces not less than the rank of Captain or equivalent shall be given preference for the post of Assignment Manager if found suitable. Security Supervisors & Fire Supervisors shall be preferably from Ex-servicemen category (minimum rank of Ex-JCOs or equivalent in Police/Paramilitary force) if found suitable. Fire Supervisors must have undergone resettlement course in fire fighting for not less than 3 months (ESM) or Diploma course in Fire fighting from a Government recognised Institution. The Security Agency shall provide honourable discharge proof of Ex-Servicemen and Medical Superintendent and nominated officials may get it verified on their own.
38. **The deployment of security personnel shall be subject to Security Agency submitting the following documents within 180 days of commencement of this service contract:**
  - (a) **Endorsed Police verification request for all security personnel deployed other than ESM**
  - (b) **SSSDC Certification of all security personnel deployed.**

**Thereafter no deployment shall be made for security personnel whose police verification has not been applied for and those who are not SSSDC certified. The Security Agency may maintain a reserve pool of trained personnel at its end to provision for replacements as necessary.**

39. In areas dealing with women/ patients relatives or staff the Security Agency shall ensure presence of adequate number of female security guards and female Security supervisor in designated areas in each shift or as directed by the concerned Department from time to time.
40. The Security Agency shall get all their security staff screened for visual, hearing, physical defects and contagious diseases and will provide a health certificate to this effect for each personnel deployed. IGIMS, Patna will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit security personnel shall be deployed for duty.
42. The security personnel engaged by the Security Agency shall not take part in any labour union and association activities.
43. The Security Agency shall bear all the expenses incurred on the following items i.e. provision of Cree LED torches and cells, batons / umbrellas, inverted mirrors etc. to the security staff,



stationary for writing duty charts and registers at security check points and record keeping as per requirements.

44. The Security Agency and their security staff shall not be permitted to involve themselves in any type of strike, rally, bandh or dharna held during the service contract period and in the event of any such involvement of the Security Agency and their security staff in such activities action will be taken against the Security Agency like removal of Security Agency from the list of Security Agencies/ such security staff will not be taken further on duty/ service contract will be terminated and consequential forfeiture of Bid Security/ Performance Security already deposited against the service contract.
45. The Security Agency will provide dedicated functional walkie-talkie sets to each Assignment Manager, Security Supervisors, Fire Supervisors, Special Security Guards & QRT Members. In addition, Security Agency must provide on-site at IGIMS, Patna, walkie-talkie sets equivalent to 20% of its total Security Guards deployment so that there is at least one guard equipped with a wireless set in each area as specified by IGIMS, Patna to ensure effective and timely communication between them. The Security Agency shall be responsible to purchase requisite wireless service subscription for its deployed walkie-talkie sets during the validity of the service contract. It must be ensured that the walkie-talkie handset is charged, and is present on person with the concerned security personnel at all times. The Security Agency may provide additional reserve batteries, if needed.
46. IGIMS, Patna shall not be responsible for providing residential accommodation to any of the employee of the Security Agency.
47. IGIMS, Patna shall not be under any obligation for providing employment to any of the worker of the Security Agency after expiry of the service contract. IGIMS, Patna does not recognize any employee employer relationship with any of the workers of the Security Agency.
48. If as a result of post payment audit any overpayment is detected in respect of any work done by the Security Agency or alleged to have done by the Security Agency under the tender/ service contract, IGIMS, Patna shall be entitled to recover the amount from the Security Agency by deduction from money due to the Security Agency or from their Performance Security.
49. If any underpayment is discovered, the amount shall be duly paid to the Security Agency by the IGIMS, Patna.
50. The Security Agency shall provide the copies of relevant records during the period of the service contract or otherwise even after the service contract is over whenever required by IGIMS, Patna etc.
51. The Security Agency will have to deposit the proof of depositing employer's/ employee's share of contribution towards EPF (including Employer's/Employee's share of contribution for Provident Fund, Pension Fund, EDLI, Admn. Charges etc.), ESI etc. of each employee in every month. The documentary proof of EPF, ESI contributions to concerned authorities should be submitted clearly indicating therein individual name of security personnel instead of a consolidated statement of documentary proof of EPF, ESI contributions which should be avoided. Similarly, for Goods & Service tax also documentary proof of deposits in respect of IGIMS, Patna should be submitted instead of consolidated statement of GST deposits for all the contracts/ works undertaken by the Security Agency should be avoided.
52. The Security Agency should have round the clock control room service Patna in along with quick response teams to deal with emergent situations.

53. The Security Agency shall provide the following equipment in functional condition alongwith necessary consumables / spares at all times at IGIMS, Patna:

- a) Hand Held Metal Detectors (HHMD) (2% of total deployment)
- b) Push to Talk Walkie Talkie sets & base stations / subscription as prescribed in Clause 51
- c) Inverted mirrors (10 Nos.)
- d) Rechargeable Compact PA system (atleast 10W) with body worn speaker and Neckband / Single Ear headset (5% of total deployment)
- e) Handheld / Shoulder Sling Megaphone (atleast 20W) (1% of total deployment)
- f) Commercial Pole Umbrellas for exposed guard posts where permanent shade is not provided (2% of total deployment)

In addition, the following equipment must be provided for each unit separately in addition to that mandated under PSARA for security personnel as applicable and it must be ensured that the said personnel use it appropriately

**For all Security Personnel posted in areas outside permanent buildings (outer areas):**

Mobile Phone with functional SIM card if post not provided with walkie-talkie Heavy Duty Whistle

Rain Coat with reflective stripes (to kept on standby at all times) Rain Boots (to kept on standby at all times)

Full Size Umbrella (Black) (to kept on standby at all times) Heavy Duty Baton (must during night shift)

Cree LED Flashlight (atleast 200 lumens) with holster & replacement batteries (night shift)

**For at least 50% of Security Personnel posted in night shift in indoor areas:**

Folding / Collapsing Baton with belt holder

Cree LED Flashlight (atleast 200 lumens) with belt holster & replacement batteries.

**For all Security Personnel (in all shifts) posted on traffic duty / parking duty / campus & building entry gates:**

Reflective Safety Jacket / Vest Heavy duty whistle

Colour changing Marshalling Wand/Traffic Baton with Red & Green LED lights visible during day & night (alongwith adequate reserve batteries / replacements for charging intervals)

Rain Coat with reflective stripes (to kept on standby at all times) Rain Boots (to kept on standby at all times)

Full Size Umbrella (Black) (to kept on standby at all times)

**For Security Control Room:**

High Intensity Cree LED Flashlight (at least 1000 lumens) – 05 Nos.

Yellow-Black Barricading Tape – 1000m (to be replenished as per need) First aid kit

Polycarbonate Shield – 5 Nos.

Incident Command Kit Bag with Walkie-Talkie, Mobile Phone, Megaphone, Barricading Tape, Duct Tape, Forced Entry Tools, Cutter, Notepad, Pen, Marker, Rope-20ft, Safety vest, Flasher, N-95 mask, whistle, batteries, nitrile gloves, etc.

**For Fire Control Room:**

Self Contained Breathing Apparatus with all accessories: 2 Nos. (BS EN 137 or equivalent certified)

Firefighter: Suit, Helmet, Gloves & boots – 2 sets (BS EN 469/659/15090 or equivalent certified)

Fire Rescue toolkit: Rescue Knife, 24" Crow Bar, 24" Bolt Cutter, Hack Saw, 18" Insulated Cable Cutter, Duct Tape, Insulated Gloves (BS EN 60903 or equivalent certified), Carrying Case, etc.

54. The Security Agency shall submit a detailed checklist and certificate along with each bill to the effect that the payments have been made to the employees as per approved wages, acquaintance roll and all labour laws obligations have been complied with including payment of over time allowance. In order to confirm the correctness of payment accounts to right party., the Security Agency has to submit adequate documentary proof of depositing EPF (including Employer's/Employee's share of contribution for Provident Fund, Pension Fund, EDLI, Admn. Charges etc.), ESI contributions and GST of preceding month in concerned authorities along with bills. Documentary proof of EPF, ESI contributions should be in individual name of security personnel. The Security Agency shall submit an affidavit on non-judicial stamp paper of Rs.10/- that they have deposited EPF & ESI contributions of actual numbers of personnel in concerned authorities mentioned in the bill and all the security personnel have been issued Salary Slip with full details in all respect as specified in Clause 22 for the month they claimed for the payments.

**Obligation of the Security Agency: -**

55. The Security Agency shall ensure full compliance with tax laws of India & Bihar with regard to this service contract and shall be solely responsible for the same. The Security Agency shall submit copies of acknowledgements as a proof of filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Security Agency in respect thereof, which may arise.
56. **Force Majeure:** - If at any time during the period of the service contract, either party is subject to force majeure, which can be termed as natural disasters or, 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 service contract in respect of such performance of their obligations. The obligations under the service 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 service contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or 21 days, whichever is more, either party may at its option terminate the service contract.

57. **Dispute Resolution: -**

- (a) Any dispute and or difference arising out of or relating to this service contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, IGIMS, Patna.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of the service contract, neither party shall be entitled to suspend the work /service to which the dispute relates on account of the arbitration and payment to the Security Agency shall continue to be made in terms of the service contract. Arbitration proceedings will be held at Patna only.

58. **Jurisdiction of Court:** - The courts at Patna shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

59. The Security Agency shall maintain the following records:

- (a) **Daily attendance Register**
- (b) **Guard Checking Register**
- (c) **Daily Order Register**
- (d) **Incident report Register**
- (e) **Documents related and covered by Labour Authority which must be displayed and authenticated by local labour officer.**
- (f) **Beat-Book for respective Security Guard.**

60. The Security Agency shall compliance all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like Minimum Wages, EPF, ESI etc. and Contract Labour (R&A) Act 1970 and other Labour Laws/Acts/ Rules in force by the Government from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/ or any other law applicable, by the Security Agency, there will not be any liability on part of IGIMS, Patna and appropriate action against the Security Agency will be taken under provisions of the service contract. Validity of the service contract. It must be ensured that the walkie-talkie handset is charged, and is present on person with the concerned security personnel at all times. The Security Agency may provide additional reserve batteries, if needed.

61. The Security Agency shall provide uniformed and trained personnel and use its best endeavour to provide watch & ward services to IGIMS, Patna for providing safety, monitoring and surveillance. Rates quoted are inclusive of all statutory obligations of the Security Agency under Minimum Wages Act, Contract Labour (R&A) Act, EPF Act (including Employer's/Employee's share of contribution towards EPF, EPS, EDLI, Admn. Charges etc.), ESI

contribution, uniform outfit/ washing allowances, weekly-off replacement/ relieving charges, cost of uniform of personnel deployed by the Security Agency, all kinds of taxes including GST, service charges, labour cess, surveillance equipment, vehicles etc. of the Security Agency. The quoted rates will be applicable for per shift of eight hours per person per month basis. On revision of minimum wages of security personnel for watch & ward services the prorate enhancement in service contract payment shall be made subject to the conditions that the full benefit will be fully passed on to the security personnel for releasing the payment at enhanced rates against the actual number of security personnel deployed by the Security Agency from time to time. Payment of wages for security personnel shall be based on applicable Minimum Wages (Basic plus VDA) and thereon fringe benefit under labour laws obligations and allowances, if any as per the following:

Category/ Designation	Minimum Wages (Basic plus VDA)	Applicable allowances if any (as amended & mandated by Govt. or IGIMS, Patna from time to time)	Remarks
<b>(I)- Security Supervisor</b>	<p><b>ESM:</b> The Minimum Wages (Basic plus VDA) as specified at Annexure-‘XI’ are based on revised minimum wages (Basic plus VDA) of <b>Security Supervisor</b> as per classification of cities for the purpose of fixation of minimum wages of scheduled employment in Patna for watch &amp; ward services revised with effect from 01.04.2017 in accordance with Notification No.2112/SA/MINIMUM WAGES/EMP,dated nil issued by Directorate General of Resettlement (DGR), Ministry of Defence, GOI, New Delhi.</p> <p><b>Civilian (M/F):</b>The Minimum Wages (Basic plus VDA) of Security Supervisor (Civilian) as specified at Annexure-‘XI’ are <b>1.33 times of CLC(C) notified Minimum Wages (Basic plus VDA) of Security Guard (without arms)</b> revised with effect from 01.04.2017 in accordance with Notification issued by Chief Labour Commissioner, Bihar for the notified areas.</p>	<p>*ESI @ 4.75% of Basic plus VDA <b>subject to wage ceiling upto Rs.21,000/- p.m. for entitlement as per ESI Act.</b> **EPF @ 12% plus 0.65% Admn. Charges &amp; EDLI 0.5% plus Admn. Charges Nil = Total 13.15% of Basic plus VDA <b>subject to wage ceiling upto Rs.15,000/- p.m. for calculation of share of contributions towards EPF accounts as per EPF Act.</b> Uniform outfit 5% plus washing allowance 3% = Total 8% of Basic plus VDA for ESM and total 5% of Basic plus VDA for (Civilian) (M/F)</p>	<b>Preference Would be given to ESM personnel, if found suitable</b>
<b>II)- Fire Supervisor- cum - Firemn</b>	<p><b>ESM:</b> The Minimum Wages (Basic plus VDA) of Fire Supervisor (ESM) as specified at Annexure-‘XI’ is <b>equivalent to revised minimum wages (Basic plus VDA) of Security Supervisor (ESM)</b> with effect from 01.04.2017 in accordance with Notification vide No. 2112/SA/MINIMUM</p>	<p>*ESI @ 4.75% of Basic plus VDA <b>subject to wage ceiling upto Rs.21,000/- p.m. for entitlement a per ESI Act.</b> **EPF @ 12% plus 0.65% Admn. Charges &amp; EDLI 0.5% plus Admn.</p>	<b>Preference would be given to ESM personnel, if found suitable</b>

	<p>WAGES/EMP, dated nil issued by Directorate General of Resettlement (DGR), Ministry of Defence, GOI, New Delhi for the notified areas.</p> <p><b>Civilian (M/F):</b> The Minimum Wages (Basic plus VDA) of Fire Supervisor (Civilian) as specified at Annexure-‘XI’ are <b>1.33 times of CLC(C) notified Minimum Wages (Basic plus VDA) of Security Guard (without arms)</b> revised with effect from 01.04.2017 in accordance with Notification issued by Chief Labour Commissioner, Patna for the notified areas.</p>	<p>Charges Nil= Total 13.15% of Basic plus VDA <b>subject to wage ceiling Upto Rs.15,000/- p.m. for Calculation of share of Contributions towards EPF accounts as per EPF Act.</b> Uniform outfit 5% plus washing allowance 3% = Total 8% of Basic plus VDA for ESM and total 5% of Basic plus VDA for (Civilian) (M/F)</p>	
<b>(III) Special Security Guard</b>	<p>ESM: The Minimum Wages (Basic plus VDA) of Special Security Guard (ESM) as specified at Annexure-‘XI’ is <b>equivalent to revised minimum wages (Basic plus VDA) of Security Guard (without arms)</b> with effect from 01.04.2017 in accordance with Notification vide No. 2112/SA/MINIMUM WAGES/EMP, dated nil issued by Directorate General of Resettlement (DGR), Ministry of Defence, GOI, New Delhi for the notified areas.</p> <p><b>Civilian (M/F):</b> The Minimum Wages (Basic plus VDA) of Special Security Guard (Civilian) as specified at Annexure-‘XI’ is <b>equivalent to revised minimum wages (Basic plus VDA) of Security Guard (without arms)</b> with effect from 01.04.2017 in accordance with Notification vide issued by Chief Labour Commissioner, Patna for the notified areas.</p>	<p>*ESI @ 4.75% of Basic plus VDA+ Special Allowance <b>subject to wage ceiling upto Rs.21,000/- p.m. for entitlement as per ESI Act.</b> **EPF @ 12% plus 0.65% Admn. Charges &amp; EDLI 0.5% plus Admn. Charges Nil = Total 13.15% of Basic plus VDA+ Special Allowance <b>subject to wage ceiling upto Rs.15,000/- p.m. for calculation of share of Contributions towards EPF accounts as per EPF Act.</b> Uniform outfit 5% plus washing allowance 3% = Total 8% of Basic plus VDA for ESM and total 5% of Basic plus VDA for (Civilian) (M/F)</p>	<b>Additional 25% of Basic Plus VDA Would be given as a Special Allowance</b>
<b>(IV)- Security Guard (with arms)</b>	<p>ESM: The Minimum Wages (Basic plus VDA) as specified at Annexure-‘XI’ are based on revised minimum wages (Basic plus VDA) of <b>Security Guard (with arms)</b> as per classification of cities for the purpose of fixation of minimum wages of scheduled employment in Patna for watch &amp; ward</p>	<p>ESI @ 4.75% of Basic plus VDA <b>subject to wage ceiling upto Rs.21,000/- p.m. for entitlement as per ESI Act.</b> **EPF @ 12% plus 0.65%</p>	

	<p>services with effect from 01.04.2017 in accordance with Notification No. 2112/SA/MINIMUM WAGES/EMP, dated nil issued by Directorate General of Resettlement (DGR), Ministry of Defence, GOI, New Delhi.</p> <p><b>Civilian (M/F):</b>The Minimum Wages (Basic plus VDA) as specified at Annexure-‘XI’ are based on revised minimum wages (Basic plus VDA) of <b>Security Guard (with arms)</b> as per classification of cities for the purpose of fixation of minimum wages of Patna for watch &amp; ward services with effect from 01.04.2017 in accordance with Notification issued by Chief Labour Commissioner, Patna.</p>	<p>Admn. Charges &amp; EDLI 0.5% plus Admn. Charges Nil = Total 13.15% of Basic plus VDA</p> <p><b>subject to wage ceiling upto Rs.15,000/- p.m. for calculation of share of contributions towards EPF accounts as per EPF Act.</b></p> <p>Uniform outfit 5% plus washing allowance 3% = Total 8% of Basic plus VDA for ESM and total 5% of Basic plus VDA for (Civilian) (M/F)</p>	
<b>(V)- Security Guard (Without arms)</b>	<p><b>ESM:</b></p> <p>The Minimum Wages (Basic plus VDA) as specified at Annexure-‘XI’ are based on revised minimum wages (Basic plus VDA) of <b>Security Guard (without arms)</b> as per classification of cities for the purpose of fixation of minimum wages of scheduled employment in Patna for watch &amp; ward services with effect from 01.04.2017 in accordance with Notification No. 2112/SA/MINIMUM WAGES/EMP, dated nil issued by Directorate General of Resettlement (DGR), Ministry of Defence, GOI, New Delhi.</p> <p><b>Civilian (M/F):</b>The Minimum Wages (Basic plus VDA) as specified at Annexure-‘XI’ are based on revised minimum wages (Basic plus VDA) of <b>Security Guard (without arms)</b> as per classification of cities for the purpose of fixation of minimum wages of scheduled employment in Patna for watch &amp; ward services with effect from 01.04.2017 in accordance with Notification issued by Chief Labour Commissioner, Patna.</p>	<p>ESI @ 4.75% of Basic plus VDA</p> <p><b>subject to wage ceiling upto Rs.21,000/- p.m. for entitlement as per ESI Act.</b></p> <p>**EPF @ 12% plus 0.65% Admn. Charges &amp; EDLI 0.5% plus Admn. Charges Nil = Total 13.15% of Basic plus VDA</p> <p><b>subject to wage ceiling upto Rs.15,000/- p.m. for calculation of share of contributions towards EPF accounts as per EPF Act.</b></p> <p>Uniform outfit 5% plus washing allowance 3% = Total 8% of Basic plus VDA for ESM and total 5% of Basic plus VDA for (Civilian) M/F)</p>	

### **TECHNICAL Bid Parameters(Cover –I)**

(Bidders are to fill–up the technical parameters below and adduced the evidence/supporting papers with the bid document)

Sl. No	Parameters	Bidders' response
1)	Name of participating agency/firm	
2)	Legal status of Agency	
3)	Empanelment Registration no in DGR Ministry of Defence with year of registration and list of ex-servicemen indicating the rank/post prior to retirement.	
4)	Full address of Registered office of agency	
5)	Name of Proprietor / Director with full address	
6)	Contact person(s) name with mobile/phone numbers	
7)	PAN / GIR / TAN No. (attach the photocopy)	
8)	GST Registration details (attach the photocopy)	
9)	EPF Registration details (attach the photocopy)	
10)	ESIC Registration details (attach the photocopy)	
11)	Allahabad Bank account (attach the photocopy)	
12)	License details from Labour Resource Department and from Commercial Department.	
13)	Annual turnover of agency/firm for the last five years during 2012-13 to 2016-17.	
14)	<b>Work experience:</b> Name of the organisation where bidder has successfully completed at least one similar works of value not less than Rs. 3.00 cr. (valid evidences be submitted)	
15)	EMD details	
16)	Bid fee details	
17)	Registration number of Agency under Bihar Private Security Act	
18)	Affidavit over no case/enquiry/investigation pending in police/govt. organisation/ courts etc.	

**Date:**

**Place:**

**(Signature of authorised person)**

**Name and seal:**



## FINANCIAL BID (COVER-II)

Having Examined the Tender Documents, we the undersigned offer to quote the service charge towards the engagement of security personnel on outsource basis under the categories mentioned in the Bid Documents. We are interested to participate for which an amount of...../-(Rupees.....) only as EMD in favour of IGIMS, Sheikhpura, Patna is deposited vide DD No..... dated-----

Sl.No	Type of services required.	Bidders' quoted Numbers	Qualification and experience	wages per month (in Rupee)	Agency bid for service charges on wages at column (5)	
(1)	(2)	(3)	(4)	(5)	(6) In %	(6) In Rs.
1.	Special Security Guard		Ex-Service Man who had worked with DGR below 55 yrs or below	As per <u>DGR</u> <u>Rs 18000</u>		
2.	Supervisors		10+2 from recognised State/Central Board; three years' experience.	Rs. 18000		
3.	Gunmen		10+2 from recognised State/Central Board	Rs.16000		
4.	Security Guard		10 <sup>th</sup> pass from recognised State/Central Board	Rs.15000		
5.	Fire Supervisor-cum-Fire man		Diploma in Fire Security. Degree holder may also be considered.	Rs. 22000		

\*Number of deployed security personnel may increase as per requirement.

Wages is applicable for ex-servicemen staff only; for non-ex-servicemen Minimum Wages for unskilled labour as per rate under Labour Resource Department of Bihar Government will be applicable vide sub-Para 11 of 7 General Terms and conditions. Bidder has to fill up only Service charges

L-1 in the Bid quotation shall be decided based on the average of the consolidated type of services charges in column (6) but payment of service charge shall be as per quoted rate against individual post or type of services by the bidder.

**Date:**

**Place:**

**(Signature of authorised person)**

**Name and seal:**

## Performa of Performance Bank Guarantee

In consideration of the Director Indira Gandhi Institute of Medical Sciences, Patna(hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between IGIMS, PATNA and ..... (hereinafter called "the said contractor(s) for the work of Contract Housekeeping Services (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees... ..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We... ..... (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).

2. We ..... do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the IGIMS, PATNA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs. .... (Rupees. .... )

3. We, the said Bank, further undertake to pay to the IGIMS, PATNA any money so demanded not with standing any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We... ..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IGIMS, PATNA under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative Officer, IGIMS Patna on behalf of the IGIMS, PATNA, certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We... ..... further agree with the IGIMS, PATNA that the IGIMS, PATNA (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGIMS, PATNA against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the IGIMS, PATNA or any indulgence by the IGIMS, PATNA to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We... .. lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IGIMS, PATNA in writing.

8. This guarantee shall be valid up to ..... unless extended on demand by the IGIMS, PATNA Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....

(Rupees... .. Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the .....day of ..... for ... (indicate the name of the Bank).

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