



# **INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,**

**SHEIKHPURA, PATNA-14.**

**(AN AUTONOMOUS INSTITUTE OF GOVT. OF BIHAR)**

**IGIMS Medical College; IGIMS Nursing College**

Tel: 0612-2297631, 2297099 Fax: 0612-2297225; Website: [www.igims.org](http://www.igims.org)

[Email-director@igims.org](mailto:Email-director@igims.org).

**Tender Notice No. 04 / IGIMS / Security / Adm. / 2013**

## **TENDER NOTICE FOR SECURITY SERVICES**

Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna, invites tenders in sealed cover under separate two-bid system (Technical and Financial Bid) from reputed and experienced and eligible agencies for providing Round the clock Security Services at IGIMS, Patna.

Last date for submission of completed tender- 28.10.2013 till 4.00 PM through registered/ speed posts/ courier only.

Date for opening of Technical bid – 31.10.2013 at 11.00 AM in the office chamber of Director, IGIMS, Patna.

Date for opening of Financial Bid of technically suitable bids-06.11.2013 at 11.00 AM in the office chamber of Director, IGIMS, Patna.

The tender document containing eligibility criteria, scope of work, terms & conditions prescribed proforma and draft agreement can be seen and downloaded from Institute website [www.igims.org](http://www.igims.org).

**Sd/  
Director  
IGIMS, Patna.**

## **GENERAL :-**

- 1.1. The present tender is being invited for security services under which the Agency shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipments, materials and staff working in IGIMS, Patna (name of the Department), monitoring and surveillance of the premises.

## **2. ELIGIBLE BIDDERS:**

- 2.1. All Security agencies who are providing similar kind of services for at least last three consecutive years and having annual turnover of the company not less than Rs. One Hundred Crore during the last three financial years in the books of accounts. (attach proof) They also must be registered with appropriate authority under the appropriate Law applicable for this work.
- 2.2. The bidder should have minimum three running contract of similar works in the Govt. Department/Autonomous Institutions/ Universities/Public sector Undertakings of the Government of India or Government of Bihar in a Hospital/Institute. (Attach proof) with minimum 100 security manpower.
- 2.3. Not blacklisted anywhere in India (affidavit to be attached).
- 2.4. The Bidder must be registered under Bihar Private security Act. 2011. (Attach Proof)
- 2.5. The Bidder should have Training centers in Patna. (Attach Proof.)
- 2.6. Running single Contract of Minimum 30 Lacks per Annum. (Attach Proof.)

## **3. QUALIFICATION OF THE BIDDERS:**

- 3.1
  - (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint Venture/ Consortium/Partnership and in case of company its memorandum and Articles of association.
  - (b) Nomination of one of the members of the partnership, consortium or joint venture and Director of the company to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/ joint venture/partnership firm/company.
  - (c) Details of the intended participation by each member shall be furnished with complete detail of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.2 The Bidder shall submit full detail of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.3 Bidder or members of a partnership, joint venture or consortium or company shall submit a copy of PAN card No. under the Income Tax Act.

- 3.4 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender
- 3.5 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middlemen or any intermediary has been or will be, engaged to provide any services, or any other item or work related to the award and performance of the contract.
4. **ONE BID PER BIDDER:**
- Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
5. **COST OF BID:**
- (a) Rs. 2500/- (Two thousand five hundred) only (non refundable in the form of demand draft in favour of Director, IGIMS, Patna), payable at Patna.
- (b) The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- (c)
6. **VISIT TO INSTITUTE (I.G.I.M.S.):**
- The bidder is required to provide securities services to this Institute and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the Agency has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents.
7. **TENDER DOCUMENTS:**
- 7.1 Contents of Tender Documents.
- 7.11 The tender invitation document has been prepared for the purpose of inviting tenders for providing security services. the tender documents comprises .
- (a) Notice Inviting of Tender
- (b) Technical Bid
- (c) Terms and Conditions
- (d) Tender form for providing security services (Annexure-I)
- (e) Scope of work (Annexure-II)
- (f) Method of award of work (Annexure-III)
- (g) Check list for Pre-qualification Bid (Annexure-IV)

- (h) Check list for Technical Evaluation (Annexure-V)
- (i) Undertaking (Annexure-VI)
- (j) Financial Bid for security services (Annexure-VII)

7.1.2 The Bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's Risk and may result in rejection of his bid.

7.1.3 The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

## 7.2 **CLARIFICATION OF TENDER DOCUMENT**

The Bidder shall check the pages of all documents against page number given in indexes and in the event of discovery of any discrepancy or missing pages the bidder shall inform the office of the Director (concerned section of the Institute)

## 8. **PREPARATION OF BIDS**

### 8.1 **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 or interpretation.

### 8.2 Documents Comprising the bid

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.3 The Bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender. (Tender for security services at IGIMS, Patna)

8.2.4 One copy of the Tender document and Addenda, if any thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.5 The Agency shall deposit bid security (Earnest Money Deposit) for an amount of Rs. 50,000/- (Rupees Fifty Thousand) only in the form of Account Payee DD, in favour of Director, IGIMS, Patna payable at Patna along with the tender document. The Bid security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned on 30<sup>th</sup> days after the award of the contract.

8.2.6 These shall be addressed to the Director, IGIMS, Patna and sent to the office of Director, IGIMS, Patna along with Technical and Financial bid by the registered post/speed posts, courier only.

8.2.6.1 **BID PRICES:**

8.2.7 Bidder shall quote the rates in Indian Rupees for the entire contract on a single responsibility basis such that the Tender price covers Agency's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at Director, IGIMS, (name of the Office). This includes all the liabilities of the Agency such as cost of uniform and identity cards of personnel deployed by the Agency and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the Agency.

8.2.8 The rate and prices quoted by the Bidder shall be inclusive of service tax.

8.2.9 Conditional bids/ offers will be summarily rejected.

8.3 **FORM OF BID:**

The form of bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the form of bid shall be signed by a duly authorized representative of each member of participant thereof, signatures on the form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.4 **DURATION OF CONTRACT**

The contract may be initially for one year and the Institute reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further one year.

8.5 **BID SECURITY**

8.5.1 The Agency shall deposit Bid security (Earnest Money deposit) for an amount of Rs. 50,000/- (Rs. Fifty Thousand) only in the form of Account Payee DD in favour of Director, IGIMS, Patna, payable at Patna along with the tender document.

8.5.2 Any Tender not accompanied by Bid security shall be rejected.

8.5.3 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 30<sup>th</sup> day after the award of the contract.

8.5.4 Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.5.5 Bid security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame specified by the Institute.

9. **SUBMISSION OF BIDS:**

9.1 The bidder shall submit the Technical bid in a separate sealed cover and the Financial bid in another sealed cover duly super scribed and all these two sealed cover are to be put in a bigger cover which should also be sealed and duly super scribed.

9.1.2 The technical bid should consist of the following documents:

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs. 50,000/- in the form of Account payee DD in favour of Director, IGIMS, Patna, payable at Patna.
- (b) Self attested one recent passport size photograph of the authorized person(s) of the firm/Agency/company with name designation office/ residential address and office telephone No. whether the bidder is a sole proprietor/ partnership firm/company, name address and telephone number of Director/ Partners also;
- (c) Self attested copy of PAN card under Income Tax Act.
- (d) Self attested copies of service Tax Registration number.
- (e) Self attested copies of valid Registration number of the Agency/Firm/and in the case of company; certificate of corporation.
- (f) Self attested copy of valid provident fund registration number.
- (g) Self attested copy of valid ESI Registration number
- (h) Self attested copy of valid License and number under contract labour Act and under any other act/rule.
- (i) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-para-military personnel if required.
- (j) Proof of Average Annual turnover as stated in clause 2.1 supported by audited balance sheet/Profit & Loss Account.
- (k) Proof of experience as stated in clause 2.2 supported by document from the concerned organisations and
- (l) Duly filled and signed Annexure IV, V and VI
- (m) Self attested Registration copy of Bihar Private Security Act 2011. (Bidders whose application for registration under Bihar Private security act 2011 has been accepted by the competent authority shall also be deemed eligible but if selected, they shall have to get registered with the authority.

9.1.3 The sealed cover of Financial Bid should contain Annexure-VII i.e. Financial Bid in original and a duplicate copy of the same in two separate envelopes duly filled in figure and words.

9.1.4 All the sealed cover shall be addressed to The Director, IGIMS, Sheikhpura, Patna-14 and sent through Speed post/ Registered Post/ Courier

only.

9.2 **LATE AND DELAYED TENDER:**

9.2.3 Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the NIT. The department may, as its discretion, extended the deadline for submission of bids in which case all rights and obligations of the department and the bidder will be the same.

9.2.4 Any bid received by the Institute after the deadline for submission of bids, as stipulated above shall not be considered.

10.1 **BID OPENING AND EVALUATION:**

10.1.1. The authorized representative of the Institute will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2 The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions may be rejected subject to decision of the Director (Competent authority) in this regard.

10.1.3 Conditional bids will also be summarily rejected.

10.1.4 Financial bids of only the technically qualified bidders will be opened for evaluation.

10.2 **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

10.2.1 The Director, IGIMS, Patna is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2 The Director, IGIMS, Patna may terminate the Agency if it is found that Agency is blacklisted on previous occasions by the any of the departments/Institution/Local bodies/ Public sector undertakings/ Municipalities etc.

10.2.3 The Director, IGIMS, Patna may terminate the contract in the event the successful bidders fails to furnish the performance security or fails to execute the agreement or does not get registered with Bihar Private Security Act.2011.

11.1. **AWARD OF CONTRACT:**

11.1.1 The Director, IGIMS, Patna will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms

and conditions incorporated in the bidding document.

11.1.2 The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of letter of Intent (L-01)

12.1 **SECURITY DEPOSIT**

Selected agency shall have to deposit Rupees 1,00,000 (One lakh) before the award of work and signing of the agreement in the form of Account Payee DD or Bank Guarantee from a Nationalised Bank in favour of Director, IGIMS, Patna.



## **TERMS AND CONDITIONS OF THE CONTRACT**

1. The Security personnel provided shall be the employees of the Agency and all statutory liabilities will be borne by the Agency such as liabilities under ESI, PF, Workmen's Compensation Act, etc. The list of staff along with their photograph and full address going to be deployed shall be made available to the Institute and if any change is required on part of the department fresh list of staff shall be made available by the agency after each and every change.
2. The 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), EPF etc. with regard to the security personnel engaged by him for works. It will be the sole responsibility of the Agency to provide details of manpower deployed by him in the Institute.
3. As far as EPF is concerned, it shall be the duty of the Agency to get PF code number allotted by the RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employee's amount of contribution should be deposited with the respective PF authorities within 7 days of the close of every month. Giving particulars of the employees engaged for the Institute works, is required to be submitted to the Institute. In any eventuality, if the Agency failed to remit employee/employers contribution towards PF subscription etc. within the stipulated time department is entitled to recover the equal amount from any money due or accrue to the Agency under this agreement or any other contract and remit the same to the RPFC with an advice to PRFC, duly furnishing particulars of personnel engaged for the Institute.
4. 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.
5. The Agency will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Institute. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown, the contract has to give an undertaking (on the format), duly countersigned by the concerned official of the Institute regarding payment of wages as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the Agency.

7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Agency deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Institute officials.
9. Agency and its staff take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the assets of the Institute under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The Agency shall have his own Establishment/set up/mechanism/training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-servicemen/Ex-Para Military Forces/ Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Agency the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Agency.
13. That in the event of any loss caused to the Institute, as a result of any lapse on the part of the Agency which will be established after an enquiry conducted by the Institute, the said loss can be claimed from the Agency up to the value of the loss. The decision of the Director of the Institute will be final and binding on the agency.
14. The Agency shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Institute may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to the department.
16. The Agency shall be responsible to maintain all property and equipment of the Institute entrusted to it.

17. The Security Guard who possesses Guns i.e. Gunman must possess valid Arms License.
18. In the event of any theft, burglary, pilferage or damage/ sabotage to the materials, the security 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. If the value of the materials is not covered by the pending bills of the security Agency, security agency shall be liable for the payment of such values, and he institute shall have the right to recover the same from other sources pertaining to security agency.
19. The Agency will deploy supervisors as per the need given by the Institute. The supervisor shall be required to work as per the instructions of Institute.
20. The personnel engaged by the Agency shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs. 500/- on each occasions and habitual offenders in this regard shall be removed from the Institute. The penalty on this account shall be deducted from the Agency's bill.
21. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/patients/Attendants and should project an image of utmost discipline. The department shall have right to have any person moved in case of patient/staff complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.
22. The eight hours shift generally will be from 0600hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Institute for double duty, if any.
23. The personnel will have to report to the Institute's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instruments and to complete all other required formalities as approved by the Institute.
24. The 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 regards to the personnel engaged by the Agency for the Institute.

25.

- (a) The Payment would be made by the 10<sup>th</sup> day of the next month for the previous (Preceding) month based on the actual shift manned/operated by the personnel supplied by the Agency and based on the documentary proof jointly signed by the representative of the Institute and the Agency/his representative/personnel authorized by his. No other claim on whatever account shall be entertained by the Institute. All payment to the security agency shall be made by Account Payee cheque drawn on Allahabad Bank, Patna or any other Nationalized Bank at the discretion of the Institute.
- (b) Delay in payment of their bills shall not be a ground for the security agency to rescind the contract or refuse to perform the duties/responsibilities under the contract.
- (c) IGIMS is not liable to pay any interest or compensation on any amount due to delay, if any, in payment of bills or other dues of the security agency.
- (d) Agency will have to submit the certified photocopies of challan, pay roll and photocopies of cheques of payment made to the security personnel as proof of the payment of wages & contributions.

26. Any damage or loss caused by agencies persons to the department in whatever form would be recovered from the agency.

27. The department will give basic training/familiarization of the security and door keeping services required to be done by the personnel to be deployed by the agency under the contract for 2 to 3 days and this period will not be counted as shift manned by agencies personnel for the purpose of payment under the contract.

28.

- (a) In case any of agency personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the department and the same shall be deducted from the Agency's bills.
- (b) In case any of agency personnel deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in (a) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehaviour of agency personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from agency bill. Further the concerned agency personnel shall be removed from the Institute immediately.

- a. In case the agency fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:-
    - i. 20% of value of order/agreement per week, upto four week's delays.
    - ii. After four weeks delay Institute reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other agency (s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such agency). The difference if any will be recovered from the defaulter agency and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
29. The Agency shall ensure that it]s personnel shall not at any time, without the consent of the department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose any information about the affairs of Institute. This clause does not apply to the information, which becomes public knowledge.
30. Any liability arising out of any litigation (including those in consumer courts) due to any act of agency personnel shall be directly borne by the agency including all expenses/ fines. The concerned agency personnel shall attend the court as and when required.
31. The Agency shall deploy his personnel only after obtaining the Institute Administration approval duly submitting curriculum vitae (CV) of these personnel, the Institute shall be informed at least one week in advance and agency shall be required to obtain the Institute Administration's approval for all such changes along with their CVs. It will be an inescapable responsibility of the agency to get the Police verification done as regards each and every staff employed by him before deployment.

## **32. FORCE MAJEURE**

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

delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

33. The Agency shall have his own Establishment/ Setup/ Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
34. **“NOTICE TO PROCEED”** means the notice issued by the Institute to the agency communicating the date on which the work/services under the contract are to be commenced.
35. If the Agency is a joint venture/consortium/group/partnership of two or more persons and a company all such persons shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/ consortium/ group/partnership /company shall not be altered without the approval of the Institute.
36. The contract period is Twelve months from the date of the commencement (as mentioned in Notice to proceed).
37. During the course of contract, if any second party’s personnel is found to be indulging in any corrupt practices causing any loss of revenue to the Institute Administration shall be entitled to terminate the contract forthwith duly forfeiting the second party’s Performance Guarantee.
38. In the event of default being made in the payment of any money in respect of wages of any person deployed by the agency for carrying out of this 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 Institute may, failing payment of the said money by the Agency, make payment of such claim on behalf of the Agency to the said Labour Authorities and any sum so paid shall be recoverable by the department from the Agency.
39. If any money shall, as the result of any instruction from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the second party to the Institute within seven days. The Institute shall be entitled to recover the amount from the agency by deduction from money due to the agency or from the Performance Security.
40. The Agency shall not engage any such sub Agency or transfer the contract to any other person in any manner.
41. The Agency shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/ services under the contract provided by the Agency.

42. The Bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act. 1970 and registered with the authorities under Bihar Private security Act. 2011 and or PSARA 2005.
43. The Agency shall not employ any person below the age of 18 yrs. And above the age of 50 yrs. Manpower so engaged shall be trained for providing security services and fire fighting services before joining.
44. The Agency shall employ at least 33% manpower from the category of Ex-Servicemen not above the age of 50 years. The agency shall provide proof of Ex-Servicemen and Institute shall get it verified on its own. Security staff other than ex-servicemen shall be minimum 8<sup>th</sup> pass and having training of minimum thirty days duration for providing security and fire fighting services.
45. The Agency shall ensure to provide at least one female security guard in each shift in Emergency and Paediatrics/ Gynaecology wards of Hospitals. If required by the Institute.
46. The Agency shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will submit a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
47. Security staff engaged by the agency shall not take part in any staff union and association activities.
48. The Agency shall bear all the expenses incurred on the following items i.g. Provision of torches and cells, lathis/ ballams and other implements to security staff, stationery for writing duty charts and registers at security check points and records keeping as per requirements.
49. Agency will provide walkie-talkie to each supervisor and to the security guards to the extent required, to ensure effective timely communication between them.
50. The Institute shall not be responsible for providing residential accommodation to any of the employee of the agency.
51. The Institute shall not be under any obligation for providing employment to any of the worker of the agency after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the Agency.
52. If as a result of post payment audit if any over payment is detected in respect of any work done by the agency or alleged to have done by the agency under the contract it shall be recovered by the Institute from the agency

53. If any underpayment is discovered, the amount shall be duly paid to the 2<sup>nd</sup> party by the Institute.
54. The Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Institute.
55. The contract will have to deposit the proof of depositing employee's contribution towards PF/ ESI etc. of each employee in every 3 months.
56. The Agency shall disburse the wages to its staff deployed in the Institute every month through ECS or by Cheque in the presence of representative of the Institute.
57. The Agency should have round the clock control room service in Patna along with quick response teams to deal with emergent situations.
58. The Institute administration (competent authority) reserves the right to award the work to more than one bidder by dividing the work at the approved rate.

#### **OBLIGATION OF THE AGENCY**

59. The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgements evidencing filing of returns every year and will keep the first party fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

#### 60. **DISPUTE RESOLUTION**

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties.

#### 61. **JURISDICTION OF COURT**

The Patna court shall have the exclusive jurisdiction to try all disputes, if any, arising out of this contract between the parties.

#### 62. **TERMINATION OF CONTRACT**

The Institute shall have the right to terminate the contract at any time during the currency of contract by giving 30 days notice in writing, if any of the terms/ conditions of the contract and agreement thereafter is violated by the security agency and if the work of the agency personnel /Guard is not found satisfactory



63. **WITHDRAWAL OF SERVICES BY THE SECURITY AGENCY.**

The Security agency, if wants to withdraw it services due to any reason, shall have to give a minimum 60 days prior Notice to the Institute Administration in writing otherwise their security deposit will forfeited and other actions as deemed fit shall be taken by the Institute against the agency.

64. The Security agency shall also assist the management to liaison with the police authorities on matters concerning lodging FIR, investigation inquiry etc. They will lodge FIR on behalf of the Institute as and when instructed.

65. **SECURITY DEPOSIT:-**

The Security agency will have to deposit a sum of Rs one lakh as security money in the form of account payee DD or Bank Guarantee which will be refundable without interest on the completion termination of contract .The security money can be forfeited wholly or partly on breach of contract or in case of loss or damages to the institute.

Sd/-

DIRECTOR  
IGIMS, PATNA.

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA,**

**PATNA-14.**

(AN AUTONOMOUS INSTITUTE OF GOVT. OF BIHAR)

**TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Cost of Tender : Rs.....
2. Due date for submission of Tender : .....
3. Opening date of Tender : .....
4. Names, address of Firm/  
Agency /Company & Telephone No. : .....
5. Registration No. of the Firm/Agency/Company.....  
with Bihar Pvt. Security Act.2011.
6. Name, Designation, Address and : .....
- Telephone No. of authorized person  
of Firm/Agency/Company to deal with.
7. Please specify as to whether : .....
- Tenderer is sole proprietor.  
Partnership firm/Company. Name &  
Address and telephone No. of Owner/Directors/  
Partners should specify.
8. Copy of PAN card issued by : .....
- Income tax department and  
copy of previous financial years  
Income tax return.
9. Provident Fund Account No. : .....
10. ESI Number : .....
11. License Number under contract : .....
- Labour Act.
12. Details of Bids Security Deposited : .....
- a. Amount
- b. DD No. in favour of
13. Any other information : .....
14. Declaration by the bidder : .....
15. Proof of Registration under Bihar : .....
- Pvt. Security Act.2011. (self attested)

Affix duly attested  
P.P. size recent  
photograph of the  
prospective bidder.

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

(Signature of the Bidder)  
Name and Address (with seal)

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA,**  
**PATNA-14.**  
**(AN AUTONOMOUS INSTITUTE OF GOVT. OF BIHAR)**

**SCOPE OF WORK OF THE AGENCY**

The Agency shall have to provide the security services in the IGIMS. The Agency shall ensure protection of the personnel & property of the Institute, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrolling on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the IGIMS building.

**DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

1. The Security Supervisor will be responsible for overall security arrangement of the concerned area of Institute premises covered in the contract.
2. Security Supervisor will ensure that all the instructions of the Institute's administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter into the building without proper Gate Pass issued by the authorized officer of the Institute.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Institute will keep the identity card with them for checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunman/Security Supervisors will be as per the instructions of the authorities of the department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sunday will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Institute.
9. Security personnel shall also ensure door keeping duties.

10. The Guards on duty will also take care of vehicle, scooters/ motor cycles/bicycles parked in the parking sites located within the premises of the Institute.
11. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Guard/Supervisors should be sensitized for their role in such situation.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
17. The Security Guards on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the Institute authority may be incorporated in the agreement. The same shall also be binding on the Agency.

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA,  
PATNA-14.**

**EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS.**

Scoring of ten marks will be based on Annual Turnover, Manpower on roll, experience of running sanitation/housekeeping services, volume of work performed in preceding years, trained sanitation/ Hygiene supervisory staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the Contract (The concerned authority may fix the marks accordingly)

The firm/agency/company which has secured seven out of ten marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical Evaluation.

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA,  
PATNA-14.****CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

Sl.No.	Documents asked for	Page number at which document is placed
01	Bid Security (EMD) of Rs..... (Rupees in words) in the form of DD issued by any scheduled commercial Bank in favour of Director, IGIMS, Patna.	
02	On self attested recent passport size photograph of the authorized person of the firm/agency/company, with name, designation and address and office telephone numbers. If the bidder is a company/ partnership/ firm, name, designation, address and officer telephone numbers of Directors/Partners also.	
03	Undertaking on a Stamp paper of Rs. 100/-(Rupees hundred) only as per format prescribed in Annexure-VI.	
04	Self-attested copy of the PAN card issued by the Income Tax department with copy of Income-Tax return of the last financial year.	
05	Self attested copy of Service Tax Registration No.	
06	Self attested copy of valid registration number of the firm/agency/company.	
07	Self attested copy of valid Provident Fund registration number.	
08	Self attested copy of valid ESI Registration No.	
09	Self attested copy of valid License No. under Contract Labour Act.1970.	
10	Proof of valid DF sponsorship or proof of being run by an Ex-Serviceman/Ex-Paramilitary man (as applicable)	
11	Proof of experience of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
12	Annual returns of previous three years supported by audited Balance Sheet/Profit & Loss Account (clause 2.1 of NIT)	
13	Self attested copy of registration with Bihar Private Security Service Act. 2011	
14	Any other documents, it required.	

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA,  
PATNA-14.

## CHECK LIST FOR TECHNICAL EVALUATION.

Sk.No.	Information to be provided	To be filled by the Bidder	For office use
01	Annual Turnover (Rs. in Lakhs)		
02	Manpower on roll		
03	Experience of running security services (in years)		
04	Volume of work done during last three financial years as specified in clause 2.2 of the NIT		
05	Single work of more than Rs..... during last three years.		
06	No. of trainers of the rank of commissioned officers of Military/ equivalent rank of Para-military/ Police.		
07	No. of Supervisory staff and trained civilian/ Ex-Military/ Ex-paramilitary personnel.		
08	Training set-up (No. of Trainers) (a) Part –Time (b) Full-Time (c) Below JCO Rank (d) Above JCO Rank		
09	No. of Supervisory Field staff		
10	ISO Certification of the firm (Yes/No.)		

**ANNEXURE-VI**

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA,**  
**PATNA-14.**

**UNDERTAKING**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Designation and Name of the concerned Authority)

Name of the Firm/Agency/Company\_\_\_\_\_

Particulars of the tender : \_\_\_\_\_ Due date:\_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Govt. from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 33% security guards amongst the category of Ex-Serviceman and all other will be trained security Guards.
5. I/We do hereby undertake that complete security of the Institute premises shall be ensured by our security personnel, as well as any other point considered by the authority concerned. Our security service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. \_\_\_\_\_-Lakhs (Rupees in words). The Insurance charges for fidelity bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of Bidder)  
Name and Address of the Bidder  
Telephone No.



**ANNEXURE-VII**

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA,**  
**PATNA-14.**

FINANCIAL BID FOR SECURITY SURVICES

S.N.	Designation	Rate per personal per month for 8 hours duty per day	Cost of other statutory obligations and or any other cost	Service Tax	Total Amount
01	Security Guard				
02	Gunman				
03	Security Supervisor				
04	Fire Officer				
05	Personal Security officer				

NOTE:

1. The Security Guard will be considered under the Semi-skilled category. Agency shall provide uniformed and trained personnel and use its best endeavour to provide security services to the department for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contract under Minimum Wages Act, Weekly-off replacement charges and all kinds of taxes, service charges etc. of the agency.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract is for one years.
4. The number of manpower required shown above is indicative and the actual quantity may vary.
5. The bidders shall quote the rates in Indian Rupees.

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