

**MODEL E-TENDER DOCUMENT FOR OUTSOURCING OF SECURITY SERVICES
IN THE HOSPITALS/HEALTH INSTITUTIONS OF THE STATE FOR THE YEAR
2022-23**

(Please enter Name and Address of tender Inviting Authority)
Sr. MS/SENIOR MEDICAL OFFICER I/C ZH/RH/CH-----

Phone:.....Fax:.....
Website: <https://www.hptenders.gov.in>
Email: (Please enter Email address of Tender Inviting Authority)

NOTICE INVITING TENDER (NIT)

Tender Reference Number..... Date.....

E-tenders are invited from registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing SECURITY SERVICES for the (Name of institution & Address). Prescribed tender form can downloaded from website <https://www.hptenders.gov.in> on or before last date and time for submission of tender.

The Last date and time for submission & uploading of filled in tender documents isup toPM. The Tender will be opened onatPM

Cost of Tender Document(non-refundable) of Rs. 1,000/- which can be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website <https://www.hptenders.gov.in>, and Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) or Demand Draft (DD) issued by any of the Scheduled Bank or cost of tender document and EMD can be deposited through on line submission facility available on website <https://www.hptenders.gov.in>. The proof of deposit should be uploaded on the website <https://www.hptenders.gov.in>, in the Technical Bid.

All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites. The bidders are advised to visit the aforesaid website regularly regarding corrigendum, modifications and clarifications in respect of this tender. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

(Designation of the Tender Inviting Authority)
Himachal Pradesh

E-TENDER FORM FOR OUTSOURCING OF SECURITY SERVICES, 2022-23

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Phone:.....Fax:.....

Website:<https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

Tender Reference Number.....

Date.....

E-TENDERING SCHEDULE:-

| | |
|---|---|
| Date & Time of on-line publication : | 00.00.20__ , 00:00hrs |
| Period for Downloading of e-tender document : | 00. 00 .20__ to 00.00.20__ upto 17:00 hrs. |
| Date & time for Pre-bid meeting : | 00.00. 20__ , 11:00 hrs |
| Place of Pre-Bid Meeting : | (Please enter complete postal address of place of pre bid meeting) |
| Last date and time for submission /uploading of e-tender along with cost of tender document, Earnest Money Deposit : | 00.00.20__ up to 17:00 hrs. (Please enter complete postal address of the venue where tender box is to be placed) |
| Date & Time for opening of Eligibility Bid : | 00.00.20__ at 11:00 hrs. Venue: |
| Cost of the tender document : | Cost of Tender Document (non-refundable) can be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website https://www.hptenders.gov.in , the proof of deposit be submitted along with technical bid. |
| Earnest Money Deposit (EMD) : | Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) can be deposited in the form of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) or Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website https://www.hptenders.gov.in , the proof of deposit be submitted along with technical bid. |
| If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose. | |

A. Sub Divisional Officer (Civil) SDO (C)/Tehsildar of the area concerned may depute any officer/official not below the rank of Superintendent Grade-II for processing and finalization of the e-tender.

B. INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

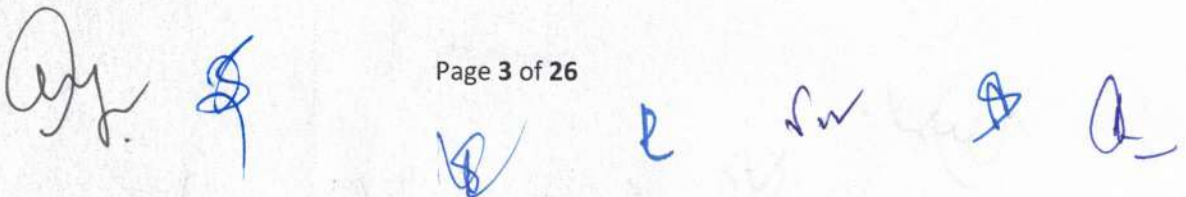
1. The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in>.
2. Cost of Tender Document(non-refundable) of Rs. 1,000/- be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website <https://www.hptenders.gov.in>, and Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) be deposited in the form of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) (minimum for a period of six months) or Demand Draft (DD) issued by any of the Scheduled Bank or Cost of Tender Document and EMD can be deposited through on line submission facility available on website <https://www.hptenders.gov.in>.
3. In case of deposit through DD/FDR the same should be submitted in an envelope and be dropped in the tender box kept in the office of (Name of tender Inviting Authority and postal address). The envelope should be superscripted "Tender for the supply of Sanitation Services to be opened on" The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.

C. GENERAL INSTRUCTIONS

1. Tenders not conforming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
2. Price bid of only those Service Providers/Contractors shall be opened who are found eligible at the pre-qualification stage.
3. The contract will be for a period of two financial years which will be ended on 31st March of the second financial year. No further extension will be granted after completion of contract period.
4. Bids submitted must be unconditional and no communication will be made till the finalization.
5. Late and delayed tenders will not be accepted.
6. The Tender Inviting Authority (CMO/MS/BMO/SMO I/C) reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

D. SITE VISIT

Any site information / schedule of works given in this tender document are for guidance only. The Service Provider/Contractor is advised to visit and examine the Site of Works and its surroundings at his own cost and obtain all information that may be necessary for submitting the tender and entering into a Contract. The Service Provider/Contractor shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.



E. AMENDMENT TO TENDER DOCUMENTS

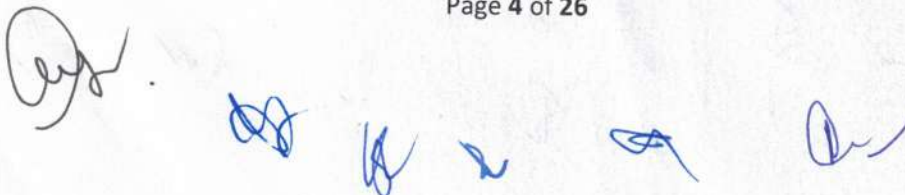
If any amendment/modification is made with the prior approval of the Govt., the same will be conveyed to the Tender Inviting Authorities and further to be uploaded by the concerned Tender Inviting Authorities on website <https://www.hptenders.gov.in> and will be binding on the Service Provider/Contractor (bidder).

F. INSTRUCTIONS FOR E BIDDING

1. The Service Provider/Contractor (bidders) should register on website <https://hptenders.gov.in> and obtain User-ID and Password before tendering. In case of any problem; you may contact office of (Tender Inviting Authority), Phone No. (Please enter Phone No.).
2. Entire tender process will be carried out on line through above mentioned website. Service Provider/Contractor (bidders) are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.
3. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.
4. The process for e-tendering can be observed/practiced on demonstration site <https://demoeproc.nic.in>.
5. Service Providers/Contractors (bidders) are advised to check / see website <https://hptenders.gov.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications / amendments / notices shall be published on the aforesaid website only.
6. The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Service Provider/Contractor (bidders) who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

G. THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

1. **Pre-qualification/ Eligibility Bid:** The Service Provider/Contractor shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in pdf format with 100 dpi with black and white option. The scanned documents should be clear and legible.
2. **Financial Bid/Price Bid/BOQ:** It shall contain financial bid / BOQ uploaded in .xls format which will be available for Service Provider/Contractor (bidders) on website <https://hptenders.gov.in> . The financial bids / BOQ will be opened only of those Service Provider/Contractor (bidders) who qualify Pre-qualification/Eligibility Bid criteria. Financial Bid /BOQ will not be accepted in physical form. Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation.



H. SCOPE OF WORK AND GENERAL CONDITIONS

Providing Security services at (Name of Health Institution) ----- by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying number of persons as mentioned at Annexure G and well-disciplined security personnel who shall safeguard the buildings, moveable and immovable assets, equipments and other items at the above premises from any thefts, pilferage or damage, maintain discipline, law & order, traffic management within the complex, safety of vehicles in the parking complex, monitoring of trespassing and also ensure safety of the employees, students, visitors, guests or any other persons working/visiting in the complex/premises. However, this number may vary depending upon the requirement and decision of the Government of Himachal Pradesh from time to time. The duties/responsibilities of the Security Supervisors and Guards are enclosed at Schedule A and B respectively.
2. The security personnel shall be deployed round the clock in 3 shifts as per the duty chart assigned by the Hospital administration. In case any employee of the contractor is on leave or absent from the duty for any reasons; the contractor would provide substitute/replacement without any delay, failing of which the contractor shall be liable to pay double amount of wages to the Hospital administration till such period his/her substitute is provided. This amount shall be chargeable against the Performance Security.
3. The Agency shall be responsible for opening/closing of the building and rooms and other security related works as necessitated/directed by Hospital administration on working and closed days.
4. The Agency shall ensure that water taps/lights/ACs/heaters are not left on after close of working hours on normal working days as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Hospital Administration, and check the movements of people inside the premises of Hospitals.
6. The Security Agency has to install either metal detectors at sensitive points or majority of security guards to be deployed in hospital premises have to be provided with hand held metal detector for proper checking.
7. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
8. 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.

I. ELIGIBILITY CRITERIA FOR BIDDING FIRMS/AGENCIES:

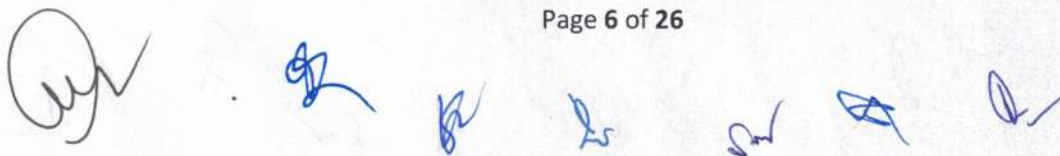
1. The Bidder must be registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity legally constituted and registered with appropriate authority.
2. It must be empanelled/registered with DGR or under Private Security Agencies(Regulation) Act, 2005 or under any other Acts as private security agency as required by law and as per rules in force and should be having a valid license at the time of opening of the tender. It shall be responsibility of the concerned tenderer/contractor to get the registration renewed as & when it falls due, during the period of contract. It shall also be responsibility of the bidder to inform the Tender

Inviting Authority about his having been applied for renewal and further fact of renewal. Further, in case of non-renewal of license by the concerned authority or suppression of any material information about this, the same shall lead to termination of contract without any notice thereof and no payment for the period of such non-renewal of license will be made to the contractor.

3. Security guards trained in all facets of security work and fire fighting shall have to be deployed in the Hospital. New appointment of security personnel shall be made only with the prior approval of committee constituted by the Hospital for the purpose.
4. The bidder shall be capable of providing guards and have centralized 24 hours manned control room backed up with walkie talkie sets and quick reaction team(QRT).
5. The names and address of Board of Directors, the address of registered office, Branch office and Regional offices has to be provided.
6. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipments.
7. The Proprietor/Firm/Partner or the Company (Agency)/Society/any other and the firm should not be blacklisted/debarred/convicted. An undertaking to this effect on firm's letterhead should be attached.
8. The bidder must be registered under Contract Labour Act/Shops & Commercial Establishment Act/ Company Act having its registered office/branch office in Himachal Pradesh at the time of applying for the tender. The certificate to the above effect must be attached with the Tender Document.
9. The successful bidder has to procure a valid License under Contract Labour (Regulation & Abolition) Act, 1970 for deployment/engagement of labour within one month from the award of Contract.
10. The agency shall ensure that the 70 % security personnel to be deployed are Bonafide Himachali's, having knowledge of local language & culture, healthy and not more than the age as prescribed in the eligibility criteria.

J. QUALIFICATION CRITERIA:

1. The service provider/ bidder should have at least two years experience of providing security services in any organization run by Central Government / State Government Departments / Public or Private Sector Companies / Undertakings / Autonomous Bodies by deploying at least 20 Security Guards.
2. In case of bidder being a partnership firm, all the documents should necessarily be in the name of such firm.
3. The Experience and satisfactory performance certificate on the organization letter head duly signed by the Head of the organization should be uploaded as per **Annexure A**.
4. Average Turnover for the immediately preceding continuous three financial years should be:
 - Up to 100 bedded Hospital-Rs. 15,00,000/-
 - 101 to 200 bedded Hospital-Rs. 30,00,000/-
 - 201 and above bedded Hospital-Rs. 50,00,000/-
5. The ITR for three previous years and turnover certificate duly certified by CA with UDIN number on the basis of Balance Sheet, immediately preceding continuous three



financial years should be submitted. The bidder shall have the following mandatory Registrations failing which bid shall not be considered and details of the same be provided in the Technical Bid alongwith documentary proof:

6. PF and EDLI Registration:
7. ESI Registration:
8. Goods and Service Tax(GST) Registration:
9. Should have PAN from Income Tax Department.
10. Registration as proprietary firm, Partnership firm, Limited Company, Society, any other corporate body etc., as the case may be.
11. Registration under DGR/PSARA, 2005/other authority as Private Security Agency.
12. Bidder shall comply with all statutory provisions of ESI Act/EPFA and ensure subscription to ESIC & EPFO wherever required.
13. In order to ensure the competence of manpower to be deployed by the Service Provider in the Hospital they must possess the following minimum qualification and physical standard :-

| Sr. No. | Designation | Minimum Educational qualification | Age in years | Physical Standard | Minimum working experience |
|---------|-----------------|--|--------------|---|----------------------------|
| 1. | Security Guards | 10 th Standard | 18-65 | Height- Male 5'-6" Chest- Male 32" Female 5'-4" | NIL |
| 2. | Supervisors | JCO rank in case of Ex-Serviceman or Graduate in case of civilian. | 18-65 | Height- Male 5'-6" Chest- Male 32" Female 5'4' | 2 years |

K. INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS:

1. The minimum wages as notified by the Labour Department(for Security Persons in Hospitals) Government of Himachal Pradesh in respect of Security Personnel from time to time shall be paid by the Hospital Administration. Any increase in the minimum wages by the Govt. of Himachal Pradesh shall be reimbursed to the contractor as per details below: -
 - i. If the minimum wage is increased by an absolute amount, the contract amount will be increased by such absolute amount plus EPF, ESI and EDLI contribution as per existing law.
 - ii. If the minimum wage is increased by any other method or formula, other than an absolute amount, such increase will be converted or expressed in an equivalent absolute amount, and the contract amount will be increased by such absolute amount plus EPF, ESI and EDLI contribution as per existing law.
2. However, no increase shall be provided in the amount of Service Charge on account of enhancement of wages and that shall remain constant during the currency of contract on

the basis of wages prevailing at the time of signing the contract. Hence bidder must quote the rate accordingly.

3. The contract will be for a period of two financial years to be ended on 31st March of the second financial year irrespective of the date and month of award of the tender in first financial year.
4. All the pages of the tender document should be sequentially numbered and signed and uploaded online website 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 also be uploaded with tender.
5. Bid validity will be for a period of 45 days from the opening of the bid. Prior to the expiry of the original Bid Validity Period, the tendering Authority may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.
6. A copy of the terms and conditions shall be signed on each page and uploaded online with the technical bid as token of acceptance of terms and conditions.
7. The tender document is not transferable.

L. BIDDING PROCESS:

1. The Tender Document along with terms and conditions can be downloaded from <https://hptenders.gov.in> website on or before last date and time of submission of tender. Bids complete in all respect must be uploaded on website <https://hptenders.gov.in> on or before 00-00-20__ upto 0.00 PM. Thereafter no bid shall be entertained.
2. The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in> and cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favouring (Name of tender Inviting Authority) before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of (Name of tender Inviting Authority) or Demand Draft in the name of tender inviting authority along with Cost of tender document and physical copy of cost of tender document and Earnest Money Deposit should be submitted in an envelope and the same should be dropped in the tender box kept in the office of (Name of tender Inviting Authority and postal address). The envelope should be superscripted "Tender for the supply of Security Services to be opened on" The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.
3. The interested agencies are required to upload the technical and financial bid separately in the format online on website <https://hptenders.gov.in>. before the last date and time of submission of tender. The technical bid shall be opened on the same day at ____ A.M./P.M. in the office of Tendering Inviting Authority (CMO/MS/SMO I/C) in presence of the bidders or their authorized representatives who wish to remain present.
4. The bidder shall pay Earnest Money Deposit (EMD) and mentioned in table below and upload along with the technical bid in the form of Fixed Deposit/Receipt(FDR) or Demand Draft (DD) in favour of Tender Inviting Authority(CMO/MS/SMO I/C ZH/RH/CH)-----" drawn on any Nationalized Bank/Scheduled Bank and payable at -----or cost of tender document and EMD can be deposited through on line submission facility available on website <https://www.hptenders.gov.in>.



5. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. EMD will be as under: -

| | |
|-----------------------|-------------|
| For Zonal Hospital | Rs 1,50,000 |
| For Regional Hospital | Rs 1,00,000 |
| For Civil Hospital | Rs 50,000 |

6. The Earnest Money Deposit (EMD) without interest shall be returned to the unsuccessful bidders after finalization of tender process. The EMD of the successful bidder shall be refunded on submission of adequate performance security.
7. The finally selected bidder has to enter into agreement with the institute within 15 days of awarding the work on stamp paper/non-judicial paper of Rs.100.00. Besides this as a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit (within 15 days of award of contract) an amount equal to 5% of Annual Contract value towards Performance Security by way of Bank Guarantee/FDR duly pledged in favour of the tender inviting Authority(CMO/MS/SMO I/C ZH/RH/CH) ----- drawn on any Nationalized Bank/Scheduled Bank and payable at ----- failing which (EMD) shall be forfeited unless time extension has been granted by Hospital Administration.
8. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
9. The bid shall be valid and open for acceptance of the Competent Authority of respective Hospital Administration for a period of 45 days from the date of opening of the tenders (financial bid) and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
10. To assist in the analysis, evaluation and computation of the bids, the 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.
11. The quoted service charges shall include all the expenses on Biometric Machine for attendance, walkie Talkie sets, metal detector, dress of security personnel etc, statutory obligations except as mentioned in the price bid Performa. The rate quoted should be consolidated and inclusive of all Taxes/charges, bonus, Gratuity, leave salary, etc. to be paid to the Government/any other authority/Security Personnel to be deployed, in lieu of the work contract at -----Hospital.
12. Hospital Administration reserves the right to accept or reject any or all bids without assigning any reasons. Hospital administration also reserves the right to reject any bid which in his opinion is non responsive or violating any of the Conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process
13. Prior to the detailed evaluation, the Hospital Administration will determine whether each Bid is acceptable qualitatively, is generally complete and is substantially responsive to the Bid Documents. For the purposes of this determination, a substantially responsive Bid is one that conforms to all the terms and conditions and specifications of the Bid Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one

- i. that affects in any substantial way the scope, quality of performance of the Contract;
 - ii. that limits in any substantial way and /or is inconsistent with the Bid Documents or the Hospital Administration rights or the successful Bidder's obligations under the Contract;or
 - iii. Whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive Bids.
14. If a Bid is not substantially responsive, it will be rejected by the Hospital Administration and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
 15. The bids will be evaluated by the Hospital Administration to ascertain the technically and commercially responsive bid for the complete scope of work, as detailed in the Bid Documents.
 16. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.
 17. If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
 18. The Contractor/Tenderer shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the Institution/Hospital and utmost secrecy and confidentiality must be maintained.

M. TECHNICAL PROPOSAL

1. The technical bids shall be evaluated on the basis of the eligibility criteria mentioned below and financial bids of only technically qualified bidder shall be opened.
2. The technical proposals shall be evaluated on the basis of their responsiveness to the tender/bid documents, applying the qualifying criteria.

N. FINANCIAL PROPOSAL

The evaluation committee of the Hospital administration will assess the financial bid of the bidders who have been declared eligible after technical evaluation. The lowest amount offered by the firms / agencies as manpower per month minimum wage rate per Safai Karamchari fixed as applicable from time to time by H.P. Govt., Labour & Employment Plus EPF+ESI+EDLI+Admin Charges+ service charge and other material. In case the financial bid of more than one firm / agencies is same as L-1, then the work will be awarded to the firms / agencies as follows:-

- i. By toss, if tie between the two firms/agencies.
- ii. By lottery, if tie between more than two firms/agencies.

O. AWARD OF CONTRACT:

Award of contract will be issued to the L1 Bidder. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder then contract may be awarded to L2 Bidder at the L1 rates.

P. PAYMENT CLAUSE:

The L-1 bidder shall provide Security Services to any other Institution/Offices of the Health Department located under the jurisdiction of CMO/MS/SMO I/C on same rates, terms & conditions as per requirement.

The CMO/MS/SMO I/C will ensure providing 24x7 services.

1. The service provider must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month. Service provider will not be given any relaxation in this matter.
2. While submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - i) Wages of workers were credited to their bank accounts on (date).
 - ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
 - iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
 - v) Bio metric attendance
3. Payment authority reserves the right to ask for a certificate issued from nodal officer /in-charge of the facility(ies) is to be bounded certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment, the certificate shall be issued by the nodal officer within 7 days from the submission of the bill. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.
4. The bidder shall quote the service charges, excluding GST but including all expenditure on providing resources / managerial / supervisory / administrative services by all means to get the work done through the deployed security staff, both in figure and words.
5. ECR of EPF deposit for the current month payment and GST challan shall be submitted before payment of the subsequent month.
6. TDS and GST-TDS will be deducted as per prevailing Income Tax /GST Laws.
7. The selected bidder (L-1) shall submit the proof of deposit of GST and EPF for the current month with the claims of next month. The field offices have to submit regularly the proof of deposit of EPF and GST provided by the L-1 bidder to this Directorate, before releasing next payment.
8. The service charge must not be quoted as negative or zero. The Service Charges should be quoted as excluding GST, GST shall be payable as applicable from time to time.
9. The TDS/Income-tax/GST-TDS as applicable shall be deducted from the bill unless exempted by the Income-Tax Department/GST Deptt., wherever applicable.

10. The service provider should submit the bill in accordance with the above time schedule.

Q. PENALTIES

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

| S.N. | Description of Irregularities | Penalty |
|------|--|---|
| 1 | If the required workers are less than the minimum required. | @ Rs. 500/- per worker /day |
| 2 | Staff not in Uniform/ without I-Card. | @ Rs. 100/- per worker /day |
| 3. | Necessary Tools/Equipments viz belt, shoes, socks, caps, torch, cane stick/baton, metal detectors, hand held metal detectors, communication set/walkie talkie set, etc, if not available | @ Rs. 500 per worker/per day |
| 4 | Misbehaviour by the Contract Manpower with health facility (ies)' employee or patient/ patient relative/ visitors. To be decided by the Hospital Administration | @ Rs. 500/- per incident |
| 5 | Recurring of irregularities given at Sr. No. 1 to 3 | Double the penalties amount mentioned in Sr. No. 1 to 3 |

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of seven days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

R. OTHER TERMS AND CONDITIONS:

1. The location, shift and provision for the required manpower shall be decided by the Hospital Administration as per the requirement of the Institute. However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of The CMO/MS/SMO I/C ZH/RH/CH----- to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the Hospital.
2. The Bidder shall ensure that the 70% security personnel to be deployed are Bonafide Himachali's, having know how of local language & culture, healthy and not more than the age as prescribed in the eligibility criteria. The agency will get their antecedents, character and conduct verified by the competent authority as decided by the Hospital Administration. Bidder is bound to submit medical fitness certificate according to condition No. 16 supra to the Hospital administration after entering into agreement with Institution
3. The full particulars of the personnel to be deployed by the agency including their names and address shall be furnished to the CMO/MS/ SMO I/C ZH/RH/CH ----- along with testimonials before they are actually deployed for the job.



4. 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 such as walkie talkie. Night Guards shall be equipped with proper protection and lightening devices. While working at the premises of Hospital, they shall work under directives and guidance of the CMO/MS/ SMO I/C ZH/RH/CH or his authorized representative located at Hospital and will be answerable to Hospital Administration.
5. The agency shall deploy security guards trained in all facets of security work, including fire fighting and the security agency shall ensure that all of them have to undergo medical examination before their employment in the Hospital, followed by regular routine medical check-up. The Agency shall provide necessary undertaking and documentary evidence in this regard.
6. A senior level representative of the Agency shall visit-----Hospital at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the CMO/MS/ SMO I/C ZH/RH/CH -----, officer 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.
7. The Agency shall ensure that any replacement of the personnel, as required by The CMO/MS/ SMO I/C ZH/RH/CH for any reason specified or otherwise shall be effected promptly without any additional cost to the Hospital. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CMO/MS/ SMO I/C ZH/RH/CH ----- at Agency's own cost.
8. The Agency shall provide reasonably good uniform with photo identity cards to its personnel deployed at the 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, belt, shoes, socks, caps, torch with cell, cane stick/baton, metal detectors, hand held metal detectors, communication set/walkie talkie set, etc. shall be borne/supplied by the Agency at its cost.
9. No residential accommodation shall be provided by The Hospital to the agency or its employees. The security agency has to make its own arrangement for the residential accommodation to the deployed staff. However, a changing/duty room shall be provided by the Hospital Administration.
10. In case of any violation under Motor Vehicle Act in the premises, they shall lodge complaint with the concerned authority. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the institution/Govt. of India/any State or any Union Territory.
11. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the CMO/MS/ SMO I/C ZH/RH/CH----- or its authorized representative. 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 CMO/MS/ SMO I/C ZH/RH/CH -----.
12. 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 at -----Institution/Hospital or for any accident caused to them and the Hospital Administration 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 CMO/MS/

SMO I/C ZH/RH/CH----- for whatever reason. The Agency shall also be responsible for the insurance of its personnel if required. The security agency shall specifically ensure compliance of various Laws, rules in force, statutory regulations/Acts applicable to workers 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 & Misc. Provision Act, 1952
 - c) The Factory Act, 1948
 - d) The Contract Labour (Regulation & Abolition) 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) Industrial Disputes Act, 1947
 - j) The equal Remuneration Act, 1976.
 - k) The Motor Vehicle Act, 1988
 - l) Minimum Wages Act, 1948
13. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the CMO/MS/ SMO I/C ZH/RH/CH----- and maintain liaison with the police. FIR will be lodged by the CMO/MS/ SMO I/C ZH/RH/CH-----, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
14. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Hospital Administration during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the Hospital Administration.
15. In case of any loss that might be caused to the Hospital Administration due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, The CMO/MS/ SMO I/C ZH/RH/CH ----- shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to Hospital----- besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, The CMO/MS/ SMO I/C ZH/RH/CH ----- shall have the right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. The Agency shall indemnify Hospital-----against all liabilities on account of acts done by workers of the Contractors.
16. 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.
17. As and when The CMO/MS/ SMO I/C ZH/RH/CH ----- 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 CMO/MS/ SMO I/C ZH/RH/CH ----- . Similarly, if the security personnel deployed by the agency are found absent from duty or sleeping or found engaged in anti-social activities & strikes at any time, the CMO/MS/ SMO I/C ZH/RH/CH-----a 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.

18. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance and Bio-metric record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to The CMO/MS/ SMO I/C ZH/RH/CH----- an attested photocopy of the attendance (Bio-Metric) record and enclose the same with the monthly bill. Biometric machines will be installed or provided by the service provider at its own cost.
19. The CMO/MS/ SMO I/C ZH/RH/CH----- shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
20. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
21. In case of non compliance/non-performance of the services according the terms of the contract, the CMO/MS/ SMO I/C ZH/RH/CH ----- shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
22. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify The hospital----- 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 Hospital premises.
23. The decision of Hospital administration in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
24. For all intents and purposes, the contractor shall be employer within the meaning of the different legislations in respect of the persons so deployed by the contractor in ----- Hospital. The persons so deployed by the contractor in the institute shall have no claim of any master and servant relations nor have any principal and agent relationship with or against the Hospital Administration.
25. All liabilities arising out of accident or death of Security Personnel while on duty shall be borne by contractor.
26. In case of any dispute between the Agency and Hospital Administration, Hospital Administration shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at----- only.
27. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to the Principal Secretary (Health) Government of Himachal Pradesh or its authorized representative whose decision shall be final and binding to both the parties.
28. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference. In no case the successful contractor shall engage any sub contractor or transfer the contract to any third party.
29. a)The L-1 bidder shall provide Security Services to any other Institution/Offices of the Health Department located under the jurisdiction of DHS/CMO/MS/SMO I/C on same rates, terms & conditions as per requirement.
b)The CMO/MS/SMO I/C will ensure providing 24x7 services.
30. If the same service provider is having contract at different locations within the state for same number of persons than the lowest rates quoted/approved at any location will be applicable for all the institutions within the state

S. DOCUMENTS TO BE UPLOADED/SUBMITTED WITH THE TENDER (MANDATORY)

Documents required in support of eligibility and qualification.

1. Copy of firm's/ agency's registration / incorporation certificate with relevant authority.
2. Scanned copy of registration with DGR/Private security agencies (Regulation) Act, 2005.
3. Scanned copy of valid registration/License certificate under Contract labor (Regulation and Abolition) Act, 1970.
4. Scanned copy of PAN along with Income Tax Returns for the last three years.
5. Scanned copy of Goods & Service Tax Registration certificate
6. Scanned copy of EPF registration
7. Scanned copy of ESI registration.
8. Scanned copy of performance and experience certificate, if any.
9. Undertakings on organization letter head separately to be uploaded:-
 - (i) That firm/agency shall deploy security personnel duly trained and should be medically fit as per norms.
 - (ii) That the firm/agency shall open the office in Himachal Pradesh and must get under relevant Act with the HP Government.
 - (iii) That firm/agency shall be able to deploy at least 70% Himachali as a security guard.
 - (iv) That there is no case pending with the police or any investigating agency against the proprietor/Firm/Agency/Partner and the firm/agency has not been Black Listed by the Government or Non Government organization.
10. Earnest Money Deposit as per Point No.-4 of bidding process in the shape of Fixed Deposit Receipt (FDR)/ Demand Draft (DD) pledged in favour of the Head of the Institution.
11. The duly filled annexure (A,C,D, E,F) with required enclosures, are to be uploaded along with the technical/pre qualification bid.
12. The dully filled financial bid, Annexure B has to be uploaded separately as Price Bid.

NOTE: MANDATORY DOCUMENTS AS STATED ABOVE, IF NOT PROVIDED, BID WILL BE REJECTED STARAIGHT WAY AND WILL NOT BE CONSIDERED.

Note :- Subsequent changes, if any, in the terms and conditions of bid document, shall be conveyed/displayed to the prospective bidder/tenderer through website- <https://hptenders.gov.in>, and not through newspapers. Hence the prospective bidders are requested to visit the above site for such changes.

CMO/MS/SMO I/C

ZH/RH/CH-----



Responsibilities of Security Guard.

1. To act as Sentry, a guide, a scout, a watchdog for the area of his responsibilities.
2. To check every entry of public/visitors to the hospital and other area.
3. To guard all entry and exit points to control movement of visitors and to screen unauthorized visitors and guide them properly.
4. To protect lift and property and ensure smooth inflow/outflow of goods and to see that they are accompanied with vouchers/proper gate passes.
5. To assist doctors, nurses and other staff in smooth discharge of their duties in Wards, OPDs and departments.
6. To ensure closing of all the departments windows lock and doors after working hours.
7. To ensure judicious use of electricity and water by switching off the taps and other switches whenever not required.
8. To regulate visitors and vehicular traffic into the hospital in an orderly fashion.
9. To report to the concerned authority/Supervisor in case of any incidents/theft, pilferage or fire occurrence immediately.
10. To help the estate staff of Hospital in clearance of unauthorized encroachments or unauthorized occupation of houses/areas from the property of The Hospital
11. To assist in the smooth conduct of various Institute/Hospital functions.
12. To ensure safety of original/duplicate keys of various areas of his jurisdiction and closed by him.
13. He will remain smartly dressed and well maintained during his duties hours.
14. He will check all ingoing and outgoing property/goods and to ensure that they are accompanied by proper gate pass.
15. After marking his roll call he shall take over the charges of the property of his respective area and shall immediately report the same to his Supervisor.
16. The Security Guard on duty shall not leave his post unattended in any case without prior permission of the authorities.
17. The security Guards shall ensure that all doors/windows are properly locked after working hours and in case of any negligence the same shall be reported to Security Supervisor immediately.
18. The Security Guard on duty would also assist to put off the fire hazards in case of fire.
19. If any area is left unlocked then in that case temporary lock is affixed and area kept-guarded till the arrival of staff of the same area.
20. He will beat his area after regular interval.
21. Any other responsibilities which may be assigned to him by the Chief Security Officer/Security Officer or any officer of Hospital Administration from time to time.



Responsibilities of Security Supervisor:-

1. He will be called as a shift In charge.
2. He will be responsible for taking roll call of the Security Guards of his shift.
3. He will ensure that each Security Guard in his shift comes on duty well in time and smartly dressed.
4. He will made surprise check of the staff and report any incident of theft/pilferage/loss/fire etc. immediately to the Hospital authority.
5. He will monitor all the Trade Unions and other activities occurring Hospital Campus and keep his superiors well informed of such activities.
6. Any act of indiscipline, slackness on the part of staff will be reported to the concerned officer duly authorized by the Hospital Administration.
7. He should ensure that all the sensitive posts are provided security cover.
8. He will make adjustment of duties in case of any person is absent from duty.
9. In case of any worker is found slack, asleep, under influence of liquor, negligent or absent while on duty, he should immediately submit a report to this effect at once to the concerned officer duly authorized by the Hospital Administration.
10. He shall carry out all such other duties, which are assigned to him from time to time by the Hospital Administration.

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FINANCIAL BID FOR SECURITY SERVICES
FINANCIAL BID/BOQ will be uploaded online on website

https://hptenders.gov.in in excel form uploaded along with the tender document

| A. Manpower Charges: | | | | |
|--|--------------------------------|--|-------------------------|-----------------------|
| Description of manpower and accessories required for Security services: | Rate per day per worker | | | |
| | Amt. per worker | EPF(12%)+EDLI(0.5%)+Admin. Charges(0.5%) = 13.00% of column b | ESI @ 3.25% of column b | Total (b+c+d) |
| A | b | C | D | E |
| 1 Trained Security Guard in Uniform with I-card, shoes , belts, cap and name plates etc. for providing round the clock Security Services at health facilities | 283.47 | 36.85 | 9.21 | 329.53 |
| 2 Supervisor in Uniform with I-card and name plates for providing round the clock Security Services at health facilities | 319.17 | 41.49 | 10.37 | 371.03 |
| Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at Health Facilities | | | | |
| B. Management Fee/ services charges: | | | Total Amount per Month | Total Amount per Year |
| Service charge/ management fee should include all expenditure on providing resources /managerial/ supervisory / administrative services by all means to get the work done through the deployed security staff excluding Goods and Service Tax (GST). | | | | |

Note: -

- The rates quoted above are as per the wages fixed by the Department of Labour & Employment of Himachal Pradesh currently in force and subject to revision from time to time by the H.P. Government.
- Income Tax will be deducted at source.
- Employer share of EPF, ESI, EDLI etc. will be paid as per the actual and as applicable on production of proof as per Minimum Wages Act. Service provider will ensure to deposit EPF, ESI, EDLI etc. as per statutory requirements from time to time.

4. The Tenderer shall also upload breakup of Service Charges quoted against "B" above in .pdf format along with BoQ as per Annexure-H.

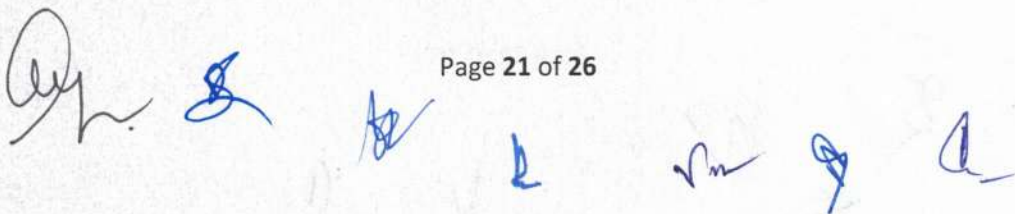
6. The service charge must not be quoted as negative or zero. The Service Charges should be quoted as excluding GST, GST shall be payable as applicable from time to time.

Signature of tenderer
Name and designation of signatory with seal

(Handwritten signatures and initials in blue ink)

TECHNICAL BID FORMAT

| | | |
|----|---|--|
| 1 | Name of the Tenderer Organization/Agency | |
| 2 | Address of the Tenderer Organization/Agency | |
| 3 | Phone number | |
| 4 | Mobile Number | |
| 5 | Email address | |
| 6 | Type of security agency | |
| 7 | Name of the authority with Agency is Registered to provide security services | |
| | Registration Number and date | |
| | Registration valid up to | |
| | Registration and other documents | |
| 8 | Details of Registration with DGR/PSARA, 2005/other authority | |
| 9 | Details of registration of EPF : | |
| 10 | Details of registration of EDLI | |
| 11 | ESI Code: | |
| 12 | Goods and Service Tax (GST)Registration No.(Attach copies of return for the last three years) | |
| 13 | PAN No.(Attach copies of return for the last two years) | |
| 14 | Registration details as Sole Proprietor, Partnership Firm, Company, body of individuals etc. | |
| 15 | All undertakings as per tender condition (attached or not) | |
| 16 | Names and Address of BOD members & Regd. Office attached or not. | |
| 17 | Infrastructure and other detail (with documentary proof) : | |
| 18 | Details of Training School/s if any | |
| 19 | Detail of FDR/DD Rs. 50,000/-towards bid security (EMD) as per FR 2009. | |
| 20 | Detail of DD/cash receipt No. and date of Rs. 1,000/- for purchase of tender document as per FR 2009. | |



DECLARATION BY THE TENDERER

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.

(Signature of Tenderer with seal)

| | |
|-------------------|--|
| Name | |
| Address | |
| | |
| Phone No | |
| Moblile No | |
| Fax No. | |
| E-mail | |
| Place | |
| Date | |



Details of staff available with the agency

| Sr. No. | Name | Employee code | Qualification | ESI No. | PF No. | Experience in providing security (Years) |
|---------|------|---------------|---------------|---------|--------|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

The above format may be used to provide employee details. Use extra sheet, if required. Please enlist max. 50 personnel detail.

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B.: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

Handwritten signatures in blue ink, consisting of approximately seven distinct marks, likely representing the authorized signatory and other relevant parties.

PROFORMA FOR THE PERFORMANCE STATEMENT OT TENDERER: -

| Sr.No. | Name & address of client ; Name , designation & contact No./ e-mail ID of the officer concerned | Contact details including total manpower deployed | Value of contract (Rs.) | Duration of the contact (From--- to--- ----) | Client satisfactory certificate enclosed(Yes/No) |
|--------|--|--|-------------------------------|---|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Additional information , if any | | | | |

Signature of tenderer

Name and designation of signatory with seal

Date:

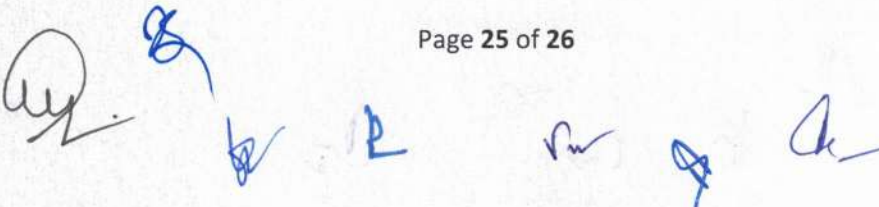
Place:

N.B.: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

MAN POWER REQUIREMENT: (to be decided by the authority before floating the tender)

| Sr.No. | Manpower description | Qualifications & experience | Nos. |
|--------|----------------------|---|---|
| 1 | Supervisors | Graduate as Security Guards OR Ex-servicemen Age should be between 18 to 65Years. | For ZH -3 For RH & Palampur, Rohru & MGMSC Khaneri Rampur-2 For 100 bedded or above civil hospitals -1 |
| 2 | Security Personnel | Matriculate(10th)as Security Guards Age should be between 18 to 65Years. | For ZH – 21, additional for CMO office -02 For RH & Palampur, Rohru & MGMSC Khaneri Rampur-15, additional for MS office -02 For 100 bedded or above civil hospitals -12 |

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting at health facilities. Contractor shall not place any security staff in the health facilities where the relatives of that particular security staff are working.



Annexure-G

Break-up of service charge quoted in the Column - B of BOQ to be uploaded in .pdf format

| Sr. No. | Particulars/Items/Services | Unit | Amount |
|---------|----------------------------|-------|--------|
| 01. | | | |
| 02. | | | |
| 03. | | | |
| 04. | | | |
| 05. | | | |
| 06. | | | |
| 07. | | | |
| 08. | | | |
| 09. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |
| | | Total | |

A series of approximately seven handwritten signatures in blue ink, arranged horizontally across the bottom of the page. The signatures are stylized and vary in length and complexity.