

SECTION 1: INSTRUCTIONS TO BIDDER (ITB)

1. Before preparing the tender and submitting the same to the Medical College, the bidder should read and examine all the terms & conditions, instruction, 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 (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 Annexure 6. The GST if applicable shall be paid by the Medical College, 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 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 purposed 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 Medical College 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 www.darbhangamedicalcollege.com
8. Such an amendment will be notified on www.darbhangamedicalcollege.com and the same shall be binding to all prospective bidders. No separate communication shall be made to any individual bidders and the Medical College shall not be responsible in any manner if prospective Bidders miss any notification placed on above mentioned website.
9. The tender shall be accompanied by Earnest Money Deposit(EMD) of Rs. 1,00,000=00 (One lakh), in the shape of Demand Draft (DD) from any schedule Bank in Favour of Principal, Darbhanga Medical College, Laheriasarai payable at Darbhanga. It may be noted that no bidder is exempt from deposit of EMD. Tenders 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 under Companies Act, 1956/2013 or Indian Societies Registration Act 1860 or Indian Trusts Act 1882 or Bihar Shops and Establishment Act 1953, to fulfil the eligibility & qualification criteria specified hereunder. (The bidder can't be an individual or group of individuals & consortium)

SI No.	Eligibility Criteria for Firm/Agency	Mandatory documents(s)
1	The Bidder should be established firm registered under companies Act 1956/2013 or Indian Societies Registration Act 1860 or Indian Trusts Act 1882 or Bihar Shops and Establishment Act 1953 and should have been in operation during last 3 years, as on 20.11.2019.	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 1953.
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 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.)
		Audited Balance sheet and a) Statement of Profit & Loss Account (if

3	The Bidder must have average annual turnover of not less than INR one crore in last three financial years FY 2017-18, 2018-19 and 2019-2020, as evidenced by the audited accounts of the company.	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 year (FY) 2017-18, 2018-19 & 2019-2020.	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 mentioned 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 year (FY) 2016-17, 2017-18 & 2018-2019. (iii) GST Registration Certificate (iv) EPF & ESI registration certificate	Self-attested copies of; • Bidder's PAN Card • Copy of income Tax Return (ITR) for last three year (FY) 2016-17, 2017-18 & 2018-19. • Copy of GST Registration Certificate • EPF & ESI registration certificate.
	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	Affidavit sworn before Public Notary/Executive Magistrate as per Annexure-3.

6	<p>any other unethical business practices or for any other reason as on the date for submission of bidding document, and</p> <p>(ii) The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU</p>	
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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(L1) monthly minimum service charges per security guard(Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower per month, as per least cost selection (LCS), will be selected bidder/agency for , Darbhanga Medical College, Laheriasarai, Darbhanga, Bihar.

5. The selected agency(s) or bidder(s) will need to sign a contract/agreement floated from this NIT with the Medical College, where it has been awarded as the L1 bidder, within 21 days with the Medical College, from the day of issue of the Letter of Intent (LoI).

6. In case, of a tie, the Medical College 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 and Hospital shall break the tie based on turnover.

Turnover: Bidder with higher average annual turnover of last 3 financial years (FY), i.e. 2017-18, 2018-19 and 2019-20.

7. In case, the L1 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 with L2, and then L3,... (in this order) responsive bidders with their consent to enter into an agreement with the Medical College, for providing security guards(Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower in Medical College, under the jurisdiction of Darbhanga Medical College, Laheriasarai, Darbhanga, Bihar, at L1 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 guards(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower in Darbhanga Medical College, Laheriasarai in the State of Bihar. The outer as well as inner envelopes should have complete address of bidder.

2. The 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, ESI & EPF registration certificate, along with Income Tax returns(ITR) as mentioned in the tender document.

2.5 Earnest Money Deposit (EMD), Rs. 1,00,000=00 (One lakh) in the shape of Demand Draft (DD) from any schedule Bank in Favour of Principal, Darbhanga Medical College, Laheriasarai payable at Darbhanga.

2.6 Original tender documents 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 Trust 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) 2016-17, 2017-18 and 2018-19.

2.8 Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY) i.e. 2016-17, 2017-18 and 2018-19.

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 certificate should clearly mention the nature of work.

2.12 Checklists 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 Medical College, as per the timelines 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 Medical College, the tenders will be opened at the appointed time in the Medical College on the next working day.

4. Authorised 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 a 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 per months.

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 Annexure 6.

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 per Annexure 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 be considered.

11. The price offered, in the Financial Bid, as per Annexure 6, by the bidder/agency shall be valid for the entire contract period/extended period.

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 contract period.

13. The agency submitting his bid would be deemed to have considered and accepted all the terms and conditions. No enquires, verbal or written shall be entertained in respect of acceptance or rejection of the bids.

14. Notwithstanding anything contained in clause 7 of the Notice Inviting Tender (NIT), the Medical College reserved the right to cancel/reject full or any part of the tender, without assigning any reason.

1. Any action on the part of the bidder to influence anybody of Medical College will make his bid

liable for rejection.

2. Medical College may, 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 Medical College.

3. Medical College 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 fails to comply with the terms of the order including specifications and other requirements;

(b) the Agency fail to provide services of security guards(Armed and un-armed) & other Semi-skilled/skilled/highly skilled manpower in the Medical College on time.

15. The services of the security guard(s) (Armed & un-armed) and other semi-silled/skilled/highly skilled manpower, provided by the successful bidder, in the Medical College, shall be strictly in accordance with specifications stated any alterations of those conditions shall not be made without consent of Medical College in writing. Any unauthorized deviation from the quality of the goods as 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.

SECTION 4: TERMS AND CONDITIONS.

(A) EARNEST MONEY DEPOSITE (EMD)

a) The tender shall be accompanied by Earnest Money Deposit(EMD) of Rs. 1,00,000=00 (One lakh), in the shape of Demand Draft (DD) from any schedule Bank in Favour of Principal, Darbhanga Medical College, Laheriasarai payable at Darbhanga. It may be noted that no bidder is exempt from deposit of EMD. Tenders 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 prejudice to other rights of the Medical College, if the bidder withdraws or amends its tender or impair 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 from time to time;

d. In the case of selected Bidder, if it fails within the specified time limit:

i. to sign the contract and/ or

e. to furnish the performance Security(PS) within the period prescribed in the letter of Intent (LoI)

(B) 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

(ii) Have the minimum qualifications as mentioned below:

Category	Minimum Qualifications
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 qualification as per related skilled/highly skilled job, as per the requirement.

2. The deployment of semi-skilled/skilled and highly skilled manpower will be as per the need of the Medical College and their job descriptions will be communicated by the concerned Medical College to the agency. Other, job descriptions except those, which are exclusively implied for security guards, as mentioned in this tender document, will also be applicable for semi-skilled/skilled and highly skilled manpower as required.

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

(i) Checking and verifying the entry/exit of personnel, baggage, materials, vehicles etc., controlling the parking of the vehicle in proper order.

(ii) Monitoring 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 banner/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 marshalling and parking of staff/ visitors 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 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 and 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 (d). 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 College 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 worker (wherever required)

d) Movement (entry/exit) registers 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 and Hospital.

5. The selected agency should allocate at least 1(one) Relationship Manager for the concerned Medical College 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) & other semi-skilled/skilled/highly skilled manpower. The relationship Manager shall visit the premises of the Medical College to review the service rendered and ensure the security guards (armed or un-armed) on duty are alert, vigilant, and record observations and should apprise the same to concerned officials of the Medical College and submit the report of the same, to concerned officer(s) in the Medical College (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 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 guards(s) (Armed & un-armed).
8. Generally, in an establishment, there shall be 3- shifts 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. The uniform should not have any resemblance with any uniform used by Armed forces/para-military or police.
10. The agency shall provide weekly off/Holidays to its security guards(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower, 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 guards(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 guards(s) (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower shall at all times, be polite, courteous, respectful and responsive to customers, clients, visitors, officers, employees, 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 registrations(s) licenses as per legal/ regulatory requirement 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 employees or in respect of any claims made by the Agency's employees against the Medical College.
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, of birth, permanent address, photograph etc., for

approval, to the Medical College. The security guard(s) semi-skilled/skilled./highly skilled manpower shall not be replace, 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 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 officers(s) of the Medical College, if a particular guard is found negligent/sleeping/drunk on duty, the agency will have to withdraw the guard form the establishment, forthwith and suitable penalty will be imposed by the Medical College 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 & socks, 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) semi-skilled/skilled/highly skilled manpower, 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) semi-skilled/skilled/highly skilled manpower shall not any time do, cause or permit any nuisance at the site/ do anything which shall cause unnecessary disturbances or inconvenience of the occupants/visitors in or near the Medical College.

22.The agency shall be responsible for all acts by security guard(s) semi-skilled/skilled/highly skilled manpower engaged by it and for maintenance of proper discipline by his security guard(s) semi-skilled/skilled/ highly skilled manpower at the premises of the Medical College. Any act of indiscipline/ misconduct/ theft/ pilferage on the part of any security guard(s) 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) semi-skilled/skilled/highly skilled manpower 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 reserves the right to compute the damage in terms of money and to deduct the money from the bill or 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 law applicable to the security guard(s) (Armed & un-armed) and other semi-skilled/skilled/highly skilled manpower which shall be sole responsibility of the agency and the agency alone shall be the employer of such personnel.

27. The antecedents of the security guard(s) semi-skilled/skilled/ highly skilled manpower, 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, independent and the agency shall provide full co-operation, if Medical College choose to conduct such independent verification.

28. Insurance and accident risks of the security guards(s) semi-skilled/skilled/highly skilled manpower 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 guards(s) 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) semi-skilled/skilled/highly skilled manpower in the government healthcare facilities and health department office and opening of ESI and EPF account for each security guard(s) 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 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) semi-skilled/skilled/ highly skilled manpower, 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 and other semi I 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) semi-skilled/skilled/highly skilled manpower 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 performances of this contract.

36.If any security guard(s) semi-skilled/skilled/highly skilled manpower in a government healthcare facility or health department offices is not found fit for the work, Medical College, shall communicated 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 Government shall be deducted as per prescribed rated 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, be paid by the bidder /agency as applicable.

40.An estimated number of security guard(s) will be required in the Hospital, is mentioned below:

Category	Count(N)
1.Semi-skilled manpower	60-70
2. Skilled manpower	40-50
3. Highly skilled manpower (includes Armed and un-armed security guards)	20-30

The number of security guard(s) semi-skilled/skilled/highly skilled manpower mentioned, is provisional and the number 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) semi-skilled/skilled/highly skilled manpower 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 the financial bid quoted by the bidder/agency, mentioned in **Annexure 6**.

42.The Medical College will not entertain any dispute between the security guard(s) semi-skilled/skilled/highly skilled manpower 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 guard(s) semi-skilled/skilled/highly skilled manpower. 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 guard(s) semi-skilled/skilled/ highly skilled manpower, 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 guard(s) semi-skilled/skilled/highly skilled manpower 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 17th November, 2017, and would be required to submit a certificate to this effect to the Medical College. **(Refer: Annexure 8).**

(C) PROJECT DURATION

The tenure of the hiring of services for security guard(s) semi-skilled/skilled/highly skilled manpower is for 1 year, which may be extended or 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.5,00,000/- (Five Lakh) in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Principal, Darbhanga Medical College, Laheriasarai, Darbhanga. The Bank guarantee shall be as per proforma 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 violated 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 the contract may also be cancelled/terminated. Further, the

agency will be blacklisted for a reasonable period as decided by Medical College.

(F) START OF THE SERVICE

(i) The service provider shall recruit and depute the security guard(s) semi-skilled/skilled/highly skilled manpower 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) & other semi-skilled/skilled/highly skilled manpower.

(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 bidder with their consent to enter into an agreement with the Medical College, for providing services of security guard(s) semi-skilled/skilled/highly skilled manpower in Government Healthcare Facilities and health department offices, at L1 rate in the district.

(G) PERFORMANCE REVIEW, 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 identified Key Performance Indicators (KPIs). The applicable penalty will be deducted from monthly invoice.

Sno	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) & other semi-skilled/skilled/highly skilled manpower
2	Failure in replacement of security guard(s) semi-skilled/skilled/highly skilled manpower in the concerned government healthcare facility or health department office beyond 7 days	Rs 500 per day of delay per security guard (Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower
3	Not maintaining register (s) daily, as required	Rs. 100 per day as required per security guard

(H) PAYMENTS

(i) The payment will be made on monthly basis to 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(s) semi-skilled/skilled/highly skilled manpower, provided by the agency.

(ii) The service provider will raise its invoices (as per prescribed under GST Act 2017) on completion of service during the month and the invoices must be submitted to Medical College, till 7th day of the next month, along with supporting documents. 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 payment will be made through PFMS/CFMS or any other mode as directed by the Medical College, by 20th of the month, after necessary verifications & deducting penalties (if any). In case the payment is delayed in document verification, beyond 20th of the month, after receipt of claims with relevant documentary evidences accepted by the concerned officials, 70 % of the payment shall be released on 21st 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.

(v) The agency will have to submit evidence of payment of salary guard (s) semi-skilled/skilled/highly skilled manpower, 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 Armed & un-armed) & other semi-skilled/skilled/highly skilled manpower is as per the norms, explained in this tender document .

(I) SUB CONTACTS

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 (Medical College and the agency) shall constitute the entire contract between the parties (Medical College and the agency) 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 (Lol) 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, fails to perform service as specified in the present contract or any other contractual obligations within the time period specified in the contract and 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 INSOVENCY

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 Colleges may forfeit the performance security.

(M) TERMINATION BY MUTUAL CONSENT

In the event the Medical College & bidder or agency mutually agrees to the 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.

(F) FRAUD AND CORRUPT PRACTICES

a) The Bidders and their respective officers, employee, agents 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 practices, coercive practice, undesirable parties 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 period of 2 (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 may be.

c) For the purpose of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

i. **"Corrupt practice"** means (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 indirectly, any official of the Medical College who is or has been associated in any manner, directly of the Medical College who is or has been associated in any manner directly or indirectly, with the bidding Process.

ii. **"Fraudulent practice"** means a misrepresentation or facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process; 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 persons property to influence any person's participation or action in the bidding Process;

iv. **"Undesirable practice" means** (i) establishing contact with any person connected with or employed or engaged by the Medical College 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"** means 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.

(O) Intellectual Property Rights

The bidder/agency shall, at all times, indemnify and keep indemnified the Medical College, are free of cost, against all claims which may arise in respect of goods & service 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 alleged 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.

(Q) 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 notice will be addresses as incorporated in the contract between the Medical College 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 Darbhanga only.

(S) Application laws

The contract shall be governed by and interpreted in accordance with the laws of India for the

time being in force.

Principal
Darbhanga Medical College
Laheriasarai