

संशोधित  
**AMENDMENT**

**TENDER FOR**  
**“PROVIDING SECURITY SERVICES”**

At  
**CIMS MEDICAL COLLEGE & HOSPITAL, Bilaspur**  
IN  
**CHHATTISGARH**

**SCHEDULE OF THE TENDER (Bid has to be submitted offline only):**

S. No/PUR/TENDER/2022-23/1291,

Bilaspur Date- 25/01/2023

S.No.	Description	Date & Time	Particulars
1.	Duration of Rate Contract		Two years from the date of Contract Agreement
2.	Date from which the Tender Form can be downloaded	Date: 28/01/2023 Time: 05.00 PM	<a href="http://www.cimsbilaspur.ac.in">www.cimsbilaspur.ac.in</a>
3.	Last Date & Time of purchase of Tender documents	Date: 04/03/2023 Time: 05:30 PM	-
4.	Last date and time for Submission of Tender documents by only registered/Speed post.	Date:- 15/03/2023 Time:- 03:00 PM	Venue: DEAN, Chhattisgarh Institute of Medical Science CIMS, Bilaspur Chhattisgarh
5.	Date & time of Tender Opening	Date:- 15/03/2023 Time:- 04:00 PM	Venue: DEAN, Chhattisgarh Institute of Medical Science CIMS, Bilaspur Chhattisgarh

\* In case the \* marked dates will be declared as holiday for any reason, the activity is carried out to next working day.

**Note: Agreement of L1 will be done after due approval of Administrative department.**

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## TENDER NOTICE

**“TENDER FOR PROVIDING SECURITY SERVICES AT  
CIMS MEDICAL COLLEGE & HOSPITAL, Bilaspur  
IN  
CHHATTISGARH**

Tenders are invited under two-bid system from reputed and experienced Agencies on behalf of the Dean, Chhattisgarh Institute of Medical Science, Bilaspur Chhattisgarh for providing Security Services at the premises of 'CIMS Medical College & CIMS Hospital Bilaspur. C.G.

The interested agencies are required to submit the technical and financial bid separately. The EMD in the form of Demand Draft must be submitted manually to DEAN, Chhattisgarh Institute of Medical Science CIMS, Bilaspur C.G.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website [www.cimsbilaspur.ac.in](http://www.cimsbilaspur.ac.in).

Any future clarification and/or corrigendum(s) shall be communicated through Purchase Committee of DEAN, Chhattisgarh Institute Of Medical Science Bilaspur Chhattisgarh.

DEAN  
Chhattisgarh Institute of  
Medical Science CIMS, Bilaspur C.G.

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## INDEX

<b>Chapter 1: Instructions to Bidder</b>	<b>4-11</b>
<b>Chapter2: Eligibility of Bidder/Prequalification Criteria/Technical Bid</b>	<b>12</b>
<b>Chapter3: Conditions of Contract</b>	<b>13-20</b>
<b>Chapter4: Price Schedule/Price Bid</b>	<b>21</b>
<b>Chapter5: Contract/Agreement Form</b>	<b>22-23</b>
<b>Chapter6: Annexure</b>	<b>24-26</b>

### Chapter 1: Instruction to Bidder

1. EMD	5
2. Clarification of Biding document	5
3. Amendment in bidding document	5-6
4. No. of Proposals	6
5. Tender Process	6-8
6. Award of contract	8-9
7. Performance Security	9
8. Other Important instructions	9-10

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## EARNEST MONEY DEPOSIT (EMD)

1. EMD acts as a safeguard against bidder's withdrawing/altering its bid during the bid validity period. EMD (or Bid Security) is must all bidders except for those holding EMD exemption Certificate from competent authority of State/Central Government. However the bidder needs to provide sufficient documentary evidence in support of the exemption along with the tender document to avail the same.
2. EMD shall be paid by way of demand draft (D.D.) in the name of DEAN, Chhattisgarh Institute of Medical Science (CIMS), Bilaspur Chhattisgarh. The EMD shall be submitted offline along with technical documents.
3. EMD must be submitted manually before the last date of bid submission. All other desired documents in original should be presented for verification as and when required.
4. The Bid Security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract within 1 month.
5. The EMD submitted by the successful bidder should be returned without any interest after the successful bidder deposits the performance security according to conditions stipulated in the bid document.
6. The bidder shall pay Bid Security (EMD) as per Annexure "A" EMD will be forfeited if.
  - A. If the bidder withdraws from the bid in any respect within the period of validity of the bid.
  - B. If any document/ information provided by the bidder in support of its eligibility is proved to be false or forged then EMD may be forfeited.
  - C. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
7. Without EMD, bidder will not be consider for further process/rejected. (Except bidder submitted document & Eligible for exemption of EMD)

### Clarification of bidding document

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Bids.

Tender inviting authority reserves the right to take decision on nature and extend of amendments.

### Amendment in bidding document

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment. All such amendments will be made available on tender website.

In order to allow prospective bidders reasonable time in which to take the amendment into Account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

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**Brief scope of work:-**

The contractor should provide security services round the clock to safe guard movable, immovable properties belongings of the staff patients and their attendants of the college.

**Tender Process**

The tender process will be of 2 cover system, consisting:

Cover – A: EMD, Technical Bid

Cover – B: Price Bid

**Cover A-**

In separate folder named as "Technical Bid"

1	Name & Address of the tenderer/Organization/Agency with phone number, email and name telephone/mobile number of contact person.																						
2	Experience of having successfully completed/Executing similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following. Three similar completed works costing not less than the amount equal to 40% of the estimated cost (approximately 3.5 crore) OR Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR One similar completed works costing not less than the amount equal to 80% of the estimated cost Definition of "similar work" is the work related with the security services preferably related with hospital & medical college.	Submit relevant documents.																					
3	Experience in the work of providing Security Services. Particular of experience (attach certificate, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/ or on hand during last 7 years along with a certificate from the organization where the job was carried out.	In following format																					
	<table border="1"><thead><tr><th>SI No.</th><th>Name of Organization with complete address and telephone numbers to whom services provide</th><th>From</th><th>To</th><th>Total Contract period (in Yr./Months)</th><th>Total contract amount (in Rs.)</th><th>Reason for termination</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>	SI No.	Name of Organization with complete address and telephone numbers to whom services provide	From	To	Total Contract period (in Yr./Months)	Total contract amount (in Rs.)	Reason for termination															
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4	Undertaking of the agency confirming the availability of the adequate manpower of required qualification and experience for deployment in Medical Colleges.	please attached declaration as Annexure 'B'																					
5	Set-up of your Agency, clearly indicating details of managerial, supervisory and other staff-																						

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(a)	Is the establishment registered with the Government; please give details with document/evidence.	
(b)	Do you have Live Labour license. Please provide details and attach a copy.	
6	Please give EPF No: ESI Code:	Please submit copy of the relevant document.
7	a. Are you governed by minimum wages rules of the Govt. of C.G.? b. The agency besides providing security services should be capable of monitoring Traffic safety, Parking and Tress passing.	please attached declaration as Annexure 'B'
8	Please attach copy of last 3 years of Income Tax Return	
9	The bidder should have an office in Bilaspur chhattisgarh, if yes please provide office address. If not then, give undertaking on firm's letter head that an office should be opened in Bilaspur within 30 days of the award of work.	Submit relevant documents.
10	Having minimum annual average turnover/ total turnover in last 3 years (FY 2019-20, 2020-21 & 2021-22) should be as per Annexure "A" .	Submit relevant documents.
11	PAN No (Please attach copy)	
12	Registration under PSARA (Private Security Agency REgulation Act)	Submit copy
13	Trade License No/Gumashta under shop establishment act	(Please attach copy)
14	Service Tax Registration No/ GST Registration in Chhattisgarh	(Please attach copy)
15	Acceptances of terms & condition attached (Yes/No). Please sign each page of tender document.	As per Annexure "C"
16	Power of Attorney / authorization for signing the bid documents	
17	Please submit an undertaking that no case is pending with the police against the proprietor/firm/partner or the company (Agency). In addition to that the firm/agency is presently not blacklisted by any State Govt. / Union Territory / Govt. of India / Govt. organization / Govt. Health Institutions. (Rupees. 100 stamp paper notarized )	As per Annexure "C"
18	Details of the bid security (EMD)	
19	Kindly mention the total number of pages in the tender document. with credentials attached	
20	ISO 9001:2015 / ISO 14001 / ISO 18001 /ISO 26000/ ISO 27001/ any other ISO equivalent certificate	Submit relevant documents.
21	Must have the own training center or facility to train the guards by other agency (Certificate indicating that the agency is presently providing training facility to guards of the tenderer)	Submit relevant documents.
22	Registration with NSIC/MSME development scheme (EMD exemption).	Submit relevant documents.

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## Cover – B, Price Bid

- a. The Final price to the purchaser with break up as price bid format.
- b. The bidder should consider all mandatory statutory payment e.g. PF, ESIC etc. in the price bid including other administration and operational cost/charge, which should be justifiable.
- c. Price bid (of qualified bidder) will be opened only for those bidders that deemed satisfactory and responsive during technical bid (Cover A).

## Award of contract-

### Award Criteria

Purchaser shall award the Contract to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid subject to the bidder agrees to all terms and condition of the tender.

*Note: No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.*

### Purchaser's right to accept any bid and to reject any or all bids:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

### Issue of notification of award

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by e-mail or by cable or Post. The bidder shall within 15 days of issue of the Notification of Award, give his acceptance along with agreement document & in conformity with the bid document. In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited

### Performance Security

As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 3 % (Three) of Annual Contract value towards Performance Security Deposit in the form of D.D. in the Favour of DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur drawn on any Scheduled Bank and payable at Bilaspur. Performance security is to be furnished within 30 days from release of Purchase order. Performance security (Bank D.D.) shall be for a period of 60 days beyond from the contractual obligation.

In case of breach of contract by the supplier, the performance security is to be forfeited. If the supplier duly performs and completes the contract in all respect, the performance security shall be returned to the supplier without any interest, on completion of all such obligations under the contract.



## Other Important instructions

- 1- All the Bid documents should be duly signed by the bidder
- 2- The purchaser shall have all rights to modify, addition, subtraction of any term(s) and condition(s) of the tender and different bids therein during any time of tender process, which shall be communicated to the bidder.
- 3- The selection of Bidders shall be carried out through tendering process. Proposal/Bids are to be submitted offline.
- 4- Document may be downloaded from the website:-[www.cimsbilaspur.ac.in](http://www.cimsbilaspur.ac.in)
- 5- The bidders shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.
- 6- The initial period of contract shall be for Two years which may be extended for a period of 1 year for maximum of two terms by mutual agreement depending on performance of the Agency and at discretion of the Head of the Institutions DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur.
- 7- Bidders are advised and required to go through the guidelines regarding filling and submission of tender documents which can be downloaded from [www.cimsbilaspur.ac.in](http://www.cimsbilaspur.ac.in)
- 8- DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, Chhattisgarh will be the final authority for any changes in tender terms.
- 9- All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
- 10- A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
- 11- The bid shall be valid and open for acceptance of the competent authority for a period of 270 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
- 12- To assist in the analysis, evaluation and computation of the bids, the competent authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- 13- After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act.
- 14- The quoted rates shall not be less than the minimum wages of Govt. of Chhattisgarh and shall include all statutory obligations. The rate quoted should be consolidated with Employer EPF contribution, ESI contribution, GST etc.

### Blacklisting:

- i. The Bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the Bid; bid security Deposit of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not Less than 2 years. The firm will also be liable for Legal action depending on the facts & circumstances of the case.

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ii. The successful Bidder after declare L1 Bidder or after entering into an agreement withdraw or fail to honour commitments as per Bid conditions, Performance Security of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not Less than 2 years.

## **Chapter 2: Eligibility of Bidder for Technical Bid**

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (such as Private Security Agencies Regulation Act 2005) etc. as per law valid at the time of Tender.
2. Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following-  
Three similar completed works costing not less than the amount equal to 40% of the estimated cost  
OR  
Two similar completed works costing not less than the amount equal to 50% of the estimated cost  
OR  
One similar completed works costing not less than the amount equal to 80% of the estimated cost  
Definition of "similar work" is the work related with the security services preferably related with hospital & medical college.
3. There should be no case pending with the police against the Proprietor / Firm / partner or the Company (Agency).
4. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - a) PF Registration:
  - b) ESI Registration:
  - c) Service Tax/GST Registration:
  - d) Valid Labour License
5. Bidder must have license under Private Security Agency Regulation Act 2005 (PSARA) from Chhattisgarh state.
6. ISO 9001:2015 / ISO 14001 / ISO 18001 /ISO 26000/ ISO 27001 any other ISO equivalent certification.
7. Tenderer must have the own training center or facility to train the guards by other training agency (Certificate indicating that the agency is presently providing training facility to guards of the tenderer)
8. The agency besides providing security services should be capable of monitoring Traffic safety, Parking and Tress passing.
9. Valid labour licenses issued by concerned department of Government.
10. Current Bank Solvency certificate issued within one year from the date of tender amount rupees 2 crores.
11. Bidders turn over should be ro 1 Crore in last 3 years.
12. If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, shall be at liberty to recover losses, if any, from the Security Deposit/EMD of the bidder.
13. Bidder should have experience of at least 3 years in last 7 years in more than 300 baded hospitals.

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## Chapter 3: Conditions of Contract

<i>A -General Terms &amp; Conditions:</i>	<i>13-15</i>
Use of contract document & information	13
Liquidated damage	13
Penalties	13
Force majeure	13
Clause for termination of contract	14
Resolution of Dispute	14
Governing language	14
Contract agreement	14
Payments	14
Compliance with laws	15
Governing law and jurisdiction	15
Severability	15
Modification	15
Variations	15
<i>B. Special Terms &amp; Conditions</i>	<i>16-19</i>

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## A. General terms & conditions:

### 1- Use of contract document & information

The Service Provider shall not, without the tendering authority prior written consent, disclose the Contract, or any provision thereof, or any information furnished by tendering authority in connection therewith, to any person other than a person employed by the Service provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

### 2- Liquidated Damage

The Service Provider shall pay liquidated damages for non-performance to the Employer at twice the daily remuneration rate payable for each day that the services have not been provided on the site within the stipulated time given in the work order. The total amount of the liquidated damages shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct liquidated damages from payments due, of the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

### 3- Penalty Clause

- As and when the college requires additional security strength on temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the authority. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the college shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty of the same amount for non-observance of the terms of contract.
- In case of any loss that might be caused to the CIMS Bilaspur due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, The DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the concerned CIMS College/Hospital besides imposition of penalty.
- In case of non-compliance with the contract, the 'Client' reserves its right to:
  - Cancel / revoke the contract; and / or
  - Impose penalty up to 10% of the Total Annual Value of contract.

### 4- Force Majeure

- Notwithstanding the provisions of the tenderer, service provider shall not be liable for forfeiture of its liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this clause and clause "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the employer in its sovereign capacity, wars or revolutions, fires, floods and epidemics.

If a force majeure situation arises, the tenderer shall promptly notify the employer in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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5- Clause for termination of contract

- The contract can be terminated by giving one month notice on either side.
- In case of frequent lapses on the part of the security personnel deployed by the contractor, the authority shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- After completion of one year of contract, if the college/institution authority is satisfied with the service of the contractor, the further continuation of the contract will be for next year otherwise the contract will be terminated.
- Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- The Tenderer may at any time terminate the Contract by giving written notice to the contractor, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

6- Resolution of Dispute

- In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur or Directorate Medical Education, Raipur Chhattisgarh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- In case of any dispute between the Agency and the DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, C.G shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at place of work.

7- Governing language

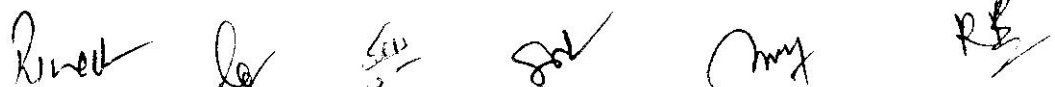
The contract shall be written in English language. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the English / Hindi language.

8- Contract Agreement

- An agreement shall be signed with the successful bidder as per contract agreement format mentioned in chapter 5.
- The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 2 years from the date of signing of contract. The contract can be extended for one year for maximum of two terms, on the same terms and conditions with mutual consent. In such cases the Service Provider shall have to deposit the BG for the extended period.

9- Payments:

- The Security Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The service provider shall deposit the monthly remuneration in the respective bank account of the Security Staff and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. As far possible the payment will be released by the second week of the succeeding month.
- The wages will be revised as per revision of the minimum wages by State Government time to time and the service provider will inform for the same to the concerned authority.





## 10-COMPLIANCE WITH LAWS

The Service Provider shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect here in after in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Service Provider.

## 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Bilaspur of Chhattisgarh shall have jurisdiction over all matters arising out of or relation to this Agreement.

## 9. SEVERABILITY

In the event that any provision of the term & conditions is held to be invalid or unenforceable, the remaining provisions of term & conditions will remain in full force and effect.

## 10. MODIFICATION

Modification of the terms and conditions, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## 11. VARIATIONS

Client may, by written notice to the Service Provider, direct the Service Provider to vary the scope, sequence or timing of the Services and the Service Provider shall be bound to comply with that direction. All such variation shall be in writing.

## **B. Special terms & conditions**

### **A. Scope of Work:**

Providing Security services at Dean, Chhattisgarh Institute of Medical Science CIMS Bilaspur C.G. by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel at the places as decided by college & Hospital. Who shall safeguard the Colleges/institutions buildings, movable and immovable as sets, equipment's and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex / premises. The security personnel shall be deployed round the clock in 3 shifts at the Colleges/institutions to safeguard of the premises.
2. The Agency shall be responsible for opening / closing of the building and rooms as necessitated / directed by the Head of the Hospital/institution on working and closed days.
3. The Agency shall ensure that water taps / lights / ACs are not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.
4. The Agency shall maintain records of inward and outward movement of men (All Medical Colleges Employees, Sub Contractor Personnel and also regulation of guests and visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Institutional Head.

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5. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
6. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at Medical Colleges in Chhattisgarh. A mock fire drill may be organized quarterly.
7. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
8. Contractor should take a round of premises to ascertain needs of college/hospital. College and hospital may need approximately 150-200 personnel.
9. Their number may be decreased or increased as per need.
10. The guard should be trained in shifting patient to ambulance in sensitive places.

**B. Terms and Conditions:**

1. The security services and provision for the required manpower shall be as under:-

Shift	Time
First	0600 hrs. – 1430 hrs.
Second	1400 hrs. – 2230 hrs.
Third	2200 hrs. – 0630 hrs.
General	0900 hrs. – 1730 hrs.

However, the above number and arrangement of deployment of the security personnel is without prejudice to the right of the CIMS college to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the institute.

2. The Agency shall ensure that the security personnel deputed are of good, health and not more than 62 years of age. The Agency will get their antecedents, character and conduct verified and to submit a copy of Police Verification to CIMS administration, before engaging new Security Guard.
3. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, Chhattisgarh, along with testimonials before they are actually deployed for the job.
4. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the DEAN, Chhattisgarh Institute of Medical Science CIMS, Bilaspur Chhattisgarh at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of CIMS, they shall work under directives and guidance of the college/hospital head and will be answerable to the same. This will, however, not diminish in any way, the Agency's responsibility under contract to the concerned college/Hospital.
6. The Agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. The visitors shall be regulated as per the directions of the concerned college and procedure

*[Handwritten signatures and initials]*

- and records thereof maintained as stipulated by them. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit the CIMS premises at least twice-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Head of the college/Hospital dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
  9. The Agency shall ensure that any replacement of the personnel, as required by the college/Hospital head for any reason specified or otherwise, shall be effected promptly without any additional cost to the concerned college/Hospital. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the head of the concerned college/Hospital at Agency's own cost.
  10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at concerned college/Hospital site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, be it shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.
  11. The Agency shall ensure that the personnel deployed are disciplined and do not participate in any activity prejudicial to the interest of the CIMS college and hospital.
  12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of CIMS College and Hospital. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of the Head of the college/Hospital.
  13. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to personnel deployed by it concerned college/Hospital site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the concerned college/Hospital.
  14. The Agency shall also be responsible for the insurance of its personnel. The Security Agency shall specifically ensure compliance of various Laws/Acts/Rules, including but not limited to with the following and their re-enactments / amendments / modifications:-
    - a) The Payment of Wages Act 1936
    - b) The Employees Provident Fund Act, 1952
    - c) The Factory Act, 1948
    - d) The Contract Labour (Regulation) Act, 1970
    - e) The Payment of Bonus Act, 1965
    - f) The Payment of Gratuity Act, 1972
    - g) The Employees State Insurance Act, 1948
    - h) The Employment of Children Act, 1938
    - i) The Motor Vehicle Act, 1988
    - j) Minimum Wages Act, 1948
    - k) Private Security Agencies (Regulation) Act 2005
  15. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Head of the concerned college/Hospital and maintain liaison with the police. FIR will be lodged by concerned college/Hospital wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.

*Ramesh* *SR* *5* *Sand* *Am* *RR*

16. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the concerned college/hospital during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the said college/hospital.
17. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
18. As and when the college/Hospital requires additional security strength on temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the authority. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the concerned college/hospital shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
19. The Agency shall arrange to maintain at the security desk/booth, the daily shift -wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to the competent authority an attested photocopy of the attendance record and enclose the same with the monthly bill.
20. The college/Hospital shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable. Separate bills for college and hospital to be raised.
21. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the Statutory Wages revised by the State Government.
22. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
23. The Security personnel deployed by the Agency shall have at least the minimum elementary know ledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing in the register.
24. In case of noncompliance/non-performance of the services according the terms of the contract, the concerned college/Hospital shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
25. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify the college/hospital head against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the said college/Hospital premises/facility.
26. The decision of the Purchase committee on the behalf of DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
27. In case of any dispute between the Agency and the CIMS, DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, C.G shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Bilaspur.
28. Chhattisgarh Store Purchase Rule 2004 will remain applicable during whole tender process.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any noncompliance shall be deemed as breach of the Contract/Agreement.



## Chapter 4: Price Bid

It is clarified that the consolidated and all inclusive quoted rates should not contain the wages component less than the minimum wages of Govt. of Chhattisgarh to be provided along with the copy of the Govt. of Chhattisgarh Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the State Government.

### **Price Bid Format (Annexure-1)**

Particular	Minimum Wages (As applicable)	EPF (As applicable)	ESIC (As applicable)	Other Charges/service charges	GST (As applicable)	Total
Supervisor (Skilled)						
Gunman (Skilled)						
Guard (Semi Skilled)						
<ul style="list-style-type: none"><li>• Applicable minimum wages as per Law.</li><li>• GST as per Govt. Norms.</li><li>• EPF &amp; ESI Charges will be as per Govt. Norms.</li><li>• Service charges should not be less than 1% per person per month.</li></ul>						

- The amount to be charged per head per month in Rupees. This is basically a part of financial bid to be compared to decide L1)
- TDS will be deducted as per Govt. norms.

\*The number of required personnel may increase or decrease as per institutional requirement.

#### **NOTE:**

1. The rate is inclusive of weekly off.
2. Bids not submitted in above mentioned format will summarily be rejected.
3. L-1 will be decided on basis of other charges/service charges.
4. Of 2 Bidder are tied then qualification certificate of point systems will be applied as per annexure-2 of price bid



**Qualification Criteria****Annexure-II**

<b>Sr</b>	<b>Designation</b>	<b>Details</b>
<b>1</b>	<b>Financial Profile</b> Total Avg. Turnover for last 03 FY (2019-20, 2021-21, 2021-2022) (Generated form Security work only)	Above 1 Crore, 01 Mark will be given max. Up to 10 Crore. Maximum 10 point.
<b>2</b>	An experience of above 5 years in Govt. Medical College in the field of Security Services in Chhattisgarh.	Above 05 years, 01 mark will be given for each completed year experience max. Up to 05 years. Maximum 5 point.
<b>3</b>	CG Labour welfare fund paid chalan from jan-2017 onward	Above 01 years, 01 mark will be given for each completed year of "CG Labour welfare fund paid chalan." Maximum 6 point.
<b>4</b>	An experience of Government Hospital.....Bedded in the field of Security services in Chhattisgarh.	Between 100-200 = 2 marks Between 200-300 = 4 marks Between 300-400 = 6 marks Between 400-500 = 8 marks Above 500 Bedded = 10 marks Maximum 10 points
<b>5</b>	An experience of above 5 years in Govt. Medical College in the field of Security Services in Chhattisgarh.	1 Mark for each Govt. Medical College up 2 Marks. Maximum 2 point.

**The bidder obtained maximum marks as per criteria above shall be chosen as selected bidder.**

*Handwritten signatures and initials:* P. a. le, S. S., S. S., Ch. S., R. S.



## Chapter 5: Contract Agreement Format

(To be made on Rs.100.00 Non Judicial Stamp Paper)

### DRAFT AGREEMENT FORMAT

This agreement is made at Bilaspur on the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand twenty three between the (Name of the College) (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

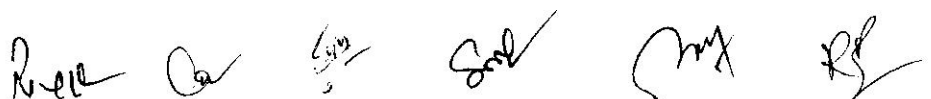
#### Second Part

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_

(herein after called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part .

WHEREAS the DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, Chhattisgarh is desirous to engage the 'Agency' for providing Security Services for on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in ----- (Name of the College/Hospital) The 'Client' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at ----- (Name of the College/Hospital) site. The 'Client' shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the 'Client' reserves its right to:
  - a. Cancel / revoke the contract; and / or
  - b. Impose penalty up to 10% of the Total Annual Value of contract.
6. Security Deposit equal to 3% of the Annual Contract Value (refundable after two months of termination of contract) in the form of D.D shall be furnished by the 'Agency' at the time of signing of the Agreement.
7. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in ----- (Name of the College/Hospital)
8. The security personnel provided by the 'Agency' will not claim to become the employees of - ----- (Name of the College/Hospital) and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in College/Hospital site.
9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the State Govt.



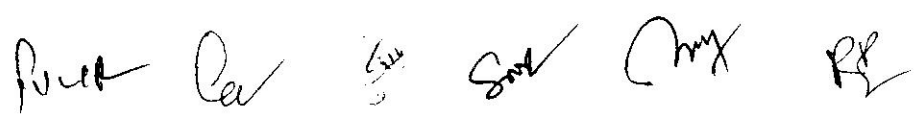
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, Chhattisgarh in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
12. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc of the 'Agency' in respect thereof, which may arise.
13. In case of any dispute between the 'Agency' and 'Client', DEAN Chhattisgarh Institute of Medical Science CIMS, Bilaspur, shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Bilaspur.
14. All the terms & conditions in the tender document will be part of the agreement and remain applicable during contract period.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Twenty three and shall be valid for two years if work found satisfactory the contract will be extended for another 1 year for maximum.

IN WITNESS WHEREOF both the parties here to have caused the irrespective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bilasur in the presence of the witness:

<p>15. For and on behalf of the 'Agency'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency'</p> <p><b>SIGNED, SEALED AND DELIVERED</b></p> <p>By the said..... .....(Name)</p>	<p>For and on behalf of the (Name of the College/Hospital)</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>By the said..... .....(Name)</p>
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<p>16. on behalf of the 'Agency' in presence of</p> <p>Witness..... Name..... Address : .....</p>	<p>on behalf of the (College/Hospital) presence of</p> <p>Witness..... Name..... Address.....</p>
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Declaration by the Tenderer

This is to certify that I/We possess a firm/agency ..... (Name of firm) providing services in field of security since last ..... years having adequate no. of manpower with required qualification & experience for deployment in Medical Colleges of chhattisgarh and I/We are providing the wages as per minimum wage rules of Chhattisgarh government. My agency/firm is also capable of monitoring traffic safety, parking & trespassing.

**(Rupees. 100 stamp paper notarized)**

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name: .....

Address : .....

*Rupa*   *le*   *Shil*   *Soni*   *My*   *RK*

*(In the firms letter & duly notarized)*

**Declaration Form**

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

I/We do hereby declare all information provided is true. I/We do hereby declare that no case is pending with the police against the proprietor/firm/partner or the company (Agency). I/We have not been convicted by any court of Law nor I/We are de-recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. organization / Govt. Health Institutions. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Security Deposit and/or blacklist me/us for a period of 2 years if, any information furnished by us proved to be false at the time of verification and not complying with the Tender terms & conditions.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name: .....

Address : .....

*Handwritten signatures and dates:*  
Mell 3.2.23      Ka 3.2.23      S... 5      S... 03/02/29      [Signature]      KR 3/2/23