

# Nalanda Medical College, Patna

(NIT) Reference No: 1299

Dated- 03.05.2021

## Private Security Agencies (PSA)


### Tender Notice for Selection of Private Security Agency (PSA) for providing Services of Security guards ( Armed & un-armed) in Nalanda Medical College, Patna.

1. The Nalanda Medical College, Patna in the state of Bihar, intends to select a single agency having sufficient experience and expertise in providing security services, for providing services of security guard(s) (Armed & un-armed) in the Nalanda Medical College, Patna for a period of 1 year and invites bids from eligible legal entities in providing the services as mentioned in the tender document.
2. The interested & qualified agencies, may download the tender document(s), from the Website [www.nmch.org](http://www.nmch.org), of Nalanda Medical College, Patna and may submit "tender documents along with a brief profile, mentioning technical and financial details, and other related documents, as per the terms and conditions mentioned in this tender, in a sealed envelope clearly super scribed as "Tender Notice for selection of Private Security Agencies (PSA) for providing services of security guard(s) (Armed & un-armed) in Nalanda Medical College, Patna in the state of Bihar", by speed post/registered post (Courier or by hand submission of bids will not be allowed) at the office of "The Principal, Nalanda Medical College, Patna on or before Date 31.05.2021/5.PM..
3. The Nalanda Medical College, Patna will have the sole authority, for publication of the tender document(s) with detailed terms of reference, bid(s) submission, technical and financial evaluation of bids received and final selection of the service provider for providing security services in the Nalanda Medical College, Patna.

#### 4. Schedule of Selection Process:

SL. No.	Event Description	Timeline
1.	Closing, date & time of receipt of tender	Date 31-05-2021 at 5:00 PM
2.	Time, Date and venue of Pre-Bid meeting	Date 17.05.2021 at 01:00 AM
3.	Time, Date and Venue of Opening of Technical Bid	Date 01.06.2021 at 01:00 PM
4.	Time, Date and Venue of opening of Financial bid.	Date 22.06.2021 at 01:00 PM

5. The bids (Both technical and financial) will be opened in the official chamber of the Principal, Nalanda Medical College, Patna as per the schedule mentioned in Para 4. In the event of any of the above- mentioned day being declared a holiday/closed day for the Medical College, the bids will be received/opened in the next working day at the scheduled time. The agency's authorized representatives may attend the tender opening on the date and time as mentioned above in Para 4.
6. The tenders shall be accompanied by Earnest Money Deposit (EMD) of 4,00,000.00 (Four Lac only) in the shape of Demand Draft (DD) from any Schedule Bank in favor of Principal, Nalanda Medical College, Patna, payable at / it may be noted that no bidder is exempt from deposit of EMD. Tenders without EMD shall be summarily rejected.
7. The Nalanda Medical College, Patna, reserves the right to accept or reject any or all tender or change the terms and conditions of the tender or cancel the tender without assigning any reasons at any stage and time.
8. For any further clarification, regarding the contents of the tender document, please contact Nodal Officer, Nalanda Medical College, for the conduct of the tendering process, on Mobile No 8789989294, Mentioned during office hours from 10:00 AM to 05 PM. All further, notifications/amendments (if any), shall be posted on the website [www.nmch.org](http://www.nmch.org).
9. All further, notification/amendments (if any), shall be posted on the website [www.nmch.org](http://www.nmch.org) of the Medical College.

  
Principal  
Nalanda Medical College, Patna  
2.5.21

## SECTION 1: INSTRUCTIONS TO BIDDER (ITB)

1. Before preparing the tender and submitting the same to the Nalanda Medical College, Patna the bidder should read and examine all the terms & conditions, instructions, checklist etc., contained in the tender documents. Failure to provide required information or to comply with the instructions incorporated in these tender documents may result in rejection of tender(s) submitted by bidders.
2. It will be imperative on each bidder to fully acquaint himself with the local environment and prevailing conditions and other factors including local legal framework, which would have effect on the performance of the contract and / or the cost and or execution of the contract as described in the Bidding documents.
3. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job/service.)
4. The bidder shall indicate the service charge(s) per security guard (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower per month. The rates quoted by the bidder shall be inclusive of all the taxes, duties and levies, and Uniform (*summers winter and rainy season*) and liveries (*mobile, torch with battery, whistle, umbrella, photo identity card etc.*), excluding Goods and Service Tax (GST) and shall be quoted in the format as per mentioned in Annexure 6. The GST if applicable, shall be paid by the Nalanda Medical College, Patna as per the prevailing rates/rules. If an agency/bidder quotes "Nil" charges in consideration, the bid shall be treated as unresponsive and will not be considered.
5. The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Medical College and Hospital shall in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.
6. The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by self-attested English translation and, for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.
7. At any time prior to the deadline for submission of tenders, the Nalanda Medical College, Patna may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it. Such modifications or amendments will be published on the website of the Nalanda Medical College, Patna, [www.nmch.org](http://www.nmch.org).
8. Such an amendment will be notified on [www.nmch.org](http://www.nmch.org) and the same shall be binding to all prospective bidders. No separate communication shall be made to any individual bidders and the Nalanda Medical College, Patna shall not be responsible in any manner if prospective Bidders miss any notifications placed on above mentioned website.
9. The tender shall be accompanied by Earnest Money Deposit (EMD of 4,00,000/- (Four Lacs only), in the shape of Demand Draft (DD) from any Scheduled Bank in favour of Principal, Nalanda Medical College, Patna payable. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
10. The EMD of unsuccessful bidder will be returned to them without any interest, after final conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security (PS) as per the terms of contract.

## SECTION 2: ELIGIBILITY CRITERIA

- 1) This invitation is open to all organizations registered under Companies Act, 1956/ 2013 or Indian Societies Registration Act 1860 or Indian Trusts Act 1882 or Bihar Shops and Establishment Act 1853, to fulfill the eligibility & qualification criteria specified hereunder. **(The bidder can't be an individual or group of individuals & Consortium)**

1.	The Bidder should be established firm registered under Companies Act 1856/2013 or Indian Societies Registration Act 1860 or Indian Trusts Act 1882 or Bihar Shops and Establishment Act 1853 and should have been in operation during last 3 years, as on 31.03.2019	For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/ 2013. For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882 For Proprietorship" firm - Certificate issued under Bihar Shops and Establishment Act 1853
2.	The bidder should have obtained a license in accordance with the Bihar Private Securities Agencies (Regulation), Act, 2015 in the state (as per section 4 & 7 of the Private Security Regulation Act (PSRA), 2005, GoI). (The license should be valid for the whole state or at least for the concerned district where the Medical College and Hospital is established and should be valid through the period of the Contract	Copy of the license under Bihar Private Securities Agencies (Regulation), Act, 2015 in the state, (as per section 4 & 7 of the Private Security Regulation Act (PSRA), 2005, GoI).
3.	The Bidder must have average annual turnover of not less than INR 3 crores in last three financial years FY 2018- 19, FY 2019-20 & FY 2020-21, as evidenced by the audited accounts of the company.	<b>Audited Balance sheet and</b> a) Statement of Profit & Loss Account (if the bidder is registered under Companies Act), or b) Income and expenditure account (if the bidder is registered under Societies and Trusts Act) or c) Profit and loss account, Income tax Return(s) (if the bidder is Proprietorship firm)
4.	The bidder must have experience of providing minimum 100/- security guards (Armed/un-armed) & other semi-skilled/skilled/highly skilled manpower to Government (Central or state) Sector/PSU annually, in each of the last three financial years (FY) (2018-19, 2019-20 & 2020- 21).	Copy of work order and experience certificate from the contracting agency in Government (Central or state government/ Public Sector Units (PSUs). The certificate should clearly mention the nature of the work.
5.	Bidder will provide self-attested copies of (i) PAN card of firm/agency (ii) Income tax return (ITR) of last three assessment years (FY 2018-19, 2019-20 and 2020-21) (iii) GST Registration Certificate (iv) EPF & ESI Registration Certificate	Self attested copies of o Bidder's PAN card o Copy of Income Tax Return (ITR) for last three assessment years (AY 2018- 19, 2019-20 and 2020-21) o Copy of GST Registration Certificate
6.	The bidder must not be (i) Blacklisted / banned / convicted by any court of law for any Criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on the date for submission of bidding document, and (ii) The bidder shall declare all ongoing litigations it is involved in with any government	Affidavit sworn before Public Notary/Executive Magistrate as per Annexure 3
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2. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.
3. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.
4. The financial bids, of the shortlisted bidder(s)/agency(s), from technical evaluation (matching eligibility criteria), will be opened, and the bidder, who quotes the lowest (LI) monthly minimum service charges per security guard (Armed & un-armed) & other Semi-Skilled, High Skilled manpower per month, as per Least Cost Selection (LCS), will be selected bidder/agency for, "Tender Notice for selection of Private Security Agencies (PSA) for providing services of security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower in Nalanda Medical College, Patna, in the state of Bihar.
5. The selected agency(s) or bidder(s) will need to sign a contract/agreement floated from this NIT with the Nalanda Medical College, Patna where it has been awarded as the LI bidder, within 21 days with the concerned Medical College and Hospital, from the day of issue of the Letter of Intent (LoI).
6. In case, of a tie, the Nalanda Medical College, Patna shall break the tie in the following order of priority:

**Work experience:** Bidder with higher work experience of similar nature in Government offices/ PSUs. Work experience will be calculated on the basis of the total no. of years for which the bidder has been providing similar services. In case the bidder has provided services under 2 different projects within a Year, simultaneously, both of them will be calculated and taken into consideration. In case of a further tie, even with the aforementioned work experience assessment process, the Medical College shall break the tie based on turnover:

**Turnover :** Bidder with higher average annual turnover of last 3 financial years (FY), i.e. FY 2018-19, FY 2019-20, & FY 2020-21.

7. In case, the LI bidder denies/fails to honour the contract/Letter of Intent (LoI), the EMD of the concerned selected bidder will be forfeited and the Medical College shall be at freedom to negotiate L2, and then Us... (in this order) responsive bidders with their consent to enter into an agreement with the Nalanda Medical College, Patna for providing security guards (Armed/un-armed) & other semi-skilled/skilled/highly skilled manpower in Medical College, under the jurisdiction of Medical College, in the Patna, at LI rate.

### **SECTION 3: PREPARATION OF TENDER**

1. Tender Documents are invited in two bids System. The bidder has to seal the Technical bid "Envelope-A" and Financial bid "Envelope-B" in separate envelopes duly super scribed, sealed and both these envelopes should then to be put in a bigger outer envelope, which should also be sealed and duly super scribed with **Tender Notice for selection of Private Security Agencies (PSA) for providing services of security guard(s) (Armed & un-armed) in Nalanda Medical College, Patna in the state of Bihar**. The outer as well as inner envelopes should have complete address of bidder as well as Nalanda Medical College, Patna. The
2. "Envelope A" containing the Technical Bid, should contain
  - 2.1 Proposal covering letter, as per **Annexure 1**
  - 2.2 Particulars of the bidder, as per **Annexure 4**
  - 2.3 Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) or appropriate authorities as applicable
  - 2.4 Self-attested copy of PAN card, GST & EPF registration certificate, along with Income Tax Returns (ITR) as mentioned in the tender document
  - 2.5 Earnest Money Deposit (EMD), (*Range between 2-5% of the estimated value of the goods / services to be procured during the period of the contract, as per Bihar Financial Rules (BFR)*) of 4,00,000/- (Four Lacs only)
  - 2.6 Original tender document duly stamped and signed in each page, as a token of acceptance of all the terms and conditions.
  - 2.7 Self-attested copy of audited financial statement i.e. (Income and expenditure account (if the bidder is registered under Societies and Trusts Act) and Statement of Profit & Loss Account (if the bidder is registered under Companies Act), and Profit & Loss account & Income Tax Returns (if the bidder is Proprietorship firm) along with audited balance sheet and any other related financial statements along with all Appendix's/Schedules for the last 3 financial years (FY) 2018-19, 2019-20 and 2020-21.
  - 2.8 Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY) i.e. 2018-19, 2019-20 and 2020-21 @
  - 2.9 Authorization Letter for signing of proposal in favour of signatory to tender documents as per **Annexure 2**.
  - 2.10 Affidavit from Notary/Executive Magistrate about non-blacklisting of the agency/bidder as per **Annexure 3**.
  - 2.11 Copy of work order(s) and experience certificate(s) in carrying out similar (*providing security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower per month*) type of assignment/service in public sector. The certificates should clearly mention the nature of work.
  - 2.12 Checklist as per **Annexure 7**.
  - 2.13 The bidder has to dispatch and submit the bid, by speed post/registered post (Courier or by hand will not be allowed) at the office of Principal, Nalanda Medical College, Patna as per the time | Ines Mentioned in Para 4 of the NIT.
3. The Medical College will open the Bids (technical and financial) as mentioned in Para 4 in Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Nalanda Medical College, Patna the tenders will be opened at the appointed time in the Nalanda Medical College, Patna. on the next working day.
4. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the bidders.
5. The "Technical Bid" shall be opened, at the prescribed time and date as indicated in Notice Inviting Tender (NIT). These Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the tender.
6. The financial bid of bidders whose Technical bids are found technically responsive and comply with the bid documents, will only be considered for financial evaluation. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.

7. The bidder shall indicate the amount Of service charge(s) per security guard (Armed &un-armed) &other semi-skilled/skilled/highly skilled manpower permonth.
8. The bidder should quote the rates in figures as well as in words. Any alteration or correction, in financial bid would not be allowed in any case. The rates quoted by the bidder shall be inclusive of all the taxes, duties and levies, and Uniform (*summer, winter and rainy season*) and liveries (*mobile, torch with battery, whistle, umbrella, photo identity card etc.*), excluding Goods and Service Tax (GST) and shall be quoted in the format as per mentioned in Annexure6.
9. Each page of document should be signed by the agency/bidder himself/themselves or his/their authorized agent on his/their behalf. in case the agent signs the document, the authority letter in his favour must be enclosed with the quotation as perAnnexure 2.
10. The bidder should take care that the rates / amounts are written in such a way that interpolation is not possible. No blank should be left which would otherwise make the bid liable for rejection. If an agency/bidder quotes 'Nil' charges in consideration, the bid shall be treated as unresponsive and will not beconsidered.
11. The price offered, in the Financial Bid, as per Annexure 6, by the bidder/agency shall be valid for the entire contract period/extendedperiod.
12. The price shall remain firm and will not be subject to escalation of any description during the execution of the contract, for the entire contractperiod.
13. The agency submitting his bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.
14. Not with standing anything contained in clause 7 of the Notice Inviting Tender (NIT), the Nalanda Medical College,Patna reserves the right to cancel/rejected full or any part Of the tender, without assigning any reason.
  1. Anyaction'onthepartofthebiddertoinfluenceanybodyofNalanda Medical College,Patna willmakehisbidliableforrejection.
  2. Nalanda Medical College,Patnamay, in writing make any revision or change in the order, including additions or deletions from the quantities mentioned in the tender document that shall be communicated by Nalanda Medical College,Patna
  3. Nalanda Medical College,Patna further reserves the right to cancel the contract in whole or any part thereof and shall be entitled to **revise the contract wholly or in part** by a written notice to the **selected agency bidder**, if: -
    - a) The agency fans to comply **with the terms** of the order **including** specifications and other requirements;
    - b) The agency fails to provide **services of security guards(Armed and un-armed)** in the Medical College ontime.
15. The services of the security guard(s) (Armed &un-armed) &other semi-skilled/skilled/highly skilled manpower, provided by the successful bidder, in the Nalnada Medical Collge,Patnashall be strictly in accordance with specifications stated, any alterations of those conditions shall not be made without consentofMedicalCollegeinwriting.Anyunauthorizeddeviationfromthequalityofthegoodsas

well as Scope of work Under the contract shall not be permitted and if so, the concerned agency/bidder, shall be liable to be penalized accordingly.

**16. Pre-Bidmeeting**

The clause can be removed at the discretion of the concerned Medical.

- 16.1 In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a Pre-bid meeting has been scheduled to be held in the office of the Medical College and Hospital as per details given hereunder:

Date & Time :	Date ..... Time.....
Venue :	Mention the location where the Pre-Bid meeting will be held in the Nalanda Medical College, Patna.
Contact Person (s):	Nodal Officer Mobile No. 8789989294 of the concerned person appointed by the Nalanda Medical College for conducting this tender.

- 16.2 During, the Pre-Bid meeting, the Clarifications sought by the representative of the Prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next day. The Nalanda Medical College shall upload written responses on [www.nmch.org](http://www.nmch.org), website of the Medical college and , to such requests for clarification, without identifying its source. In case required, amendments, in terms of clauses 7&8 section 1: Instructions to Bidder(s) above shall be issued, which shall be binding on all prospective bidder(s).

**17. Clarifications to tender documents**

- 17.1 A Prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarification to Principal, by the Medical College, Patna, by post/email ID : [nmc1980@gmail.com](mailto:nmc1980@gmail.com) mention the details of the email ID within 1 day of date of Pre-tender meeting.
- 17.2 In the event, of the above-mentioned day being declared as a holiday/closed day for the medical college , the Prospective bidders can submit written request for clarifications by 1800 hrs on the next working day.
- 17.3 All the Prospective bidders will be notified of response to clarifications only through website of the Nalanda Medical College, Patna any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and Nalanda Medical College, Patna will not issue separate communication to them.
- 17.4 The Nalanda Medical College, Patna shall not be responsible if a prospective bidder fails to notice any notifications placed on the website of the Nalanda Medical College, Patna.

**SECTION 4. TERMS AND CONDITIONS**

**(A) EARNEST MONEY DEPOSIT (EMD)**

- (a) The tender shall be accompanied by Earnest Money Deposit (EMD) (Range between 2-5% of the estimated value of the goods/services to be procured during the period of the contract, as per Bihar Financial Rules (BFR)) of 400,000.00/- (Four Lacs rupees only), for the concerned Medical College and Hospital, in the shape of Demand Draft (DD) from any Scheduled Bank in favour of Principal, Nalanda Medical College, Patna < Mention the name of the Medical College >, payable at Patna..... (Mention the name of the district). It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- (b) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security (PS) as per the terms of contract.



(c) Earnest money is required to protect the Medical College and Hospital against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. The EMD of a bidder may be forfeited without tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidder's EMD will also be forfeited without prejudice to other rights of Medical College, if it fails to furnish the required Performance Security (PS) within the specified period.

(d) The EMD/ Bid Security shall be forfeited by the Medical College hereunder or otherwise, under the following conditions:

- (a.) If a Bidder submits a non-responsive Bid;
- (b.) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
- (c.) If a Bidder withdraws its Bid during the period of bid validity as specified in this tender and as extended by the Medical College and Hospital from time to time;
- (d.) In the case of Selected Bidder, if it fails within the specified time limit;
- (e.) To furnish the Performance Security (PS) within the period prescribed in the Letter of Intent (LoI).

(1) **SCOPE OF WORK (SoW)**

1. The security guard(s) (Armed & un-armed) & other semi-skilled/skilled highly skilled manpower provided by the agency/bidder shall conform to the following norms:-

- (i) Age should not be less than 21 years and not above 55 years at the time of deployment (However, in special circumstances based on the requirement this may be relaxed by the Medical College and Hospital), and
- (ii) Have the minimum qualifications as mentioned below:

Category	Minimum qualification
Armed and un-armed security guards	(a) Should be minimum matriculate, mentally sound and possess good physique (b) Should be medically fit in all respects. His medical fitness will be considered as per medical fitness certificate from Registered Medical Practitioners with qualification not less than M.B.B.S., as per produced for verification by the agency.
Semi-skilled	Should be literate and mentally sound.
Skilled	Should be minimum matriculate, mentally sound and possess good physique and other required qualifications as per related skilled/highly skilled job, as per the requirement.
Highly skilled	Should be minimum intermediate (10+2) pass, mentally sound and possess good physique and other required qualifications as per related skilled/highly skilled job, as per the requirement.

2. The deployment will be as per the need of the Medical College and other job descriptions will be communicated by the concerned Medical College to the agency.

3. The duties of the security guard (s) Armed & un-armed will be:

- (i) Checking and verifying the entry/exit of personnel, baggage, materials, vehicles etc., controlling the parking of the vehicles in proper order.
- (ii) Motoring and reporting to concerned authorities/officials, in the Medical College, in case breach/breakage in fencing, encroachment, trespassing, incidents of defacement of wall, putting up of banners/posters, laying of cable lines etc, along boundary wall (if any of the premises).
- (iii) To safeguard the property against theft, damage, misuse, etc. Ensure orderly marshaling and parking of staff/visitor's vehicles at parking area in the premises and keeping watch over them.



- (iv) To issue visitor's passes (wherever necessary) after verification and intimation from the concerned officers at the Medical College and Hospital and to collect passes when visitors leave the premises. To ensure that only the authorized persons/vehicles enter the premises after proper verification.
- (v) Goods, materials, equipment's etc., shall not be permitted to be taken out of the premises without valid gate pass. To ensure only the contract workers having valid ID enter the premises and when such workers leave the premises ensure that they do not carry any items, which belong to the Medical College .
- (vi) Wherever required, to maintain movement (entry/exit) register for the contract workers, visitors, vehicles etc. Ensure that no contract worker leaves the premises during his/her duty hours without prior permission of concerned officer(s). Ensure that no contract worker/ outsider overstays in the premises beyond their duty hours.

**4. The agency shall maintain the following registers and produce the same to the concerned officer, at the Medical Colleges on daily/weekly/monthly basis as required.**

- (a) Attendance register (Muster Roll) for Security personnel.
- (b) Patrolling register (wherever required)
- (c) Movement (entry/exit) register for outsourced/contractor workers (wherever required)
- (d) Movement (entry/exit) registered for visitors. (Wherever required)
- (e) Movement (entry/ exit) register for vehicles (wherever required)
- (f) Any other register instructed by Security staff/concerned officer of the Medical Colleges.

5. The selected agency should allocate at least 1 (One) Relationship Manager for the concerned Medical Colleges dedicated for Services within 15 days of the contract being awarded, which would be the Specific Point Contact (SPC) for the Medical College for providing the security guards (Armed/un-armed) The Relationship Manager shall visit the premises of the Medical Colleges to review the services rendered and ensure that security guards (Armed or un-armed) on duty are alert, vigilant, and record observations and should apprise the same to Principal of the Medical Colleges, Patna and submit (as the case may be). The Relationship Manager shall ensure his/her presence at short notice when required by the Medical College (as the case may be). The personnel and other staff should be provided to wear tamper proof photo identity cards issued by the agency and wear prescribed uniform. Non-display of photo ID cards and not wearing prescribed uniform should be reckoned as a misconduct.

- 6. The Security guards (with Arms) provided by the agency, should have valid (self-owned) arms license, to be carried by him, which should be strictly in accordance with the Arms Act and rules. The Medical College will not take the responsibility for the safe-custody of guns/firearms of the security guard(s). The agency/bidder shall be solely responsible for the renewal of the arms license of the security guard(s). The agency shall be required to submit, the copy of the arms license, to the Medical College. In case, of deviation, strict action will be taken against the agency.
- 7. The threat perception and security assessment levels of security required at Medical College, would be decided by the Medical College (as the case may be) and the agency would accordingly be required to provide the security guard(s) (Armed & un-armed).
- 8. Generally, in an establishment, there shall be 3-shift per day, throughout the year and each shift will normally, be of 8 hours duration. The security guards (Armed & un-armed) on duty, shall be rotated from one shift to another at proper frequency by the agency and duly informing the Medical College.

9. Uniform (summer, winter and rainy season) and liveries (mobile, torch with battery, whistle, umbrella, photo identity card etc.) shall be provided by the agency to its security guards on duty. Details of the uniform and liveries should be submitted along with the technical documents.
10. The agency shall provide weekly off/Holidays to its security guard(s) Armed & un-armed), as per appropriate applicable laws/labour laws, as the case may be, but it will be the responsibility of the agency to ensure uninterrupted services on all days. The agency should prepare shift duty chart of the security guard(s) on weekly basis and produce the same to the concerned officer(s) at Medical College for approval. The agency shall also ensure that their security guards are on duty as per the duty chart. The agency shall provide relievers for the personnel who will be on weekly off/Holidays or on leave.
11. The security guard(s) (Armed & un-armed) at all time, be polite, courteous, respectful and responsive to customers, clients, visitors, officers, employee, guests and service providers etc.
12. In the event of accidents, injuries, fire, short-circuit; leakage of water, security personnel shall report the matter immediately to the concerned officer in the Medical College and also take appropriate action.
13. The security guard(s) being deployed for this project should have necessary experience, expertise & relevant knowledge about all the aspects of Security Services/Guns/Security Equipment etc. and should be registered as a staff/employee of agency. The agency must have valid registration(s)/ licenses as per legal/regulatory requirements applicable in the state of Bihar.
14. The Agency shall indemnify the Medical College (as the case may be) from all liabilities arising out of any payment made by the Medical College to Government (Central/State, Semi- Government), statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of his employee or in respect of any claims made by the Agency's employees against the Medical College and Hospital.
15. The agency shall submit the list of its personnel to be deployed at the Medical College , along with their personal details like name, age date of birth, permanent address, photograph etc., for approval, to the Medical College. The security guard(s) (Armed & un-armed) shall not be replaced, without the prior consent of the Medical College .
16. The agency shall not employ any person as a security guard, against whom any criminal cases is pending in any court of law.
17. The agency shall ensure that none of his security guard report for duty in drunken state or consume drugs, prohibited substances, smoke, etc., while on duty.
18. In the event of security guard not reporting for duty, alternate arrangements/replacement shall be made by the agency, immediately without jeopardizing the security of the establishment.
19. During surprise checks by any authorized officer(s) of the Medical College, if a particular guard is found negligent /sleeping/drunk on duty, the agency will have to withdraw the guard from the establishment, forthwith and suitable penalty will be imposed by the Medical College and Hospital as stated in the respective contract Agreement which may even entail cancellation/termination of contract for the rest of the period, in the case of repeated violations/incidents. The agency shall take necessary safety measures and agency is solely responsible for the safety of security guards engaged by it. The agency shall provide appropriate shoes & shocks, summer/winter uniform, lathi, whistle, umbrella, rain coat, torch etc. to all its personnel.
20. The Medical College shall not be responsible for any accident/injury or loss of life of any of the persons engaged as security guard(s) (Armed & un-armed), by the agency that may take place while performing/ executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the agency.
21. The agency shall abide by all the rules and regulations laid down by the Medical College from time to time. The agency or its security guard(s) (Armed & un-armed) shall not at any time do, cause or permit any nuisance at the site/ do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors in or near the Medical College .

22. The agency shall be responsible for all acts done by security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower engaged by it and for maintenance of proper discipline by his security guard(s) (Armed & un-armed) at the premises of the Medical College. Any act of indiscipline /misconduct/theft/pilferage on the part of any security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower engaged by the agency resulting in any loss to Medical College, in kind or cash will be viewed seriously and Medical College shall have the right to levy damages or fine from the agency and even terminate the contract forthwith.
23. In the event, any damage is caused by security guard(s) (Armed & un-armed) deployed at the Medical College, to the movable or immovable property of the Medical College or to the property of employees of the Medical College, the Medical College reserves the right to compute the damage in terms of money and to deduct the money from the bill of the agency or from the amount payable to the agency or from the Performance Guarantee by the Bank.
24. The personnel engaged by the agency shall not have any employee-employer or master-servant relationship with the Medical College and they shall not have any claim whatsoever for employment in the Medical College, now or at a future date.
25. The agency shall remove his personnel peacefully on expiry of contract or on termination of the contract without causing any obstruction to the new service provider/agency.
26. The Medical College on its part shall not be liable to pay any charges, dues, compensation under any of the industrial laws or other laws applicable to the security guard(s) (Armed & un-armed) which shall be the sole responsibility of the agency and the agency alone shall be the employer of such personnel.
27. The antecedents of the security guard(s) (Armed & un-armed) will be got verified from police by the Agency before deployment for work at the Agency's own cost. The Medical College reserves the right to do any verification (including police verification) at the respective agency's cost, independently and the agency shall provide full co-operation, if Medical College chooses to conduct such independent verification.
28. Insurance and accident risk of the security guard(s) (Armed & un-armed) will be responsibility of the Agency.
29. The Agency will ensure that all its security guards/supervisors, must have First Aid training, Fire safety training and adequate security duty training & firing of arms training, before deployment for work. Documents and record of the same may be asked for by the Medical College periodically, for verification, which the Agency shall provide promptly.
30. The Security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower, in the government healthcare facilities and health department offices should not be circulated/rotated amongst facilities within the district, in case of manpower shortage, unless directed by Medical College.
31. The Agency will ensure timely salary payment of these security guard(s) (Armed & un-armed) in the government healthcare facilities and health department offices and opening of ESI and EPF account for each security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower and timely deposit of applicable ESI and EPF (Employer's contribution and employees contribution) and failure to comply with the ESIC and PF law and any kind of interest penalty imposed on Medical College under ESIC and PF law will be recovered from the agency or performance security will be forfeited.
32. The agency will have to submit evidence of payment of salary to security guard(s) (Armed & un-armed), in their bank account through Direct Benefit Transfer (DBT) on monthly basis, to the Medical College, and after compliance of this only, payment for subsequent month will be disbursed to the agency. It has to be ensured by the agency, that payment of salary/wages to security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower, is as per the norms, explained in this tender document.
33. The agency will submit the EPF/ESI submission challans to the Medical College on quarterly basis, along with the invoice.
34. The recruited security guard(s) (Armed & un-armed) of the Agency shall not be the staff or employee of the Medical College in anyway, nor can claim any advantage of it.
35. The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation,

minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the Medical College for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the Provisions of the following acts as to the manpower appointed or hired for performance of this contract.

36. If any security guard(s) (Armed & un-armed) in a government healthcare facility or health department offices is not found fit for the work, Medical College, shall communicate this to the agency and It will be the responsibility of the agency to replace the concerned security guard at the earliest.
37. Agency would be responsible for the security of the government healthcare facilities and health department offices, and the installed equipment in it.
38. TDS admissible under income tax and GST laws in force or enforceable by the Central or State Governments shall be deducted as per prescribed rates and norms on the amount paid/payable to the agency.
39. The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.
40. An estimated number of security guard(s) will be required in the Medical College is mentioned below.

1. ESM with Armed & ESM	To be filled by the Medical College 41+02 Supervisor
2. Skilled	To be filled by the Medical College
3. Supervisor Civil Guards	To be filled by the Medical College
4. Highly skilled manpower (includes Armed and un-armed security guards)	To be filled by the Medical College

The number of security guard(s) (Armed & un-armed) is provisional and the numbers may increase or decrease, at the sole discretion of the Medical College and they may be relocated/reallocated as per the requirements, at the discretion of the Medical College. The Medical College shall have the right to increase the no. of Security guard(s) (Armed & unarmed) beyond the present number from the date of execution of the contract. In the event of any such increase in the number of security guards by the Medical college, the bidder/agency, shall operate and maintain the additional resources, till the remaining term duration of the agreement, as part of the existing scope of work and upon the same terms and conditions as specified in the agreement.

41. The Medical College will pay the agency/bidder min. wages, ESI, EPF, GST as per the prevailing rates notified by the concerned departments along with service charges per security guards (Armed & un-armed) the financial bid quoted by the bidder/agency, mentioned in **Annexure 6**.
42. The Medical College will not entertain any dispute between the security guards (Armed & un-armed) and the concerned agency on any Issue. In case of any such dispute affecting the performance of the bidder/agency as per the contract, strict action as per penalty provisions mentioned in the tender will be taken against the agency.
43. The selected agency will have to observe ethical behavior and standards with the outsourced security guards (Armed & un-armed). The Medical college will have a right to hold an enquiry with respect to this aspect.
44. At the end of the contract period, the security guards (Armed & un-armed) appointed by the agency, will be required to share all the visitors registers and records available with them to the concerned officials in the concerned health facilities and health department offices.

45. The security guards (Armed & un-armed) and the agency shall not share any data or material or information or report to any person or agency other than authorized by the Medical College.
46. The bidder/agency will be required to follow, the reservation policy of the state of Bihar, as per the Letter No. 23/Outsourcing – 01/2017 General Administration department. 14556, dated 17<sup>th</sup> November, 2017 and would be required to submit a certificate to this effect to the Medical College and Hospital (Refer : Annexure-8)

**(C) PROJECT DURATION**

The tenure of the hiring of services for security guards (Armed & un-armed) is for 1 year, which may be extended for a further period of 1 year or more on the same rates, terms and conditions based on the requirements, availability of resources and funds in Medical College or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by agency and Medical College. Any extension shall not be the right of the agency.

**(D) SIGNING OF THE CONTRACT**

The contract document/Agreement between agency and Medical College should be executed within 21 days of the issue of the Letter of intent (LoI) Non-fulfillment of this condition will result in cancellation of the award and forfeiture of the EMD.

**(E) PERFORMANCE SECURITY**

(a) The successful bidder shall have to furnish a performance security Rs. 10,00,000/- (Ten Lacs) (Should be 5-10% of the value of the contract (estimated value of the goods/services to be procured during the period of the the contract), as per Bihar Financial Rules in the shape of a Bank Guarantee issue by a scheduled Bank in favour of Principal Nalanda Medical College, Patna. The Bank guarantee shall be as per Performa at "Annexure"5 and remain valid for a period, Which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of the all contractual obligations including warranty.

(b) The performance security should be submitted before executing the contract/signing of the contract document positively.

(c) If the agency/bidder violates any of the terms and conditions of contract floated from this NIT in any manner, the performance security shall be liable for forfeiture, wholly or partly, as decided by the Medical College and Hospital and the Medical College and Hospital and the contract may also be cancelled/terminated. Further, the agency will be blacklisted for a reasonable period as decided by Medical College and Hospital.

**(F) START OF THE SERVICES**

(i) The services provider shall recruit and depute the security guards (Armed & un-armed) in full conformity to the contract, across Medical College within 30 days from the date of signing of the contract with the Medical College. If the services are not rolled out within this timeline, Medical College may impose a penalty of INR 500/- per week of delay per security guard (Armed & un-armed).

(ii) If service provider fails to start the services beyond 90 days, the contract may be terminated, and the selected service provider may be blacklisted and might result in forfeiture of performance security/bank guarantee to which, the selected agency shall have no claims. In such a case, the Medical College shall be at freedom to negotiate with L2, and then L3 (In this order) responsive bidders with their consent to enter into an agreement with the Medical college, for providing services of security guards (Armed & un-armed) in Government Healthcare Facilities and health department offices, at L1 rate in the district.

**(G) PERFORMANCE REVIEWS, INCENTIVES & PENALTY PROVISIONS**

(a) Agency performance would be evaluated based upon applicable penalties deducted.

(b) The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required.

- (c) Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified key performance indicators (KPIS). The applicable penalty will be deducted from monthly invoice.

SL. No.	Parameters	Applicable Penalty
1.	.Failure to start services within 30 days of signing of the contract	Rs. 500 per day of delay per security guard (Armed & un-armed)
2.	Failure in replacement of Security Guards (Armed & un-armed) in the concerned government healthcare facility or health department offices beyond 7 days	Rs. 500 per day of delay per security guards (Armed & un-armed)
3.	Not maintaining registers daily, as required	Rs. 100 per day as required per security guard

#### **(H) PAYMENT**

- (i) The payment will be made on monthly basis of the agency by the Medical College, against the invoices (as prescribed) under GST Act 2017) as per the format mentioned in Annexure 6 raised by the agency. Based on total number of security guards (Armed & un-armed) provided by the agency.
- (ii) The services provider will raise its invoices (as prescribed under GST Act 2017) on completion of services during month and the invoices must be submitted to Medical College, Patna till 7<sup>th</sup> day of the next month, along with supporting document. The payment will be subject to TDS as per income Tax Rules/GST (if applicable) and other statutory deductions as per applicable laws.
- (iii) The payments will be made through CFMS or any other mode as directed by the Medical College, by 20<sup>th</sup> of the month, after necessary verifications & deducting penalties (if any). In case the payment is delayed in document verification, beyond 20<sup>th</sup> of the month, after receipt of claims with relevant documentary evidences as accepted by the concerned officials, 70% of the payment shall be released on 21<sup>st</sup> of the month, and the remaining payment shall be released after verification of the documents, after deductions of any applicable penalties.
- (iv) The prices/rates quoted in the financial bid, as per Annexure 6 shall remain same for the entire duration of the contract.
- (vii) The agency will have to submit evidence of payment of salary to security guards (Armed & unarmed) in their bank account through Direct Benefit Transfer (DBT) on monthly basis, and ESI & EPF submission challans, to the Medical College, on quarterly basis, and after compliance of this only, payment for subsequent month will be disbursed to the agency. It has to be ensured by the agency, that payment of salary/ wages to security guards (Armed & unarmed) is as per the norms explained in this tender document.

#### **(I) SUB CONTRACTS**

Sub-letting /sub-contracting of the contract work assigned would not be allowed under any circumstances and contract may be terminated in case the agency sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action may also be taken against the agency/bidder.

#### **(J) MODIFICATION TO CONTRACT**

The contract when executed by the parties (Nalanda Medical College, Patna) shall constitute the entire contract between the parties (Nalanda Medical College, Patna) in connection with the jobs/services and shall be binding upon the parties (Medical College and the agency) Modification, if any, to the contract shall be in writing and with the consent of both the parties (Medical College and the agency) and not otherwise.

#### **(K) TERMINATION OF CONTRACT**

(a) Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of letter of intent (LOI) or contract formalization, may be liable for punitive action leading to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and / or performance security also.

(b) The Medical College, without Prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency, terminate the contract in whole or in part, if the agency fails to perform services as specified in the present contract or any other contractual obligations within the time period specified in the contract and the bidder/agency may also be blacklisted, and the performance security may be forfeited, as also explained in preceding paragraphs.

(c) Unless otherwise instructed by the Medical College, the agency or bidder shall continue to perform the contract to the extent not terminated.

#### **(L) TERMINATION FOR INSOLVENCY**

If the bidder or agency becomes bankrupt or otherwise insolvent, It will inform to the Medical College within 30 days written notice to terminate the contract. The Medical College, reserves the right to terminate, without any compensation, whatsoever, to the agency, and the Medical College may forfeit the performance security.

#### **(M) TERMINATION BY MUTUAL CONSENT**

In the event the Medical College & bidder or agency mutually agrees to terminate the contract, either party shall give 30 days written notice to the other party and after the consent of all the parties contract may be terminated without any legal or Financial obligation on any party to the contract.

#### **(N) FRAUD AND CORRUPT PRACTICES**

(a) The Bidders and their respective officers, employees, agent and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Medical College may reject any bid without being liable in any manner whatsoever to the bidder/agency if it determines that the bidder/agency has, directly or indirectly or through an agent engaged in corrupt practice, fraudulent practice or restrictive practice in the bidding Process.

(b) without prejudice to the rights of the Medical College hereinabove, if an bidder/ agency is found by the Medical College to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice,, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder/agency shall not be eligible to participate in any tender issued by the Medical College during a period of (two) years from the date such bidder/agency is found by the Medical College to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

(c) For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

1 "Corrupt practice" mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Medical College who is or has been associated in any manner, directly or indirectly, with the bidding process.



**II. "Fraudulent practice"** mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

**III "Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

**IV. "Undesirable practice"** mean (i) establishing contact with any person connected with or employed or engaged by the Medical College and Hospital with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of interest

**(V) " Restrictive practice"** mean forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

**(Q) Intellectual Property Rights**

The bidder/agency shall, at all times, indemnify and keep indemnified the Medical College, free of cost, against all claims which may arise in respect of goods & services to be provided by the bidder/agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, In the event of any such claim in respect of agreed breach of patent, registered designs, trademarks etc. being made against Medical College, the Medical College shall notify the bidder/agency of the same and the bidder/agency shall, at his own expenses take care of the same for settlement without any liability to the Medical College .

**(P) Insurance**

(a) The bidder/agency shall be responsible for insuring all its manpower, etc. for accident, theft, damage, burglary etc.

(b) The Medical College shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the Medical College premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/agency.

**(O) Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by hand or e-mail or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the Medical College and Hospital and the bidder/agency.


**(R) Resolution of disputes**

(a) Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.

(b) If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of district of Patna Mention the name of the district where the Medical College is established only.

**(S) Applicable laws**

The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

  
Principal  
Nalanda Medical College, Patna.  
3.5.21

## **ANNEXURE 1: PROPOSAL COVERING LETTER**

[On the Letter head of the Bidder]

Date:

To,

Principal  
Nalanda Medical  
College, Patna

Ref: Tender Notice for Selection of Private Security Agencies (PSA) for providing services of security guard(s) (Armed & Un-armed) in Nalanda Medical College, Patna in the state of Bihar.

Dear Sir/ Madam,

We, the undersigned, offer to provide the services of security guards(s) (Armed & Un-armed) in Government Healthcare Facilities and health department offices, in the manpower in Jawaharlal Nehru Medical College & Hospital, Bhagalpur in the State of Bihar in accordance with your Request for Proposal vide Ref. No.....dated.....we are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association/as a joint venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the Medical College and Hospital, may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of Medical College and Hospital to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to Medical College and Hospital any additional information it may find necessary or require to supplement or authenticate the proposal.

We Certify that in the last three year, we have neither failed to perform on any contract, as evidenced by imposition or a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

### **We declare that :**

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by Medical College .

- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with Medical College or any other public-Sector enterprise or any government, central or state;and
- c. We here by certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that we any member of the company, are/is not a member of a/ any other company applying for selection.
- e. We certify that in regard that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Medical College in connection with the selection of agency or in connection with the selection process itself in respect of the above mentionedproject.
- g. We agree and understand that the proposal is subject to the provisions of the tender document, in no case, I/we shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is notopened.
- h. We agree to keep this offer valid for 120 days from the proposal due date Specified intender.
- i. A power of attorney (PoA) in favour of the authorized signatory to sign and submit this proposal and documents is also attachedherewith
- j. In the event of my/our being selected, I/we agree to enter into a contract for the project awarded to us by the Medical College andHospital.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness there of, I/We submit this proposal under and in accordance with the terms of the tenderdocument.

Your's Sincerely.

Authorized signature  
Name and Title of Signatory  
Name of Company.

**ANNEXURE 1: PROPOSAL COVERING LETTER**

**[On the Letter head of the Bidder]**

Date:

To

Superintendent,

.....<Mention the name of the Medical College and Hospital>

.....(Mention the address)

**Re: Tender Notice for selection of Private Security Agencies (PSA) for providing services of security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower in .....<Mention the name of the Medical College and Hospital> in the state of Bihar",**

Dear Sir / Madam,

We, the undersigned, offer to provide the services of security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower in Government Healthcare Facilities and health department offices, in the manpower in .....<Mention the name of the Medical College and Hospital> in the state of Bihar in accordance with your Request for Proposal vide Ref No .....dated ..... We are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the Medical College and Hospital, may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of Medical College and Hospital to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to Medical College and Hospital any additional information it may find necessary or require to supplement or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

**We declare that:**

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by Medical College and Hospital;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with Medical College and Hospital or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
- e. We certify that in regard that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project.

- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Medical College and Hospital in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 120 days from the proposal due date specified in tender.
- i. A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the Medical College and Hospital.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,  
Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

**ANNEXURE 2: POWER OF ATTORNEY (AUTHORIZATION LETTER)**

**Format for Power of Attorney for Signing of Application/Bid document**

**(On a Stamp Paper of Rs.1000 duly attested by Notary Public)**

**Power of Attorney**

Know all men by these presents, We M/s..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address and PAN), duly approved by the appropriate authority of the firm/agency, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "Tender Notice for selection of Private Security Agencies (PSA) for providing services of security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower in Government Healthcare Facilities and health department offices, in ..... (Mention the name of the district) in the state of Bihar" including signing and submission of all documents and providing information / responses to the to the.....<Mention the name of the Medical College and Hospital>, .....<Mention the name of the district>, representing us in all matters before Medical College and Hospital, in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney (PoA) and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the..... day of 2019.

For \_\_\_\_\_

(Name, Designation and Address)

Accepted \_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)

Date:

**Note:**

- i. The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

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**ANNEXURE 3: FORMAT FOR AFFIDAVIT**

**Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted**  
**(On a Stamp Paper of INR 100)**

**Affidavit**

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/ declared ineligible by Medical College and Hospital, or any other entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project/s, in last 3 years from the date of submission of bids/tenders, as on the \_\_\_\_\_ (Date of Signing of Application).

And that we are hereby declaring all ongoing litigations where our promoter(s) / director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.
- 5.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and EMD or Performance Security(PS) till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2019

Name of the Bidder/agency .....

Signature of the Authorized Person .....

..... Name of the Authorized Person

..... Designation of the Authorized Person



**ANNEXURE 4: PARTICULARS OF THE BIDDING ORGANIZATION**

Name and full address of the Company	
Details of Registered Office	
Address	
Telephone No(s)	
Fax No(s)	
E-mail address (Official):	
Company website:	
Year of Incorporation:	
Turn Over of the Company (In crores)	
2015-16:	
2016-17:	
2017-18:	
Average Annual Turnover:	
Income Tax Registration number (PAN)	
Goods and Services Tax (GSTN):	
Type of Company registration (Companies Act, Proprietorship Act, Society Act, Trust Act etc.)	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the Medical College and Hospital (Attach letter of authority)	
Has the organization blacklisted by any state or central government entity or any of its undertakings If yes, kindly give details of the govt. entity and reason for blacklisting, in last 3 years from the last date of submission of bids/tenders	
(Authorized Signatory)	
Name: _____	
Designation & Authority: _____	
Place: _____	
Date: _____	
Stamp: _____	

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**ANNEXURE 5. FORMAT FOR PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

Superintendent,

.....<Mention the name of the Medical College and Hospital>

.....(Mention the address)

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has been identified and selected for the .....< Mention the name of the Medical College and Hospital>, ..... (Mention the name of the district), and has undertaken, in pursuance of Contract dated ... 2018 (hereinafter referred to as "the Contract") to implement the [Name of the project: Tender Notice for selection of Private Security Agencies (PSA) for providing services security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower in.....< Mention the name of the Medical College and Hospital>, in ..... (Mention the name of the district) in the state of Bihar.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give .....<Mention the name of the Medical College and Hospital> the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. xx,xxx/- (xxxxxxx rupees only) (Should be 5-10% of the value of the contract (estimated value of the goods to be procured during the period of the contract), as per Bihar Financial Rules (BFR)) to the .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> under the terms of their contract dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> any and all sums demanded by .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Medical College and Hospital to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the bidder)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 18 months from the date of its execution.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
- any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
  - any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district>at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> or any other indulgence shown by .....< Mention the name of the Medical College and Hospital> ,.....< Mention the name of the district> or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of concerned districts, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....2019

Witness

(Signature)      (Signature) (Name)      (Name) Bank Rubber Stamp

(Official Address)      Designation with Bank

## ANNEXURE 6 – FINANCIAL BID

We agree to provide services of security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled man power in the .....  
Mention the name of the Medical College and Hospital> ..... (Name of the district) district in the state of Bihar, in accordance with the terms of the contract, and will be charging at the rate:

Service charges, per security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower per month (Only one rate to be quoted for all categories and different rates for different categories will not be allowed)	.....(Amount in figures)	..... (Amount in words)
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The bidder will be required to raise the invoice as prescribed under GST Act 2017 and rules therein. The Medical College and Hospital will pay the agency/bidder min. wages, ESI, EPF, GST as per the prevailing rates notified by the concerned departments along with service charges per security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled man power per month, as per the financial bid quoted above by the bidder/agency.

1. The financial bids, of the shortlisted bidder(s)/agency(s), from technical evaluation (matching eligibility criteria), will be opened, and the bidder, who quotes the lowest(L1) minimum cost for service charges, per security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled man power per month, as per Least Cost Selection (LCS), will be selected bidder(s)/agency(s) for providing security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled man power in the .....< Mention the name of the Medical College and Hospital> .....< Mention the name of the district>, under the, "Tender Notice for selection of Private Security Agencies (PSA) for providing services of security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled man power in .....< Mention the name of the Medical College and Hospital> in the state of Bihar".
2. The rates quoted must be in figures as well as in words. The above quoted rates should be inclusive of all taxes and duties excluding GST. GST will be paid by Medical College and Hospital as per the prevailing rates. If an agency/bidder quotes "Nil" charges in consideration, the bid shall be treated as unresponsive and will not be considered.
3. The price quoted as per column of the financial bid offered, shall be valid for the entire contract period/extended period.
4. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered will be inclusive of all applicable taxes/duties (Central and State), and Uniform (summer, winter and rainy season) and liveries (mobile, torch with battery, whistle, umbrella, photo identity card etc.), excluding GST (as per the prevailing rates).

5. The agency will have to submit evidence of payment of salary to security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower, in their bank account through Direct Benefit Transfer (DBT) on monthly basis, along with ESI & EPF submission challans, to the Medical College and Hospital on quarterly basis, and after compliance of this only, payment for subsequent month will be disbursed to the agency. It has to be ensured by the agency, that payment of salary/ wages to security guard(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower is as per the norms, explained in this tender document.

Signature of Authorized Signatory:

Seal with Designation:

Place:

# **ANNEXURE 7 : CHECKLIST FOR SUBMISSION**

Sl. No.	Documents to be submitted	Submission Status (Yes/No)	Page Nos in the Bid
1.	EMD/ Bid Security (Range between 2-5% of the estimated value of the goods / services to be procured during the period of the contract, as per Bihar Financial Rules (BFR) of xx, xxx/- (xxxxx thousand rupees only), in the form of Demand Draft (DD) in favour of .....< Mention the name of the Medical College nad Hospital >, Payable at..... (Mention the name of the district).		
2.	Proposal Forms as per tender		
3.	Copy of the Certificate of Incorporation issued by the Registrar of Companies or certificate issued by appropriate authorities as applicable for others (i.e. Company / Proprietorship / society / Trust)		
4.	Copy of the license in accordance with the Bihar Private Securities Agencies (Regulation). Act, 2015 in the State or at least the concerned district (as per section 4 & 7 of the Private Security Regulation ACT (PSRA), 2005, Gol).		
5.	Audited Balance sheet and (a) Statement of Profit & Loss Account (if the bidder is registered under Companies ACT) Or Income and expenditure account (if the bidder is registered under Societies and Trusts Act) Or Profit & Loss account and Income Tax Returns (if the bidder is Proprietorship firm), for each of the financial years (FY), as mentioned below:		
4.1	FY 2018-19		
4.2	FY 2019-20		
4.3	FY 2020-21		
6	The bidder must have experience of providing minimum ..... < mention the count of manpower required by the Medical College and Hospitals > security guards (Armed/unarmed) & other semi-skilled/highly skilled manpower to Government (Central or State) Section / PSU or private sector annually, in each of the last three financial years (FY) (2018-19, 2019-20 and 2020-21)		
7.1	PAN Card		
7.2	GST registration Certificate		
7.3	ESI registration Certificate		
7.4	EPF registration certificate		
7.5.1	Income Tax Returns (ITR) of AY 2018-19		
7.5.2	Income Tax Returns (ITR) of AY 2019-20		
7.5.3	Income Tax Returns (ITR) of AY 2020-21		
8.	Affidavit Sworn before notary stating that Agency / Bidders is not blacklisted / banned / declared ineligible by any entity of any State Government or Govt. of India or any Local Self-Government body or Public undertaking in India for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any		

Sl.no	Documents to be submitted	Submission Status (Yes/No)	Page Nos in the bid
	other unethical business practices or for any other reason during the past 3 years, from the last date of submission of bids/tender.		
9.	Power of Attorney (POA) in favour of signatory of Tender Documents, as per the format mentioned		

Signature of Authorized Signatory:

Seal with Designation:

Place:

Date:

**(For Medical College and Hospital Use Only) – to be filled during opening of applications**

Verified the above-mentioned documents and found them to be in order at respective page nos. except those as under

1.

2.

Signature of Authorized Signatory:

Designation:

Place and Date



ANNEXURE 8: RESERVATION POLICY

पत्रांक-23/आउटसोर्सिंग-01/2017, सा.प्र. 4556/

बिहार सरकार  
सामान्य प्रशासन विभाग

प्रेषक:

शिवमहादेव प्रसाद,  
सरकार के अवर सचिव।

सेवा में,

सभी प्रधान सचिव/सचिव।  
सभी प्रमण्डलीय आयुक्त।  
सभी जिला पदाधिकारी।  
सचिव, बिहार लोक सेवा आयोग, पटना।  
सचिव, बिहार कर्मचारी धन आयोग, पटना।  
परीक्षा नियंत्रक, बिहार संयुक्त प्रवेश प्रतियोगिता परीक्षा पर्वद, पटना।  
सचिव, केन्द्रीय धन पद (सिपाही भर्ती), पटना।  
सदस्य सचिव, पिछड़े वर्गों के लिए राज्य आयोग, बिहार, पटना।  
सचिव, अति पिछड़े वर्गों के लिए राज्य आयोग, बिहार, पटना।

विषय:- आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण लागू करने के संबंध में। पटना-15, दिनांक 17.11.17

महोदय,

निदेशानुसार उपर्युक्त विषय के संबंध में कहना है कि सामान्य प्रशासन विभाग, बिहार, पटना के संकल्प संख्या-13876 दिनांक-03.11.2017 (छायाप्रति संलग्न) द्वारा आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण का प्रावधान लागू करने का निर्णय लिया गया है।

सम्प्रति सभी विभागों में आउट सोर्सिंग के तहत कर्मी कार्यरत हैं, जिनके संबंध में आरक्षण विषयक कोई लेखा-जोखा नहीं है, इसलिए सामान्य प्रशासन विभाग, बिहार, पटना के स्तर पर आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण के संबंध में ओकडे संचालित करने का निर्णय लिया गया है।

अतः अनुरोध है कि अपने-अपने विभागों/कार्यालयों में कार्यरत यथा भविष्य में आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली आरक्षण कोटिदार कर्मियों के सदर्थ में सूचना सामान्य प्रशासन विभाग, बिहार, पटना को उपलब्ध कराने की कृपा की जाये। साथ ही आउट सोर्सिंग के तहत कर्मियों को प्राप्त करते समय इस आशय का प्रमाण-पत्र देना सुनिश्चित किया जाय कि इसमें आरक्षण के प्रावधानों का पालन किया गया है।

अनु:- यथोक्त।

विश्वासमाजन,

16.11.17  
(शिवमहादेव प्रसाद)  
सरकार के अवर सचिव।