

(An Institute of National Importance under Govt.of India)
Phone—(91)0471—2443152 Fax—(91)0471—2446433, 2550728
Email-sct@sctimst.ac.in Web site—www.sctimst.ac.in

P&A.II/54/1/SG/SCTIMST/2017

Dtd.03.02.2017

# TENDER NOTICE-OUTSOURCING OF SECURITY SERVICES-TWO BID (TECHNICAL/COMMERCIAL)

Sealed Quotations are invited under two bid system from reputed Agencies/Firms with ISO 9001-2008 certificate and having capacity to provide the required number of uniformed trained manpower for 24/7 security services for a period of one year for the Hospital Wing and BMT Wing of the Institute. The agency/firm should have valid Registration Certificate including registration with the Regional Labour Commissioner, EPF, ESI, Service Tax Registration and PAN Card, up to date VAT Clearance Certificate etc.

The sealed Quotation should be submitted in the prescribed form enclosing the required documents mentioned above, cost of the tender documents (Rs.525/-) and EMD of Rupees One Lakh (Rs.1,00,000/-) remitted by way of Demand Draft drawn in favour of Director SCTIMST, payable at Trivandrum.

The sealed quotations should be super scribed with Tender name "Quotation for Security Services at SCTIMST, (Hospital Wing & Biomedical Technology Wing.)" and tender No.P&A.II/54/1/SG/SCTIMST/2017 dated 03/02/2017 and addressed to: "The Director, SCTIMST, Medical College P.O., Trivandrum-11".

The details of documents that can be downloaded on the key dates are given below:

Documents	Website
Tender Documents	www.sctimst.ac.in/tenders
Technical Bid (Annexure -I),& Commercial	&http://eprocure.gov.in
Bid (Annexure-II)	

#### Other details

Tender Stage	Start Date & Time	Closure Date & Time
Downloading of	07/02/2017 at 01.00pm	04/03/2017 at 2.00pm
Tender Documents		
Bid Submission	07/02/2017 at 01.00 pm	04/03/2017 at 2.00pm
Technical/Commercial		
Opening of Tender	04/03/2017 at 3.00pm	

#### **Preparation & Submission of Tender**

The tender should be submitted in two parts i.e. Technical Bid and Commercial Bid. The Technical Bid and the Commercial Bid should be sealed by the bidder in two separate covers "Technical Bid for Outsourcing of Security Services" and "Commercial Bid for Outsourcing of Security Services". Both Sealed Envelopes should be kept in a main/ bigger envelope super-

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scribed as "Quotation for Security Services in SCTIMST". Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

<u>Note:</u> The rate should be quoted on eight hourly basis. The Contractor should have a minimum experience of three years in the field and have sufficient manpower (Ex-service men) for undertaking the security work. A list of clients in proof along with certificates of satisfactory performance (security services only) for three years should be attached. The general conditions relating to this work and the details of areas for Security Guarding could be obtained along with the tender documents.

The rate alone will not be the qualifying factor for selection. Experience of the agency, proficiency in the field, stability of the agency/firm etc. will also be taken into consideration. Those who wish to visit the site to assess the work can do so on any working day between 10 am to 3 pm with the permission of the Security & Safety Officer of both the wings. Late tenders will be rejected.

The Director of the Institute reserves the right to reject all or any of the quotations without assigning any reason thereof.

For more details and Tender documents please see the website (www.sctimst.ac.in/tenders)

**DIRECTOR** 



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TERMS AND CONDITIONS OF TENDER FOR GUARDING SERVICES AT HOSPITAL

#### **PART I:**

Terms of Contract for providing Security Services at the Hospital Wing including Quarters Campus, AMC Hostel and Biomedical Technology Wing of the Institute.

WING AND BMT WING OF SCTIMST, THIRUVANANTHAPURAM

- a. The contract will be for a period of one year from the date of commencement.
- b. The contractor shall provide a security force of **Ex-service** personnel for each of an eight hour shift per day / night on all days and the Institute shall pay for the service per month per person as indicated in Annexure II.
- c. Applicants should have registered office / branch in Thiruvananthapuram.
- d. The bidder should have on its roll a minimum of 500 employees or above, in the agency and document proof along with ESI and EPF numbers should be attached.
- e. The bidder should have the experience of completion of security work in any of the Govt. Department/Autonomous Bodies/public sector Institutions/Local Bodies etc., with annual turnover of Rs.50 lakhs or above for the preceding three years along with the copies of work orders received.
- f. The contractor will be wholly responsible for safeguarding all the properties of the Institute viz., land, trees, building, furniture, machinery and equipments, computers, library and all other articles of the Institute including the records, documents etc. He shall also have effective check of the entry of unauthorized persons and intruder / trespassers into the Institute.
- g. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity. Selected bidders will be informed about the date and time for opening the Commercial Bids.
- h. Bid shall be valid for a minimum period of 90 days from the date of opening of the Technical Bid. A bid valid for a shorter period other than the above shall be rejected.
- i. No tenderers will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the agency/ firm would stand forfeited.

I/We agree to the above terms & conditions	
	(Signature of the Contractor with Seal)



- j. The Service Provider shall not be allowed to transfer, pledge, assign or sub contract its rights and liabilities under this contract to any other agency.
- k. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
- I. The successful tenderer will have to produce 18 months Bank Guarantee/Fixed deposit receipt for a sum of 10% of total annual cost of the work awarded from a scheduled bank in favour of DIRECTOR SCTIMST, Trivandrum, payable at SBT, Medical College branch, Trivandrum 11.
- m. The successful tenderer will have to deposit the Bank Guarantee and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited
- n. Each page of the tender documents and papers should be numbered signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the, SCTIMST Trivandrum. The Director, SCTIMST Trivandrum reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
- o. The Director, SCTIMST Trivandrum reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
- p. The Director, SCTIMST Trivandrum does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be rejected.

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#### PART II: OBLIGATIONS OF CONTRACTOR

- a. The Contractor will supply uniformed and trained personnel and will use its best endeavors to operate the services.
- b. The Security personnel supplied will be employees of the contractor and all statutory liabilities such as ESI, EPF, Bonus, and Gratuity etc will be paid for by him.
- c. Contractor will have insurance cover for his security personnel for personal accident and death while performing the duty at the Institute premises.
- d. Documentary proof of Security back ground/ capabilities of the applicants or details of security training undergone by the applicants or any one of the Directors of the company from the Govt. authorized agencies to be produced.
- e. The security personnel to be employed shall be trained by applicant and shall be able to handle the Fire fighting systems and equipments, if warranted.
- f. Regular training shall be imparted to all the personal deployed at site and the documentary proof has to be submitted to Security & Safety Officer at the time of submitting monthly bill.
- g. All Security Guards should be male. Female's staff should be posted only if specific request made by the Institute.
- h. The security agency shall maintain the records as suggested/prescribed by the Security& Safety Officer and as per rules in force.
- i. Adequate supervision will be provided by the firms to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- j. The contractor and his staff shall take proper and reasonable precautions to preserve from loss, deduction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person any of the properties or assets of the Institute under its control.
- k. In the event of any loss occurred to the Institute, as a result of any lapse on part of the contractor which will be established after a joint enquiry, the Institute can claim the same from the Contractor up to the value recovered from his current insurance or the actual loss whichever is higher.

1.	The security staff shall not accept any gratuity	or reward in any shape or form.
	I/We agree to the above terms & conditions	



- m. Under the terms of their employment agreement with the contractor the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly.
- n. He shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct the security arrangements, as per the directions enumerated herein and in accordance with such directions, which the Institute may from time to time and which have been mutually agreed upon between the two parties.
- o. The Institute shall have the right, without assigning any reason, to remove any personal engaged by the contractor, if considered to be undesirable.
- p. The contractor shall be responsible to look after all property and equipment of the Institute entrusted to him for discharge of the duties assigned him and under his control (reasonable wear and tear exempted.)
- q. The contractor shall furnish the Bio-data of the personnel posted by them in the Institute with identification cards with passport size photograph for each person to the Security & Safety Officer concerned of the Institute. Whenever there is change of personnel, advance information to that effect shall be given to the concerned Security & Safety officer of the Institute along with the Bio-data of the said personnel.
- r. It is the responsibility of the contractor to arrange the character and antecedents of the workforce engaged for duty. The character and antecedents shall be got verified through record check by the contractor at their own cost from the concerned Police authorities and submit the original report to SCTIMST.
- s. No security personnel shall perform double duty, In case they are found performing double duty or remain absent from duty penalty of triple the wages shall be recovered from the bill.
- t. The payment will be made on the 7<sup>th</sup> working day of the succeeding month, for which the contractor should submit their bill along with the proof of statutory remittances made for the previous month and salary slip of security staff engaged on the 3<sup>rd</sup> working day of the month.
- u. In case the service provider fails to comply with any statutory /Taxation liability under the appropriate law, and as a result, if SCTIMST is put under any loss/obligation, monetary or otherwise, SCTIMST will be entitled to get itself reimbursed either out of the outstanding bills or from the Security deposit to the extent of the loss or obligation in monetary forms.

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	(Signature of the Contractor with Seal



- v. The personnel of the security force engaged by the Contractor shall be the employees or members of the contractor. The contractor shall be solely responsible for the payment of salaries, other benefits, perks and other legal obligations, if any, in respect of the personnel engaged or deployed by him in the Institute.
- w. The agency/company shall pay wages directly to Security guards through bank and the details of payment may be submitted to the Finance & Accounts Division through Security & Safety Officer & Administration every month. It should be ensured that no amount by way of commission or otherwise is deducted and recovered from the wages.
- x. The contractor shall not engage persons below the age of 18 years and above the age of 55 years.
- y. The contractor shall ensure that no personnel engaged / deployed by him will engage in any type of activities prejudicial to the interest of the Institute.
- z. It shall be the responsibility of the Contractor to provide 4 sets of uniform approved by SCTIMST in a year, cane etc. that are necessary for the security personnel to perform their job. The security personnel will wear the uniform while on duty.
- aa. The contractor shall be responsible for replacement of persons deployed/engaged by him when falling ill or proceeding on leave on otherwise absent, under intimation to the Institute.
- bb. It shall be the responsibility of the Contractor to ensure maintenance of proper discipline of the persons engaged / deployed by him.
- cc. It is specifically understand that persons engaged / deployed or to be engaged / deployed for work undertaken to be done by the Contractor shall be preferably their members, that for statutory and for all other purposes, he shall be their employer and that he shall be responsible and liable for all statutory or other benefits and obligation which, the person engaged / deployed by him are entitled to under various legislations including the benefits under ESI Act, EPF Act, Minimum Wages Act, Employees Compensation Act, Bonus Act and Gratuity Act and all statutory payments like ESI, EPF etc. are regularly deducted from the salary of the Security Guards and remitted to the concerned authority and should submit the monthly returns to the EPF and ESI with respect to the personnel deployed to the Institute before the close of the succeeding month without fail by him. In case of any default, the contractor will solely be responsible for such lapses and pay the penalty, if any imposed by such authorities. If such lapses are noticed, the Institute will be at liberty to recover such dues from any payment due to the Contractor including the security deposit.

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- dd. The Contractor shall solely responsible for any theft, pilferage or misbehavior committed by any of the workforce while carrying out the Service (s).
- ee. The Contractor agrees that he will not use the Name/logos of SCTIMST in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of SCTIMST authorities.
- ff. The contractor agrees that he shall not claim any damages or compensation or reimbursement of any expenses which is incurred by him either by way of compensation to the workers engaged / deployed for the work in the Institute or otherwise and that necessary insurance coverage will be taken by him to them, in respect of any injury in the course and out of their work / employment.
- gg. There is no employee employer relationship between the Institute and the personnel engaged/deployed by the contractor and as such any misconduct by them on information given by the Institute shall be dealt with by him and action taken. Further such personnel as and when their conduct and work are found to be unsatisfactory, they are to be replaced with suitable hand immediately by the contractor as per direction of SCTIMST authorities.
- hh. If any overpayment is detected as a result of post audit, in the monthly bills submitted by the contractor, it shall be recovered by the Institute from the contractor.
- ii. All the personnel deployed by the contractor shall be medically fit and their antecedent is verified prior to the deployment in the Institute. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in hospital. The Institute reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the Institute on medical examination of such employees shall be borne and paid by the contractor
- jj. In case of termination of contract on its expiry or otherwise, the workforce engaged by the Contractor shall not be entitled to and shall have no claim whatsoever for any kind of employment in SCTIMST.
- kk. The Contractor shall be able to provide additional manpower if and when required by the Institute at the quoted rate.
- ll. Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory Rules/Acts applicable to SCTIMST.

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#### PART III: CLIENT'S OBLIGATIONS

a. The security personnel employed on this contract will carry out functions stipulated in this contract.

#### PART IV: PAYMENT

a. Payment by the Institute for the services provided here under shall be a fundamental obligation under the agreement. The rates at which the contract is awarded will be valid throughout the contract and on claims whatsoever on account of increases in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear any other expenses. However, if there is any downward revision of all the rates due to revision of govt. rates etc. or any other reasons, the same shall be passed on to the SCTIMST Trivandrum through appropriate reduction of the contracted rates. Further any upward revision of Minimum Wages by the concerned authority amount may be revised accordingly.

#### PART V: VARIATION

- a) The charges under this agreement are based on minimum wages (as per Govt. of Kerala order No.80/2010/LBR dated 2010 July 24), statutory levies and other charges quoted by the Contractor. However, the contractor shall ensure that the wages paid to the workforce shall not be less than the Minimum Wages fixed by the State Government. If there is increase in minimum wages and statutory levies, the Contractor has to prefer the claim accordingly with supporting documents. The revised DA/VDA and its contribution for ESI, EPF, Service tax etc., as per rules shall be paid when there is increase in minimum wages/VDA by more then 10%. No other change is acceptable.
- b) The contractor shall at his own cost comply with the provision of Labour laws, rules, orders and notifications issued whether by Central or State or Local authority as applicable to him or to this contract from time to time. These Acts and rules include the Minimum Wages Act 1948, the Workmen's Compensation Act 1923, the Payment of Gratuity Act 1972, the Payment of Bonus Act 1965, the Payment of Wages Act 1936, the Employees Provident Fund and Miscellaneous Provisions Act, 1952
  - c) The contractor will be required to pay minimum wages as prescribed under the minimum wages Act and service tax as per prevailing rules. The wages to be quoted as per the prevailing minimum wages as approved by state government. The applicant shall maintain proper record of deductions as required under the law/acts and prescribed by the labour enforcing authorities.

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#### PART VI: CONFIDENTIALITY

The contractor will endeavor that its staff shall not at any time, without the consent of the Institute in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by the Institute and shall not disclose to any person information relating to the affairs of the Institute. The clause does apply to information, which is or becomes public knowledge.

#### PART VII: DURATION

a. The period of this agreement shall be for twelve months from the date of commencement and may be extended further as decided by the Institute on the same terms and conditions set forth in this agreement. This agreement is liable to be terminated by giving two month prior notice by the Contractor. However, the Institute reserves the right to terminate the agreement without prior notice and without assigning any reasons for the same.

#### PART VIII- PENALTY CLAUSE

- a) In case of late attendance /absence/loitering during working hours by any personnel, the Institute reserve the right of reduction of wages amount equivalent or triple the amount from the bills payable. If the contractor fails to accomplish any part of the security work on any day, the Institute reserve the right of imposition of penalty not less than Rs. 5000/- per day. Furthermore, if the contractor fails to accomplish full or half part of the total security work requirement on any day, the Institute reserve the right of imposition of penalty not less than Rs. 50,000/- or double the charges per day whichever is higher.
- b) The contractor must continue to attend to the security needs of SCTIMST after the expiry of contract period and he will continue to work till alternative arrangement is made; otherwise the Security Deposit will be forfeited and the contract will be terminated.
- c) During the course of contract in the event of serious breach of this agreement or repeated negligence of duty by the contractor which he fails to remedy within one month from the date of receipt of written notice, the Institute can terminate this agreement immediately in writing.

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- d) The Contractor shall be bound by the details furnished by them to SCTIMST while submitting the tender or at any subsequent stage (s). In case any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the Terms and Conditions of the contract making the Service Provider liable for legal action besides termination of contract
- e) In case of breach of any terms and conditions attached to the contract, the Bank Guarantee of the contractor will be liable to be forfeited by SCTIMST Trivandrum besides annulment of the contract.

#### PART -IX: Applicable Law

- The contract shall be governed by the laws and procedures established by Govt. of India, and Govt. of Kerala within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum Trivandrum only.

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Date:

### SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES & TECHNOLOGY THIRUVANANTHAPURAM—695 011, INDIA.

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#### TENDER FORM FOR PROVIDING SECURITY SERVICES

1)	Name, address of Firm / Agency and	
	Telephone numbers.	
2)	Registration No. of the Firm/Agency	
3)	ISO Certification of the firm/agency	
4)	Name, Designation, Address and Telephone No. of	
	Authorized person of Firm/Agency to deal with	
5)	Please specify as to whether Tenderer is sole	
	Proprietor/Partnership firm. Name and Address	
	and Telephone No. of Directors/partners should	
	specified.	
6)	Whether the firm is blacklisted by any Govt.Dept o	r any
	Criminal case is registered against the firm or its ov	vner/
	Partners anywhere in India?(If Yes, details)	
7)	Copy of PAN card issued by Income Tax	
	Department And Copy of previous Financial Year's	3
	Income Tax Return	
8)	Provident Fund Account No.	
9)	ESI Number	
10)	License number under Contract Labour (R&A)Act.	
11)	List of clients indicating quantum of work orde	ers
12)	Details of Bid Security Deposit	
	a) Amount	
	b) FDR No.or DD No. or Bank Guarantee	
	In favour of	
	c) Date of issue:	
	d) Name of issuing authority	
13)	Any other information:	
14)	Declaration by the bidder:	
	This is to certify that I/We before sign understood all the terms and condition myself/ourselves abide by them.	gning this tender have read and fully ons contained herein and undertake

Name, Address, seal and signature of Contractor



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### ANNEXURE - I

### **Checklist For Technical Evaluation**

Sl No	Documents to be Submitted	Submitted	Not Submitted	Remarks
1.	DD for cost of Tender document			
2	DD for Earnest Money Deposit			
3	Copy of Registration certificate under central labour law authorities. Copy of valid labour license			
4	Audited Balance Sheet of last three years with details of annual turnover, profit & loss account etc.from Chartered Accountant			
5	Copy of Registration Certificate of EPF			
6	Copy of Registration Certificate of ESI			
7	ISO Certification of the firm			
8	Copy of Income Tax returns of the last three year.			
9	Self Attested Copy of Service Tax Registration with the details of last payment.			
10	Self Attested Copy of PAN/TAN Card			
11	List of clients indicating quantum of work orders			
12	Satisfactory completion of contract certificate from previous organizations.			
13	Copy of VAT clearance certificate			
14	Manpower on roll			
15	No. of Supervisory staff and Ex-Military personnel.			

Date:	Name, Address, seal and signature of Contractor
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### ANNEXURE - II

#### **COMMERCIAL BID**

I/We	,		
will p	provide our security personnel as per the terms and co	onditions exp	lained in the Tender
Notic	e, as quoted below:-		
Numl	per of persons required: At present 40 (BMT - 18, Hosp	pital – 22) app	prox.
S1 No	Particulars	Quoted	Remarks
No.	(Minimum wages per person per eight hour duty)	Amount	
1	Basic		
	DA		
	Mandatory /Statutory levies(Percentage wise under different heads)		
2	EPF @		
3	ESI @		
4	Bonus as per Bonus Act		
5	Other Charges (Overheads, Profit, Supervision,		
	Uniform etc)		
6	Total		
7	Service Tax @ of Total		
	TOTAL of 6+7		
	Grand Total (30 days in a month)		

Date:	Name, Address, seal and signature of Contracto
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### ANNEXURE-III

### **Summary Rejection Conditions**

Bidders should note that the bid shall be summarily rejected by the Institute if any of the following conditions are not followed.

- 1. If the rate quoted is lower than the minimum wages for the pertinent category of work.
- 2 Bid shall be valid for a minimum period of 90 days from the date of opening of the Technical Bid. A bid valid for a shorter period than the above shall be rejected.
- 3. If the bids are not sealed properly. Eg. Staple Bids
- 4. Conditional bids other than those specified in the Bid document.
- 5. Late and delayed tenders.
- 6. Fax and email Offers.
- 7. Canvassing in any form.

Note: If there is discrepancy between words and figures, the amount in words shall prevail