

Notice Inviting Tender
No: SMVDNSH/FY2021-22/04

Dated: 1st Oct 2021

Sealed tenders are invited by Narayana Vaishno Devi Speciality Hospital Private Limited, from firms with proven track record for providing Security Services at Shri Mata Vaishno Devi Narayana Superspeciality Hospital, kakryal, katra, for a period of two (02) years, which may be extended further for one year more subject to satisfactory performance and approval of the competent authority, SMVDNSH

Sealed offers marked '**Tender for Security Services**' duly affixed with Rs. 4/- revenue stamps in a two-bid format and properly sealed in third cover as amplified in conditions No. 03 of this tender must reach this office by or before 10.11.2021 upto 1300 HRS IST. The technical bid shall be opened on the same day or any other day convenient to the undersigned in presence of such tenderers as may choose to be present. The date of opening of price bid shall be intimated only to the eligible short – listed tenderers. The tenderer should clearly specify in words and figures the amount, which it intends to charge per month for such services inclusive of all taxes and Statutory Component(s).

Tender document along with detailed terms and conditions can be obtained from the office of the **Facility Director, SMVDNSH**, kakryal during the working hours against non-refundable /non-transferable tender fee of Rs. 500/- each or can be downloaded from our website www.smvdnsh.org . The downloaded tender document must accompany a demand draft for Rs. 500/- as tender fee.

The offer must reach SMVDNSH, kakryal through registered post AD/ speed post or through reputed courier service or can be put directly in sealed tender box, by or before the schedule date and time. Conditional tender or tender not sealed in two bid format properly or tender received after the stipulated date and time shall not be considered.

Sd/-
(M Muthu Mathavan)
Facility Director
SMVDNSH, Kakryal

Schedule of Events

Issue of Tender Document	: 1 st Oct 2021
Last Date of submission of tender (Techno- Commercial Bid)	: 10 th Nov 2021
Opening of Technical bid (Annexure – II, A and B)	: 11 th Nov 2021

Documents to be submitted

Technical Bid (Attach all documents, Declarations, details etc.)	: Schedule A
Financial Bid	: Schedule B
EMD	: Rs 50,000/-

ANNEXURE – I

Tender Document no.: SMVDNSH/FY 2021-22/4 dated: 1st Oct 2021

1. INTRODUCTION:

Narayana Vaishno Devi Speciality Hospitals private Limited incorporated under companies Act, 2013 is engaged in providing the health care services. For the benefit of the public and as a special obligation towards the society, a Multi – Speciality Hospital named Shri Mata Vaishno Devi Super Speciality Hospital, at kakryal, Katra under the aegis of the Shrine Board is operational.

For managing security services in the hospital, the SMVDNSH is looking for reputed firms in providing quality services in healthcare only w.e.f. 1st Dec 2021 to 30th Nov 2023.

2. DEFINITIONS:

Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning here under respectively assigned to them, namely:

- a) The expression “Owner” and/or “Institute” occurring in the TENDER document shall mean ‘Shri Mata Vaishno Devi Narayana Super Speciality Hospital, Kakryal, Katra’.
- b) The expression “Bidder” shall mean the tenderer who submits the tender for the Security services.
- c) The expression “Contractor” shall mean the tenderer who submits the tender for the said services and selected by the Shri Mata Vaishno Devi Super Speciality Hospital for the performance of the security services.
- d) “Work” and “Scope of work” shall mean the tenderer shall render the services at the Hospital in accordance with the service level requirements and qualitative standards set out in Annexure hereof. Tenderer shall perform the said services of its own and to the complete and utmost satisfaction of SMVDNSH and shall not engage a subcontractor without the expressed written consent of SMVDNSH for the performance of said services.
- e) “SMVDNSH” shall mean the Shri Mata Vaishno Devi Super Speciality Hospital, Katra.
- f) “Contract” shall mean the contract for the work and shall include the tender document, the specifications, general or special conditions of contract, the letter of acceptance and the acceptable rates / bill or quantities in price bids etc.
- g) Service provider shall mean Contractor / Firm to whom the work of Security has been awarded.
- h) Competent Authority shall mean Facility Director of SMVDNSH.

3. MINIMUM QUALIFICATION REQUIRED FOR BIDDING

- a) The bidder company / firm should have experience of providing professional Security Services in large complexes with 05 (five) years of relevant experience in providing services to Healthcare sector, preferably in NABH/JCI accredited Hospitals. (Provide Agreements evidencing the years of operation).
- b) The combined annual turnover of the company/ firm must not be less than 20 Crore for last 3 years audited financial years. Net worth on the bidder as per latest audited annual financial results should be positive.
- c) Total manpower strength of person should not be less than 500 in company (preferable).
- d) The bidder company should be a Company registered under Companies Act, 1956/2013 with an objective of operating in the field of Security Services etc.
- e) The Bidder company/ firm must possess valid TAN/PAN number and have filled income tax Return till financial Year 2019-20.
- f) The company should preferably have an ISO certification. (Provide copy of the certificate)
- g) Within last Five (05) years prior to the deadline of submission of bids, the bidder/firm should have executed at least one contract for providing satisfactory service of security for minimum continuous two year in any reputed setup.
- h) The firm should submit clients satisfactory certificates from at least 03 different firm for providing minimum 50 security personnel to each firm during the last 02 years.
- i) The firm should be capable of conducting regular security Audits. The firm should submit at least 03 security Audit reports conducted during last 03 years.
- j) In support of meeting the eligibility criteria as mentioned above, the bidder must submit the following documents in an un-priced technical bid:
 - i. Copy of work order / contract.
 - ii. Satisfactory work completion certificate in respect of work order / contract referred above from the client mentioning details like Contract/ Work order number, Name of work, period of contract, completion of work, etc.
 - iii. Copies of balance sheet for last 3 years .
 - iv. TAN/PAN number.
 - v. Statutory compliances like GST, Shops and Establishment act EPF/ CPF registration, ESI, Labour license (Under contract Labour (Regulation and Abolition) act, 1970) with valid TAN/PAN, IT and ST clearance (copy of certification / returns be submitted).
 - vi. Agency should file affidavit mentioning the agency has never been blacklisted nor served any notice for poor performance of work and conduct. All these facts will be verified from different quarter for verification, negative report in this regard will straight way will cancel the tender of agency.

General Conditions:-

1. The successful tenderer will be required to enter into an agreement with SMVDNSH within a period of one week from date of issuance or acceptance letter by SMVDNSH.

2. The tenderer shall submit offer in two parts i.e Technical and Financial Bid. The two bids shall be submitted separately as described below:
 - a) **The Technical Bid** shall be kept in a separate envelope duly sealed and superscribed as Technical Bid and must depict the name/ details of the firm etc. It must contain the following documents:
 - I. Schedule – A form duly filled in.
 - II. Earnest money in the form of DD for Rs. 50,000/-
 - III. Document containing instructions, terms and conditions for security services duly signed on each leaf by the tenderer along with documentary proof wherever required.
 - IV. List of manpower currently provided to various firms in J&K.
 - V. Copies of the 03 security audit Reports conducted during last 03 years.
 - VI. Client Satisfactory certificates from at least 03 different J&K based firms for providing minimum 50 security personnel during the last 03 years.
 - b) **Financial bid** shall contain the schedule-B from mentioning the rates to be charged in lieu of providing the services of security personnel (in figure as well as words inclusive of all taxes and Statutory Components), duly filled in and should be kept in a separate envelope duly sealed and subscribed as Financial bid.

The two envelopes (Technical Bid and Price Bid) sealed separately and superscribed as described above shall be kept in another envelope, which shall be duly sealed. This “main” envelope should than be subscribed as “Tender for Security services”.

3. SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

The service provider will provide all such services as provided in Annexure – I. Service provider shall provide and render quality security services upto satisfaction of SMVDNSH.

4. SUPERVISION

- 4.1) Service provider shall be solely responsible for instructing and supervising the work of the workmen engaged directly or indirectly by the service provider at the premises of SMVDNSH for this agreement. Service provider shall ensure that the workmen deployed at the premises, for the purposes of providing the services described here in shall maintain the discipline and abide by the rules and regulations of conduct applicable within such premises.
- 4.2) Upon receiving complaint from SMVDNSH regarding the quality of work or discipline of the employees deployed of the premises, service provider shall within 15 days take all necessary actions.

5. STATUTORY APPROVALS

Service provider undertakes to acquire and/ or ensure that all necessary approval/ license/ registration has been acquired and/ or ensure that all

necessary approval/ licenses/ and registrations has been acquired by any or all agents/ service providers to whom the service provider may have sub contracted (with the previous written consent of SMVDNSH) that may be necessary to provide such services.

6. COMPLIANCE WITH LAWS

In respect of all personnel directly or indirectly employed by the service provider for the performance of their obligations under this agreement, the service provider shall be solely responsible for compliance of all laws, rules and regulations and the service provider shall comply all the statutory requirements including but not limited to the requirements under payment of Wages Act, Minimum wages Act, Contract labour (Abolition and Regulation) Act. Employees State insurance Act, Employee provident Fund Act. The Service provider shall maintain all such registers and records required under various enactments and shall produce the same to the inspection of SMVDNSH as and when required. It is specifically made clear that all the personnel employed by the service provider shall be the employees of the Service provider and under no circumstances they shall be considered as the employees of SMVDNSH. Service provider undertakes and confirms that if there are any statutory or contractual liabilities, which may arise including but not limited to those with respect to compliance of the laws for the time being in force, or out of contracts of employment between service providers and its employees, the same shall be borne by the service provider.

7. INQUIRY

Service provider shall render all assistance to SMVDNSH in the course of any investigation/ inquiry that SMVDNSH, may choose to initiate against any and / or all the employees of service provider and /or their sub-contractors (appointed with the previous written consent of SMVDNSH) who are deployed to the premises for the purpose of this agreement, provided the investigation/ inquiry is in relation to any negligent act or wilful misconduct of the employees or sub-contracts of the service Provider.

8. INVOICE

Service provider shall raise an invoice for the services by the last day of every month in the agreed form, along with complete details, records, approvals and required statutory documents attached, as required. Payment of Invoice with all approvals and statutory documents supported to be cleared within 45 days of receipt of the same by SMVDNSH. That the invoices submitted by the service provider pursuant to having declared, services in the accordance with prospective agreement for any calendar month to the SMVDNSH, subject to the condition that such invoices accompanied with the following documents duly by the service provider;

- a. Attendance Sheet
- b. Duly signed copy of wage Register.

- c. ESI Remittance challan along with monthly contribution details in ECR Form PF remittance Challan/ ECR file in PDF format Professional Tax remittance challan duly signed and stamped TDS Challan duly signed and stamped.
- d. Copy of GST Remittance Challan duly signed and stamped copies of Labour law Related Returns filed (if any).

9. CONSIDERATION

SMVDNSH shall pay a consolidated sum of (As per month bill only)/- per month (as per month bill) plus GST as applicable as Consideration for the services provided.

10. INDEMNITY

Service provider shall compensate SMVDNSH for all direct, indirect or incidental loss and / or damages that may arise out of or on account of any act or omission of service provider or any of its employees with respect to such responsibilities.

11. NATURE OF RELATIONSHIP

Service provider shall be engaged as an independent contractor and must not be taken to be in Partnership or in a joint venture with or an agent of SMVDNSH. Service provider security's employees, agents and contractors are solely the employees, agents or contractors of service provider and shall not be considered as the employees, agents or contractors of SMVDNSH. Security services to be provided by the service providers shall be of best possible quality and shall be available round the clock i.e.24 hours on all days of the year as desired and required by the SMVDNSH from time to time. The service provider shall be liable to be deployed sufficient number of Security Guards, both male and female as desired by the first party from time to time for discharging security services to SMVDNSH.

12. PERSONNEL

It is understood and agreed by and between the parties that the Service provider would have sole and exclusive responsibilities, statutory and contractual, in respect of all its employees and SMVDNSH shall in no way be responsible for the same.

13. INSURANCE

Service provider shall be insured with a reputed creditworthy company as regards its working civil liability, bodily injured, corporal and material damage that can occur due to performance of services or acts of its officers and employees. Service provider shall justify to SMVDNSH on SMVDNSH's request, the regularity of its situation. SMVDNSH shall take out an insurance policy against any risk of fire, explosion, water damage, theft affecting or arising out of the premises, furniture, equipment and goods made available to service provider under the

terms of prospective Agreement, such insurance shall provide for a waiver of recourse against service provider and its insurer.

Obligations of Service provider

- i. Prospective service provider as per Annexure shall get a medical examination done for the workforce deployed as per the instruction of the SMVDNSH depending upon the nature of work, before deploying during the tenure of prospective agreement and any extended period thereof at the premises of the service provider at the cost of service provider. Medical examination mainly includes following:-
 - A. Haemoglobin
 - B. CBS
 - C. RBS
 - D. Eye test
- ii. Service provider shall train their personnel in fire Prevention and Fire Fighting techniques and other Security drills every month as they find suitable and appropriate. Service provider shall also maintain training record in proof of training imparted to their personnel and shall produce the same to SMVDNSH on demand.
- iii. Security personnel shall while controlling the flow of visitors in the hospital premises shall ensure that no visitor is offended, ill-treated. Second party shall maintain a patient complaint register and also a feedback register at their office in the SMVDNSH premises and shall make available such registers as and when demanded by SMVDNSH, for inspection.
- iv. Security personnel shall attend to the complaints of patients regarding their belongings lost in the premises of SMVDNSH and arrange to resolve the same at the earliest. Service provider shall maintain a register with regard to such complaints
- v. Service provider shall ensure that availability of required number of security personnel in all designated places and no such designated places will remain unmanned at any given point of time. SMVDNSH may conduct surprise visit to check incidence of indiscipline, absenteeism and sleeping while on duty on the part of personnel deployed by service provider.
- vi. Personnel deployed by the service provider shall abide to the security protocol set by SMVDNSH.
- vii. The Security personnel shall be exclusively gentle. The Service provider shall engage Female as well as Male security guards in the area as defined and desired by SMVDNSH. They shall perform their duty under the supervision of the supervisor provided/ appointed by service provider. The service provider shall act in consultation with SMVDNSH regarding deployment of the service provider in its premises.
- viii. The service provider shall engage suitable person who shall be able to satisfactorily handle, carry out and supervise security services including all emergencies/ eventualities that may arise during the course of work and take corrective measure promptly in consultation with the first party. The second party shall always take sufficient measure so that their employees maintain discipline inside the premises of SMVDNSH including reporting to the duties in time and not absent from their place of work.
- ix. The service provider shall be custodian of all keys of the hospital and responsible for any loss of valuable articles including computers and its parts, Machineries of all kind, medical equipments, medical appliances, medical kits Accessories etc . Service provider shall ensure total protection of SMVDNSH from theft, Robbery, Pilferage, Break-ins, vandalism, etc. The security Guards shall also regulate and control movement, parking of vehicles inside the premises of SMVDNSH. As a part of the duty, the guard posted may be instructed at behest

of SMVDNSH to check all the bags and baggage, belongs to visitors, cars, etc strictly for curbing and encountering terrorist attacks. The SMVDNSH have rights to set off the cost of any item lost / stolen against the bills payable to service provider. All personnel deployed by the service provider for security shall be neat and clean and of the presentable appearances and must use the uniform provided to them by the service provider which includes Headgear. The service provider shall ensure that all the employees are gentle, courteous and of the amicable disposition to all whom they come in contact. Any point of disagreement should be solved after proper discussion keeping in mind all rules and conventions of government. The security personnel deployed by the service provider at the premises of the SMVDNSH shall be strictly in accordance with the provision of the private security (Regulation) agencies act, 2006 and rules framed there under by state government.

- x. The Service provider shall ensure that the SMVDNSH corporate image remains unimpeachable. The service provider shall communicate to SMVDNSH the cases of unsuitable and non – conformities and shall take immediate corrective actions which may even include the removal of certain personnel of service provider.
- xi. The service provider shall ensure smart turnout of its guards who shall be in proper uniform, polished shoes, caps, belts etc according to the pattern. During the rainy and Winter seasons the guards shall be equipped with water resistant boots, umbrellas, raincoat, sweaters, torch, batons, etc. Moreover, the guards shall possess batons in their hands to counter odd and unprecedented situations, if cropped by any chance. The service provider shall also provide gunmen if desired by SMVDNSH. All security guards deployed therein shall abide by all instructions, as and when conveyed to them.
- xii. The service provider shall be required to meet the required quality and safety standards in terms of manpower training and delivery of services by playing a proactive in all quality and safety program/ initiative which the hospital may undertake from time to time during the period of agreement and maintain records. Additionally, he/ she shall adhere to the accreditation standards of the National Accreditation Board for Hospitals and Healthcare Providers (NABH) and Joint Commission International.
- xiii. The service provider shall immediately take note of any discontentment of its workforce engaged in security services in SMVDNSH and shall take immediate and effective measures/ steps to resolve the same.
- xiv. Service provider shall ensure that the work related problems of the workmen of deployed shall be dealt with by the service provider with information to SMVDNSH at the earliest, so that services offered to the ailing patients are not affected.
- xv. The service provider shall not any time employ any person employed with any other vendor serving SMVDNSH without obtaining “No objection letter” from that respective vendor. In case of violation of the same, service provider shall be liable to pay SMVDNSH a penalty equivalent to that of 24 months salary of such personnel so hired.
- xvi. The service provider shall ensure that in case of any problem, discontentment allegation, dispute or agitation crops up any point of time on the part of its workforce engage in security other supporting services, then he/she will be solely liable for the same and will take immediate and effective measure/ steps to resolve such and make arrangement to restore normalcy and tranquility. SMVDNSH shall have right to terminate the agreement without prior notice, withholds all the bill payable to selected service provider for the service and demand compensation there of such damage and inquiry.

TERMS AND CONDITIONS :-

1. The contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner and SMVDNSH reserves the right to demand the change of any employee/ worker if need warranted.

2. The service provider shall appoint fully qualified competent and skillful worker in their service, supervisors and employees/ work man at their own cost to ensure that service rendered by them, and the responsibility and obligations undertaken by them are carried out to the satisfaction of SMVDNSH.
3. Service provider shall provide its employees/ work man with such equipment and other paraphernalia as may be considered necessary, at its own cost.
4. Services will be provided by presentable, neatly attired, and well – mannered, qualified and trained personnel as per their functional designation.
5. The personnel deployed (preferred age group: 21-55 years) of certified character and antecedents be Indian National and must display name badge and identity card signed by the agent/ contractor and be conversant in speaking Hindi, English and local languages. The common uniform comprise of general dark colour trouser, light colour shirt, blazers and saris (as applicable) black shoes, white/ black socks, etc., and be provided by the contractor. The colour/ design of the uniform/ dress shall be got approved by the contractor from the authorities of SMVDNSH. The workmen shall be wearing caps and gloves additionally for ensuring utmost hygiene in the hospital premises.
6. Any theft or damage caused due to negligence of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration will be imposed by the designated officer of SMVDNSH.
7. The services will be provided round the clock on all days of the year with sufficient number of manpower required to run the operation. Leaves of regular as well as contractual employees of the agency should be strictly as per the statutory norms. Any leave availed unauthorized would be subjected to the penalty of contractor.
8. The contractor shall ensure that no tobacco, alcohol or narcotic or non – vegetarian substances are either sold or consumed in the premises let out to him under the contract and the contractor would be wholly responsible for any violation/ noncompliance and consequences thereof.
9. SMVDNSH shall not be responsible for any injury, accident disability or loss of life to the contractor or to any of its personnel that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatment of all personnel engaged by him under their pay roll and submit approval to this effect.
10. Compliance of policy regulation viz. payment of minimum wage act, Employers liability act, Control labour (regulation and abolition) act, The Work man compensation act, industrial dispute act, Martyr Benefit act, Employees State Insurance Act, Provident Fund Act, Miscellaneous Provision Act, and Labour License of state and Central government act, as on the date in existence or revised/ changes in future, will be whole sole responsibility of contractor. In this regard the contractor in all time should indemnify SMVDNSH, against all claims and maintain necessary books, logs, register, verification, return, receipts, computerized data base etc. mandatory as per the law as per the government rules and make it available for inspection/ verification to the concerned Government Officer/ labour enforcement Officer/ Regional provisional Fund Commissioner, as and when required.

11. The contractor shall arrange police verification of all the employees to be deployed by him and submit such verification to SMVDNSH Kakryal, Katra.
12. No Free accommodation shall be provided to the contractor or his employees. In case absolutely necessary, the request will be considered on chargeable basis and the amount shall be recovered from monthly bill of the contractor.
13. There should be no case pending with the police against the proprietor/ Firm or the company (Agency).
14. SMVDNSH reserves the right to withdraw /relax/interpret any of the terms and conditions mentioned hereinbefore; in such a situation the tenderer shall be given the sufficient time to take the changes in to the account.
15. Notwithstanding the sub- division of the document into separate sections or otherwise, every part of each section/ part/ point or paragraph, shall be deemed to a supplementary to and complementary of every other part and shall be read in totality as part and parcel of the contract.
16. Tenders received after the closing date and time shall not be considered.
17. Each page of tender document should be signed and stamped by the tenderer in acceptance of the terms and conditions, laid down by the hospital.
18. Tenderer or his authorized representative (with proper authorized letter) may choose to be present at the time of opening of technical bid and Price Bid.
19. The person/ officer signing the tender/ bid documents on behalf of the contractor should be delegated with an appropriate power of attorney (duly endorsed by Notary Public) by the Chief Executive Officer/ Managing Director of the company to sign such documents. An appropriate declaration must be enclosed.
20. Tenders incomplete in any form will be rejected outright. Conditional offers will not be accepted, at any circumstances.
21. No tenderer will be allowed to withdraw after submission of tender; otherwise the EMD submitted by the tendering company would stand forfeited. In case the successful tenderer declines the offer of the contract (or refuses to acknowledge or execute the contract/ agreement within 15 days of award of work) for what-so-ever reason, his EMD will be forfeited.
22. The contractor should not sublet the work to any other/ contractor. No child labour should be engaged and human rights as per law shall be protected and adhered. All persons must undergo a prior character and antecedent check/ police verification and must be medically cleared.
23. Expenses on external telephone used by the contractor and his staff will be borne by the contractor.

EXPERIENCE AND QUALIFICATION OF STAFF :-

The experience and qualification of staff being deployed by the service provider should be as follows.

1. The security Supervisor should have minimum 5-8 years of belt forces/ security services experience.

2. Other Security guards/ service personnel being engaged by the service provider should have minimum 0-2 years in hospital services experience.
3. The service personnel being engaged by the service provider should be polite in nature, smart and physically sound. The Security guard must be 5.6 feet height and above.
4. Security Guards to be engaged by the service provider must be fully trained in drill/ salute and in handling the security gazettes.
5. Security gadgets like metal detectors, car search mirror, walky talky, etc to be provided by the agency.

HANDING/ TAKING OVER

The fitting fixtures, furniture and all other items will be properly handed over after making separate kit inventory and detail of each items giving specifications duly signed by the representative of SMVDNSH and the contractor.

EARNEST MONEY DEPOSIT

- i. The proposal complete in all respect be submitted along with and Earnest Money Deposit of Rs. 50,000 – to be paid by the demand draft of any nationalized bank drawn in favour of Shri Mata Vaishnodevi Narayana Super Speciality Hospital, payable at Katra.
- ii. The EMD deposit by demand draft should remain valid for atleast 90 days from the last date of submission of tender.
- iii. The EMD shall be refunded to the unsuccessful tenderers soon after finalization of the contract.
- iv. It shall be refunded to the successful tenderer on receipt of performance security. The EMD amount deposited will be refunded without any interest.

PERFORMANCE SECURITY DEPOSIT

The contractor shall submit a Bank Guarantee Rs 10 Lakhs (Rupees Ten Lakhs Only) in favour of Shri Mata Vaishno Devi Narayana Speciality Hospital towards performance security deposit.

SECURITY DEPOSIT (SD)

The firm to whom work contract maybe awarded will have to deposit SD amount of Rs. 5,00,000/- (Rupees five Lac only) in form of CDR/ FDR pledged in favour of "Shri Mata Vaishno Devi Super Speciality Hospital" within fifteen days of the issue of the catering services contract. The security deposit shall not carry any interest and shall be forfeited in case of contractor, who fails to discharge its duties/ commitments or whose contract is terminated pre- maturely.

SERVICE LEVEL

Service provider has to abide by service levels as defined by SMVDNSH. Service Levels shall include patient feedback metrics/ Incidence as a key component.

ACCREDITATION

Service provider shall ensure that all requirements of the contractor in respect of its accreditation goals and objectives be met as per timelines defined from time to time.

FAILURE AND TERMINATION

If the performance of the security services provider is not satisfactory as per service levels, SMVDNSH may cancel the awarded contract and subsequently, arrange another service provider from waiting list prepared for the purpose. SMVDNSH shall not be responsible for any loss, damages etc. suffered by the service provider as a result of such termination of contract.

DAMAGES AND LOSSES

All the furniture and fixture at site stand at the risk and sole responsibility of the contractor who shall deliver in proper condition at time of annual stock taking to be done by SMVDNSH. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, SMVDNSH shall replace the same and amount shall be recovered from the security deposits of the contractor. For, losses, if any due to natural calamity or any other act of God, beyond the control of either party, SMVDNSH will replenish the same.

BREAKAGES

All damages/ breakages to the equipment/ furniture/ fixture/ inventory in charge of the contractor, if damaged due to negligence of the contractor's employees, the cost of repair/ replacement of the equipment/ furniture/ fixtures/ inventory will be borne by the contractor.

REPLACEMENT

Replacement of lost inventory items will be done after proper assessment of the SMVDNSH authorities and as per decision/ mutual discussion and shall be borne by the contractor.

PENALTY

Penalty on according unsatisfactory and improper maintenance of the complexes and their surroundings or not meeting service levels will be levied on spot fine by the competent authority of SMVDNSH and the contractor or his representative is liable to pay the fine. The methodology for imposing penalty shall be as under:

i.	Shortage of manpower	Rs.2000/- per person
ii.	Not wearing of uniform/ untidy uniform by the employee of the license	Rs. 500/-per person
iii.	Complaint about quality of service	Rs. 1000/- per complaint
iv.	No maintenance of personal hygiene by staff	Rs. 100/-per employee
v.	Any other complaint as defined from time to time	

Legal Dispute

Any dispute which may necessitate legal redressal, shall be first put to arbitration before an arbitrator appointed by the Facility Director, Shri Mata Vaishno Devi Narayana Superspeciality Hospital. However, on failure of arbitration, the matter will be restricted to the jurisdiction of the civil courts at Katra only.

Rates and Taxes

The quotes for services of general security service etc. should be inclusive of all taxes/ charges levied by the Central Govt./ State Govt. wherever applicable.

RIGHTS AND OBLIGATIONS OF SMVDNSH

a. Infrastructure:

In order to run on site operations smoothly SMVDNSH will provide service provider with:

- Infrastructure.
- In addition to this workstation with seating arrangement, personal computer, access to LAN, access to printer, adequate storage, seating space, staff locker and changing room will also be provided by SMVDNSH to Service provider.
- Equipment and appliances, if any.
- Furniture, fittings, furnishings and other requirements for the respective areas.

b. Utility:

SMVDNSH will be responsible for :

- Adequate supply of hot and cold water free of cost to Service provider under this contract for the first three months.
- Electricity consumed for the purpose of providing facility services free of cost to service provider under the contract.

c. Cleanliness of Areas:

SMVDNSH shall be responsible for the upkeep and maintenance of the administrative areas including utilities like plumbing, sewerage, exhaust system etc. SMVDNSH shall undertake the cost of repair due to normal wear and tear.

d. Pest Control Services:

SMVDNSH is responsible for pest control in its premises including the area of service and shall carry out routine pest control and rodent control, general disinfections, and cockroach control and fogging at least on a monthly basis for the premises at regular intervals in the area of services.

e. Licenses and Permits:

SMVDNSH will, at its own cost obtain all licenses and permits required for availing facility services such as fire NOC, form V.

f. Periodic Reports:

SMVDNSH's representative will assess service providers performance on a monthly basis. This report will be counter-signed by service provider's Unit Manager or Operation Manager.

“Tender for providing Security Services to the SMVDNSH”.

The bid shall remain valid for a period of four months from the last date of receipt of bids.

- I. Specify separately, the approximate manpower (supervisors, armed/ un-armed security guards) that the firm is capable of providing to the SMVDNSH at kakryal at notice of 7 days.
- II. The tenderer shall sign each page of tender document in token of his acceptance of the terms and conditions of the contract.
- III. **Manpower Required:** While the selected firm shall be obligated to increase/decrease the strength of personnel within 03 days as per the requirement of SMVDNSH from time to time during the period of the contract, the initial indicative minimum strength of Supervisors and guards (Armed /un armed / civil) shall be as under:

Supervisor	3
Security Guards	69
Head Guard	4
Drivers	7
Fire man	3
Relievers	10
Total man power	96

The increase or decrease in the manpower requirement and number shall be at the discretion of the management of SMVDNSH.

Successful firm shall be obligated to provide the services of well ex-serviceman (retired from Army / Navy / Air Force) or persons who have retired from Central Para Military Forces (CRPF, BSF, ITBP, CISF etc.) **only having medical certificate of shape 1 and their age shall not exceed 55 years. In case of Civil Guard, the person should be matriculate with at least one-month training on Security and should have good physique i.e. height not less than 165 cms and chest size should be at-least 77 cms and their age should be between 21 to 45 years. The civil security guard shall be deployed to assist Ex- Serviceman Security guard.**

Scope of work:-

- I. The security personnel deployed by the firm shall be responsible for meeting the security needs and to carry out physical checks at the designated place of deployment.
- II. All establishments shall be required to be guarded for period of contract.

- III. The selected agency shall be responsible to manage rotation of staff deployed, matters pertaining to leave, arranging leave, arranging leave substitutes so as to ensure the availability of approved strength of guards at all the establishments at all points of time.
- IV. The selected agency shall have to conduct quarterly security audit of all establishments of the SMVDNSH.
- V. The place of deployment of security personnel within the establishment and the timing of shifts shall be decided by the concerned unit head of the SMVDNSH.
- VI. The security guard deployed shall work under the control of security supervisor for kakryal/ as the case may be, who in turn shall report to the concerned unit head of the SMVDNSH.
- VII. The security supervisor shall be responsible for daily deployment, uniform turn out, discipline of the guards.

Evaluation of bids:-

- I. The tendering authority shall evaluate in detail as per the technical bids mentioned at Para) (a) / Schedule "A" (Technical Bid).
- II. In case of non-submission of requisite documents as per the technical parameters (Schedule "A" (Technical Bid), the bidder shall be marked as unqualified and financial bid of such tenderers shall not be opened.
- III. The financial bids shall be opened only in case of those bidders, who qualify technically.

Allotment:-

- I. The evaluation and comparison of the lowest bidder would be done based on the total amount (payable) quoted by the bidders as per the Schedule B (Financial bid).
- II. In case of tie in the Schedule B (Financial Bid), L-1 shall be finalized by draw of lots in presence of tendering authority or the feedback from the clients of the Tenderers.
- III. Tendering authority may negotiate with L1 bidder only or can make counter offer against the prices quoted by any bidder.

Duration of the agreement:-

- I. The duration of the agreement for providing the security services shall be two years from contract date mentioned in the LOA as may be initially ordered by SMVDNSH.
- II. The selected firm shall be responsible for deploying the full strength of security personnel as may be initially ordered within 10 days of issuance of letter of acceptance by the SMVDNSH. Subsequently, the additional manpower demanded if any shall be required to be provided within 03 days of the request. In case, the selected firm fails to comply with the condition, the CDR of the firm shall be forfeited without any communication with the firm and the firm shall be debarred from participating in any security tender issued by SMVDNSH for a period of next 05 years.

Termination of Agreement:-

- I. The SMVDNSH shall be at liberty to terminate the agreement at any time during its validity by serving one month's notice, without assigning any reason thereof. The

successful bidder may terminate the agreement by serving two months notice or by making payment of an account equal to one month's contract amount.

- II. The security personnel provided by the selected firm shall be well trained for security job. The firm shall undertake refresher course from time to time to upgrade the skills of personnel deployed by it.
- III. That the manpower engaged by the firm shall have to abide by the administrative and disciplinary norms as laid down by the SMVDNSH. The firm shall be required to engage only well trained , disciplined and presentable manpower to carry out the job assigned to it.
- IV. An indicative table of minimum wages/ EPRF/ EDLI/ GST etc. enforce currently is given below for reference:

Salary cost breakup (e.g.)		Supervisor	Security Guards	Head Guard	Drivers	Fire man
	Basic Salary (Minimum Wage)					
	Statutory Bonus @ 8.33% of 7000					
A	Gross Salary					
	Employer PF 12%					
	PF Admin Charges @ 0.5% of PF Wages					
	EDLI @0.5%of PF Wages					
	Employer ESI @3.25%					
	Uniform					
B	Statutory Deduction (Employer) + Uniform					
	Employee PF @ 12%					
	Employee ESI @ 1.75%					
C	Statutory Deduction (Employee)					
D(A-C)	Take Home					
E(A+B)	Total CTC					
F	Service Charges@					
G(E+F)						

- V. Any change in laws indicated in the table above shall be accommodated accordingly by the successful bidder without affecting the Administration/ Service charges quoted by the bidder in the financial bid.

There shall be no liability on the part of SMVDNSH and all obligations in respect to meeting requirements of labour laws, the charges for leave arrangements, expenditure on uniforms insurance, EPF/ PF/ CPF/ ESI/ EDLI etc. shall be the sole liability of the firm. Any amount of claim/ Compensation on that account, as may be payable, shall be the liability of the firm solely and SMVDNSH shall in no way be responsible for any act of omission or commission of the firm with regard to the violation of labour laws or any other law for the time being in force.

The firm shall contribute and deduct equivalent amount towards provident fund from the basic wage of each workers provided by the firm to SMVDNSH along with Statutory charges as may be prescribed from time to time. The SMVDNSH shall not be liable for any past liability or otherwise and no claim shall be made for the same by the firm to the SMVDNSH in this regard. In addition to above, the Firm shall be under an obligation to produce receipt of EPF/ PF/ CPF/ ESI/ EDLI deposit of all the workers provided by firm along with monthly bills submitted by it to SMVDNSH.

The firm shall fully comply with all applicable laws, rules and regulation relating to EPF/PF/CPF/ESI/EDLI Act, minimum wages Act, Contract labour Act, Workmen's Compensation Act and such other acts or laws, regulations passed by Central, State and Local Govt. Agency or Authority from time to time. Nobody below 18 years of age and above 55 years shall be deployed by the firm for any operation/ activities.

The SMVDNSH reserves the right to ask and require the security firm to remove any person deployed by the firm without assigning any reason/ notice.

In case of any dereliction of duty, gross neglect, any theft and unintended or intended damage caused by the firm or its security personnel or otherwise, any harm done to SMVDNSH, its properties, its designated officials or other employees, the firm shall be liable to make good the loss or pay compensation, refund expenditure on legal/ judicial proceedings as well as pay penalty which the Facility Director, SMVDNSH may deem fit.

That approved firm shall solely be liable for any costs, charges or expenses arising out of any claims or legal proceedings in connection with or relating to its operations/ activities under this agreement. The approved firm shall be liable to indemnify and keep indemnified SMVDNSH against any damages, compensation, costs charges or expenses arising out of any claims or proceedings relating to its operations/ activities.

The approved firm shall deposit the pay/ salary of the Security personnel in their bank account and submit the bank statements every month to this office. No cash disbursement shall be allowed in any case.

It shall be obligatory for the selected firm to produce character/ antecedent verification from police department in respect of the personnel deployed by the firm, within 45 days of deployment. In case, the firm fails to comply with this requirement, the wages paid in respect of such persons, whose character/ antecedents are not verified, shall be deducted from the amount towards the selected firm. In addition, an appropriate penalty may also be imposed at the sole discretion of the Facility Director, SMVDNSH.

The selected firm shall be obligated to ensure top quality turnout of personnel deployed. The SMVDNSH shall carryout surprise checks/ inspections in this regard and any slackness/ indiscipline/ misbehaviour/ poor turnout/ non-obedience of instructions of the concerned unit head shall attract a penalty; at the sole discretion of the Facility Director, SMVDNSH for an amount of up to Rs. 1000/- per incident. In case of number of such incidents being more than a reasonable limit in the opinion of the SMVDNSH, the contract shall be liable to be terminated without any notice or payment in due thereof.

That the firm shall have to deposit an amount of **Rs. 5,00,000/- (Rupees Five lakh only)** as security deposit in the form of CDR pledged to Facility Director SMVDNSH, Kakryal for providing security services which shall be released after the completion of contract period subject to successful accomplishment of the contract. The security deposit shall be forfeited if the contractor prematurely withdraws or if the service are terminated for being unsatisfactory.

That the successful tenderer shall make alternate arrangements in case their employees go on strike, if no such arrangements are made by the approved firm, the approved firm is liable to be terminated without notice and the security deposit shall be forfeited.

SMVDNSH shall not provide any accommodation to the security personnel. The accommodation for the security personnel shall have to be arranged for by the firm.

That approved firm/ firms shall ensure that its employees/ workforce do not use any eatables/ products/ articles, which are prohibited by any law, custom or convention or capable of hurting the religious faith of the pilgrims or any other person and norms prevalent in SMVDNSH. In case any of the security personnel is found violating this clause during duty, a fine @ Rs. 5,000/- per incident shall be charged from the firm, which shall be deducted from the due monthly payments to be made by the SMVDNSH.

The above terms and conditions are only indicative and not exhaustive. Some more terms and conditions shall form part of the agreement to be signed in this behalf.

SMVDNSH reserves the right to allot contract in respect of different location (s) to different firms based on the availability of suitable manpower, reputation of the firm, past experience of SMVDNSH with different firms etc. The decision in this regard of the SMVDNSH shall be final.

All disputes and differences between the parties here to including the interpretation of the terms and conditions herein, any other stipulation of the tender notice or any deep executed hereafter shall be referred to the sole arbitration of the person to be nominated and appointed by the Facility Director, SMVDNSH, whose decision shall be final and binding upon the parties to this agreement. The place of arbitration shall be at Jammu. The provision of J&K Arbitration and Conciliation Act, 1997 shall apply courts at Jammu/ Katra/ Reasi only shall have the jurisdiction to entertain any legal proceeding arising out of this agreement.

Sd/-
M Muthu Mathavan
Facility Director
SMVDNSH, Kakryal

Schedule "A"(Technical Bid)

The tenderer shall furnish the following information with documentary evidence wherever required. This data shall be submitted without fail in the technical bid only and not otherwise.

Name of the firm: M/s _____

S.No.	Particulars	Remarks
1	The bidder company/ firm should have experience of providing professional security services in large complexes with 05 (five) years of relevant experience in providing services to Healthcare sector, preferably in NABH/JCI accredited Hospitals.(Provide Agreements evidencing the years of operation)	
2	The combined annual turnover of the company /firm must not be less than 20 crores for last 3 years financial years. Net worth of the bidder as per latest audited annual financial results should be positive.	
3	Total manpower strength of personnel should not less than 500 in company (preferable)	
4		
5	Number of security personnel deployed by the firm as on date	
6	The bidder company should be a company registered under Companies Act, 1956/2013 with an objective of operating in the field of security services etc.	
7	Maximum number of security personnel deployed by the firm any point of time during the last three years.	
8	Relevant ISO certification of the firm duly supported with documentary proof.	
9	Within last 05 (five) years prior to the deadline of submission of bids, the bidder/ firm should have executed at least one contract for providing satisfactory services of security for minimum continuous two years in any reputed setup.	
10	Details about the registration with the Govt. Labour Department.	

11	Copies of the 03 security audit reports conducted during last 03 years.	
12	List of qualified and professional manpower already available with the firm in all categories.	
13	Client satisfactory Certificates from at least 03 different firms in J&K for providing minimum 50 security personnel each during the last 03 years.	
14	Annual turnover of the firm for the last three years as per profit and loss/ Balance sheet, a copy whereof to be enclosed.	
15	Satisfactory work completion certificate in respect of work order / contract referred above from the client mentioning details like contract/ Work order number, Name of work, period of contract, completion of work, etc.	
16	Agency should file affidavit mentioning that agency has never been blacklisted nor served any notice for poor performance of work and conduct. All these facts will be verified from different quarter for verification negative report in this regard will cancel the tender of agency.	
17	Statutory compliances like GST, shops and Establishment act EPF/CPF registration, ESI, Labour License (under contract labour (Regulation and Abolition) Act 1970) with valid PAN/TAN, IT and ST clearance (copy of certification/returns be submitted).	
18	b) ITR statement/Income Tax Assessment Order (for the last three years to be enclosed).	

(Copies of Documentary proof may be furnished where-ever required)

Additional pages may be used, if needed.

For and on behalf of M/s _____

(Authorized Signatory)

Name: _____

Address _____

Mobile No. _____ Email _____

Schedule "B" (Financial Bid)

Name of the Tenderer: _____

Amount of C.D.R. with number and date: _____

Salary cost breakup (e.g.)		Supervisor	Security Guards	Head Guard	Drivers	Fire man
	Basic Salary (Minimum Wage)					
	Statutory Bonus @ 8.33% of 7000					
A	Gross Salary					
	Employer PF 12%					
	PF Admin Charges @ 0.5% of PF Wages					
	EDLI @0.5% of PF Wages					
	Employer ESI @3.25%					
	Uniform					
B	Statutory Deduction (Employer) + Uniform					
	Employee PF @ 12%					
	Employee ESI @ 0.75%					
C	Statutory Deduction (Employee)					
D(A-C)	Take Home					
E(A+B)	Total CTC					
F	Service Charges@					
G(E+F)						

Signature with stamp of bidder

Note: GST shall be charged extra.

To,

The Facility Director,

Shri Mata Vaishno Devi Narayana Hospital, Kakryal.

Subject:- Affirmation

Sir,

We, M/s _____ having office at _____, hereby submit our tender for providing security services at various establishments of SMVDNSH.

By the bidder:-

We affirm that we have read and fully understood the nature of job and the terms and conditions relating to this tender and agree to abide by the same.

In case of selection of our firm for providing security services to SMVDNSH, we will execute an agreement with SMVDNSH within the period as may be prescribed by the Board and that shall also be bound by all such terms and conditions laid therein, which might be subsequently incorporated in the agreement to be signed by us.

If we contravene any of the conditions of the agreement, we shall not have any objection to the forfeiture of our CDR and the extinguishing of our right to continue the assignment entrusted to our firm.

For and on behalf of M/s _____

(Authorized Signatory)

Signature _____

Name _____

Designation _____

Date _____