GOVT. OF ASSAM

OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT

Tezpur Medical College & Hospital, Tezpur, Bihaguri-784010, Assam.

(Under Society for Medical Education Tezpur) Tel: 03712-241328, Website: www.tmchassam.edu.in, e-mail: tmctezpur@gmail.com

No. SMET/TMC/NIT/792/2017/4218

<u>Notice Inviting Tender (NIT) for Annual Job Contract of Security Services in the premises of Tezpur</u> <u>Medical College & Hospital (TMC&H), Tezpur, Assam</u>

The Principal cum Chief Superintendent, TMC&H hereby invites open tenders in two bids system **through e-tendering** for providing of Security Services in the premises of TMC&H, Tezpur, Assam.

Interested bidder shall submit the bid in online mode at the e-Procurement site: <u>https://assamtenders.gov.in</u>.

The bidder is expected to examine all instructions, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

Tender should be addressed to the Principal cum Chief Superintendent, TMC&H, Tezpur, Tumuki, Bihaguri, Tezpur, Sonitpur, Pin: 784010.

Bids received offline or in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances.

| Date of Tender Publish | 27.11.2024 (05.00 PM) |
|----------------------------------|---|
| Bid Document Download Start Date | 28.11.2024 (10.00 AM Onward) |
| Bid Submission Start Date | 28.11.2024 (11.00 AM) |
| Online Bid Submission End Date | 12.12.2024 (02.00 PM) |
| Technical Bid Opening Date | 13.12.2024 (11.00 AM) |
| Einensiel Bid Opening Date | Financial Bids of the technically qualified bidders |
| Financial Bid Opening Date | shall be opened at a later date. |

CRITICAL DATES OF THE TENDER

SCOPE OF WORK

The service provider shall provide round the clock security service i.e 24 hours day for 365 days a year. A single shift will have normal duration job of eight hrs. Normally there shall be three shifts of eight hours each.

The security guards shall perform their duties diligently and afford protection to the entire premises of TMC&H, check all vehicles, maintain entry/exit registers, give instructions to park private vehicles at proper place, watch the movements of public/visitors and alert the concerned officer-in-charge in alarming situations, apart from attending to such other duties as may be assigned by officers concerned from time to time. The guards should be skilled in traffic management and handling of fire fighting equipments. The guards should be able to read, write and speak Hindi and Assamese language.

The agency will deploy security personnel as per the requirement given by the institute. For the purpose of manning duty points (24 hours, 16 hours, 8 hours), TMC&H shall determine requisite strength of security personnel needed as per the deployment criteria adopted so as to ensure desired standard of performance. The duty points to be fixed will be at the sole discretion of the Institute.

Date:- 27/11/2024

The tentative requirement of persons to be engaged will be Sixty (65) Security Guards (Unarmed), Four (4) Supervisors and One (1) A.S.O. However, the Principal cum Chief Superintendent, TMC&H shall have the right for increasing/decreasing the same at his discretion, as and when required.

INSTRUCTION TO THE BIDDERS

1) Please go through the Tender document carefully to understand the documents required to be submitted as part of the bid.

2) The entire Tendering Process is ONLINE through e-Procurement Portal of Govt. of Assam.

3) The bids shall be prepared in two parts, namely, "Technical bid" and "Financial bid". Interested bidders shall be required to submit "Technical Bid" & "Financial Bid" in online mode only.

"Technical Bid": This will consist of the supporting documents as proof of meeting all eligibility Criteria along with scanned copies of online payment details EMD and Tender Fee and other required enclosures, viz. scanned copies of the following:-

- (a) Bidder's Details Form in prescribed format as per Annexure-I.
- (b) Online payment details Tender Fee.
- (c) Online payment details EMD.
- (d) The entire bid documents with corrigendum/amendments, if any, in token of acceptance by the agency of all terms & conditions.
- (e) Copy of Registration of Firms/Company.
- (f) Proof of registration with ESI Authorities along with Registration Number.
- (g) Proof of registration with EPF Authorities along with Registration Number.
- (h) Registration with Government Labour Department and valid License issued by Central/State Government for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.
- (i) Copy of licence under Private Security Agencies Regulation Act (PSARA), 2005.
- (j) Trade License.
- (k) Declaration to provide Labour Licence after award of contract.
- (l) Income Tax Pan.
- (m) Registration Certificate of Goods and Services Tax clearly showing the class/classes of goods/services for which registration has been obtained along with copy of last return filled.
- (n) Copies of work orders, certificates of satisfactory performance from departments/organizations where similar services have been provided by the bidder in the past.
- (o) Copy of ISO certificate, if any, from the appropriate authority.
- (p) Power of Attorney in favour of signatory of bid, if applicable.
- (q) Income Tax Returns along with Balance Sheet and Profit & Loss A/c for last three years duly authenticated by a Chartered Accountant.
- (r) Certificate of Chartered Accountant about turnover of the bidder during past three years.
- (s) Photo-copy of proofs of deposition of ESI and EPF contributions in respect of each workman / manpower for the last six months.
- (t) Work-plan presentation.
- (u) Declaration for not having been blacklisted by any State Government or by Government of India
- (v) All other documents as may be required under terms & condition and instructions of the NIT.
- (w) The bidder may furnish any additional information which he thinks is necessary to establish his capabilities of handling the task. He is, however, advised not to furnish superfluous information.

"Financial Bid": This will consist of the details of financial matters which will be submitted only in the form of BOQ_XXXX .xls IN ONLINE MODE.

| S1. | 1 | 2 | 3 | 4 | 5 | 6 |
|-----|-------------|-------------------------|------------|------------|-----------------|-------------|
| No | Category | Basic Wages +VDA per | Employers | Employers | Security agency | GST or |
| | of Security | person per month as per | Share of | Share of | charges per | Other |
| | Personnel | State latest minimum | EPF as | ESIC as | month in | applicable |
| | | wage notification | applicable | applicable | percentage (%) | taxes to be |
| | | - | | | (Refer T&C No. | paid extra |
| | | | | | 45) | |
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| | | | | | | |
| 1 | A.S.O. | | | | | As per |
| | | | | | | Govt. |
| | | | | | | Rules |
| 2 | Supervisor | | | | | As per |
| | | | | | | Govt. |
| | | | | | | Rules |
| 3 | Security | | | | | As per |
| | Guards | | | | | Govt. |
| | (Unarmed) | | | | | Rules |

(Reference format of online Financial Bid)

4) The bid prepared by the bidder shall be written in English language. All the columns of the tender document must be filled in and no column should be left blank. "NIL" or "Not applicable" should be marked, where there is nothing to report.

5) The Bidders are advised, in their own interest, to visit all the office premises mentioned to have a clear picture of the work involved before quoting rates in the Financial Bid.

6) The bidder should sign and affix his stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn.

7) Amendment/corrigendum, if any in the tender document shall appear only in the website of TMC&H only. No newspaper publication will be issued in this regard.

8) The bidders shall fill up the information in Annexure in clear and legible terms. Necessary documentary proofs must be attached.

9) The prospective bidders are advised to start uploading process well in time and not leave it to the last minute as same may take time because of the data involved.

10) In case of any clarification, if any, needed by the prospective bidders, the same may be sought through email on **09-12-2024 between 11:00 AM to 02:00 PM**.

TERMS & CONDITIONS

1) Pre–Qualification Criteria:- The Agency fulfilling all the following criteria shall only be considered for technical evaluation:

i. The agency should be approved/recognized/registered by Govt. of India/State Govt. for Providing Manpower Services for Security.

ii. The agency should fulfill all the statutory requirements like GST Registration, Professional Tax Registration, PAN Card, PF & ESIC account and valid license by competent authorities (PSARA license issued by Assam Government).

iii. The agency should have a minimum experience of three years in providing of security services in State, Central Govt./Semi Govt./PSU/Corporation including additional experience of at least two years in providing security services in State/Central/Autonomous Higher Educational Institutions as on 31.03.2024.

iv. The agency should have undertaken at least two single work orders for providing minimum 50 number of security personnel to a Central/State Govt./PSU/Board/Corporation/Autonomous Body during the last five years (Up to 2023-24).

v. The agency should have a minimum average annual turnover of Rs. 1.0 Cr. in the last three financial years (Up to 2023-24).

vi. The agency should not have been blacklisted by any Govt., Semi-Govt. Department, autonomous body or any other organization. An affidavit to this effect on Non-Judicial stamp paper of Rs. 100/-(Rupees One Hundred only) duly notarized should be enclosed with the Technical Bid.

vii. The agency shall have to submit its proposed Work-plan at TMC&H indicating the deployment of staff proposed and other details for the efficient satisfactory performance of the contract based on the scope of work along with the technical bid.

xiii. The agency is not necessarily to be a single entity. Bid from Joint venture or Consortium will be accepted.

ix. The agency having experience of providing similar nature of services in Medical College Hospital will be preferred.

2) Tender Fee of Rs. 5,000/- (Rupees five thousand only) (Non-refundable) through online payment mode, payment receipt will be submitted along with technical bid. Other form of payment will not be accepted. Bid not accompanied with online payment details as stated above or less than the amount stipulated above shall be summarily rejected.

3) Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees two lakh only) through online payment mode, payment receipt will be submitted along with technical bid. Other form of payment will not be accepted. Bid not accompanied with online payment details as stated above or less than the amount stipulated above shall be summarily rejected.

4) Exemption from furnishing of EMD: Exemption from furnishing of EMD will be allowed to Micro and Small Enterprises (MSEs) and SSI units provided such MSEs/SSI unit's enclose certified copy of Valid Certificate of Registration as MSEs/SSI unit's issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSEs (Mere registration does not qualify the Bidders for claiming exemption from furnishing the EMD).

5) Performance Security Deposit: The successful bidder shall be required to deposit a security money equivalent to 2% of the estimated annual value of the contract in the form of A/c Payee Demand Draft/ Term Deposit/Bank Guarantee within 21 days from the date of award of contract. The Performance Security Deposit will have to be valid throughout the contract period. The security money so deposited shall be released thereafter on claim, subject to adjustment if any, arising out of terms and conditions pertaining to the tender. No interest will be paid on this security deposit amount if the security deposit money is furnished through Demand Draft.

6) Clarification of bid documents by TMC&H: To assist in the examination, evaluation and comparison of bids, TMC&H may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

7) The contract is likely to commence from 24-12-2024 or such date as may be decided by the TMC&H authority.

8) The staff so deployed will not be changed by the agency without the approval of the authority. The agency will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the authority.

19) The Agency will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The authority will, in no way, be responsible for settlement of such issues whatsoever.

10) The manpower engaged by the agency shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized representative of the institute.

11) The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the employees, students, visitors, guests of the institute especially with the female employees, students, visitors, guests and should project an image of utmost discipline.

12) That in the event of any loss occasioned to the institute, as a result of any lapse on the part of the agency which will be established after an enquiry conducted by the institute, the said loss can be claimed from the agency up to the value of the loss. The decision of the head of the institute will be final and binding on the agency. However, the agency will not be held responsible for the damages/sabotage caused to the property of the institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

13) The authority may, at its discretion, waive any minor non-conformity or any minor irregularity in a bid. This shall be binding on all bidders and the authority reserves the right for granting such waivers.

14) The conditions of the bidders shall not be binding on TMC&H.

15) Legal Jurisdiction: All disputes shall be subject to Guwahati Jurisdiction only.

16) Validity of bid for acceptance: The bid offers shall remain valid for acceptance for a period of 90 days from the date of opening of Price Bid.

17) Validity of Rates: The rate once offered and accepted by the authority, shall not be altered during the entire period of contract unless it is revised by the statutory bodies. The rate shall be considered for revision based on minimum wages or any change in taxation rates.

18) The Principal cum Chief Superintendent, TMC&H, Tezpur reserves the right to accept or reject any or all tenders without assigning any reasons.

19) All the persons deployed will perform their duty in proper uniforms and will maintain a smart turn-out.

20) The agency shall provide Security staff that should be smart, healthy and having good character antecedent and conduct.

21) The agency will have to ensure satisfactory standards of its employee's competence, conduct, cleanliness and integrity. Neglect of duties, undesirable act, misbehavior and consumption of alcohol while on duty etc., shall not be condoned.

22) The agency should ensure that they pay minimum wages from time to time to their personnel. Failure to pay minimum wages will render termination of the contract.

23) The personnel engaged by the agency for this job contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the personnel so engaged by the agency.

24) Deposition of ESI and PF contributions of the personnel engaged shall be the responsibility of the agency at his own expenses and Employer's portions of such ESI and PF contributions shall be reimbursed to the agency by the Institute. For any default in compliance, the agency shall be held responsible.

25) Duration of Contract: The duration of the contract will be for an initial period of one year from the date of commencement of work after award of contract on the rates quoted by bidder in the Financial Bid with a provision to extend the contract for a further period of two years by one year at a time on the same rates and on the same terms and conditions subject to satisfactory services.

26) The functional control over the personnel deployed by the agency will rest with this office and the disciplinary administrative control will be with the agency.

27) This office may require the agency to dismiss or remove from the site of work, any person or persons, employed by the agency, who may be incompetent or for his/ her/their misconduct and the agency shall forthwith comply with such requirements. The Agency shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

28) The manpower so engaged by the agency shall wear appropriate uniform of standard quality and wear a badge displaying of his/ her name, while on duty. The said uniform and badge shall be provided by the agency at its own cost.

29) The agency shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations. The agency shall make all rounds statutory compliances regularly in respect of the personnel deployed under this contract. TMC&H shall not be liable for breach of any Labour Laws or any other Laws for the time being in force. The agency shall not be entitled to any other claims which are not included in the contract. Further the agency may also be asked to produce the record of compliance of central and state labor welfare provisions and such production of documents/compliance is must and binding.

30) This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

31) The agency to whom the contract is awarded shall ensure that the security personnel wear only that pattern of uniform, which is approved by the Institute. Uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersey/over coat, rain coat, torches, shoulder badges, caps with monogram will also be supplied to the security personnel by the agency.

32) In case any person is found to be "not alert" or "not in proper uniform, dress or commits any indiscipline act or breach of any of the terms and conditions of the contract" the Institute shall have the right to impose any punishment or fine upto Rs.1,000/-(rupees one thousand only) on the agency.

33) The person or institution to whom the contract is given is bound to abide by the instructions on security matters issued by the Institute from time to time.

34) List of records to be maintained by the agency for operations in TMC&H shall be subject to scrutiny/inspection by the authorized officer of TMC&H.

35) The rates for manpower that may be required for the proposed services shall be the rates as per latest minimum wage structure of Assam State Government as amended from time to time.

36) Relieving charges for round the clock security service applicable for 24X7 basis security check points may be approved by TMC&H in absence of extra work force for the same.

37) The Agency should not allow its employees to participate in any trade union activity or agitation in the premises of TMC&H. The agency will be responsible for such conduct of the persons engaged by it under the contract which will be conducive for maintaining the harmonious atmosphere in the TMC&H premises.

38) The Agency shall organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.

39) GST, as applicable from time to time, shall be borne by TMC&H, will be deposited by the service provider in the concerned offices.

40) Payment conditions: The agency shall disburse the wages to the workers latest by 7th day of every month through bank transfer and subsequently raise the bill for reimbursement. The TMC&H shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the agency to make regular payment to the workers engaged by him as per the State's minimum wages. Monthly wages will be reimbursed to the agency as per the fund availability status.

41) Termination of Contract: The contract will be terminated in case the conditions in the agreement are not fulfilled. The Contract with the agency can be cancelled by the Institute by giving one month's notice in writing due to deficiency in service by the agency. In case the agency desires to cancel the contract, he is required to give three months notice in writing to the Institute.

42) Prospective bidders may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Further it should be noted by them that uploaded documents of successful bidders will be verified with the original documents before award of contract.

43) Resolution of Dispute: In the event, if any dispute arises touching any of the clauses of the terms & conditions, the matter will be referred to the Director of Medical Education, Assam whose decision shall be binding on both the parties.

44) Tender opening and criterion for evaluation:

44.1 The evaluation of the tenders will be made first on the basis of eligibility criteria mentioned in this tender document. In addition to satisfaction on eligibility conditions mentioned in this tender document, all such shortlisted tenders will be further evaluated on the qualitative aspects specified in the tender based on the details submitted by the agencies in the technical bid. In such technical evaluation, score will be allotted to the agencies based upon their credentials as per the evaluation matrix and the agency (s) securing more than 35 marks out of 50 marks allotted to Technical Bid shall be considered as Technically qualified for financial bid evaluation/final consideration.

44.2 The Financial bid of such firms found valid based on technical parameters/ technical evaluation stage will be opened on the date, time and venue to be announced after opening of the Technical Bid. The agency who quoted the lowest agency charges will be selected subject to fulfilling of the condition that the quoted rates are not below the minimum benchmark wage and fulfilling other conditions shall be considered for award of work. In case, the lowest rates quoted by two or more bidders will be same, the bidder having more scores in technical bid will be considered for award of work. In case of tie again, bidder having more average annual financial turn over in last 03 financial years will be considered for award of work.

45) The bidders will submit agency charge as a percent figure upto two decimal places. The minimum percentage of agency charges to be allowed considering all relevant aspects including business feasibility, practicability to sustain, quantum of income tax etc. is fixed at 10%. The agency charges includes profit of service provider, bonus payable to deployed manpower, cost of uniform, tools and other charges/ responsibility of the service provider as per labour laws. If any agency quotes less than the minimum agency charges as fixed, the same will not be accepted as viable and responsive rate and would be rejected accordingly.

46) The bidders must provide documents in support of the pre-qualification criteria failing which the authenticity of the information may not be accepted. Bidders must also submit the duly signed and sealed Annexure prescribed in this NIT failing which the tender shall not be accepted.

47) In Technical evaluation, score will be allotted to the agencies based upon their credentials as per the following evaluation matrix and the agency (s) securing more than 35 marks out of 50 marks allotted to Technical Bid shall be considered as Technically qualified:

| S. No | Criteria | Max. Marks | Scoring Pattern |
|-------|---|---------------|--|
| 1 | State/Central/Autonomous Higher Educational 20 @ 5 years and abov | | @ 3 years and above=10 Marks, @ 5 years and above=15 Marks @ 10 years and above=20 Marks |
| 2 | Numbers of single work order (running/completed) for providing minimum 50 number of security personnel in Central/State Govt./PSU/Board/Corporation/ 10 @ 2.5 marks for each control of the security personnel in Central/State Govt./PSU/Board/Corporation/ Autonomous Body during the last five years (Up to 2023-2024) 10 @ 2.5 marks for each control of the security personnel in Central/State Govt./PSU/Board/Corporation/ | | @ 2.5 marks for each contract |
| 4 | Average Annual Turnover of last 3 Years. (Refer Annexure IV) | | @ 10 marks on the minimum turnover of Rs. 1 crore and @ 1 mark per 25 lakhs |
| 6 | Work-plan: Proposed plan for security service at TMC&H in consonance with the tender document to be submitted in PDF format as part of the technical bid | 05 | To be assessed by a committee of members nominated by the competent authority) |

BIDDER'S DETAILS FORM

| Sl.No. | Particulars | To be filled in by the bidder |
|--------|---|-------------------------------|
| 1. | Name of the Agency | |
| 2 | Details of EMD | |
| 3 | Details of Tender Fee | |
| 4 | Date of establishment of the agency | |
| 5 | Registration Details of the agency as Company/Partnership Firm etc. (Copy to be enclosed) | |
| 6 | Detailed office address of the Agency with office Telephone Number, fax Number and Mobile Number and name of the contact person | |
| 7 | Whether registered with and holding license from all concerned Government Authorities including Labour Licence/ESI/EPF, registration under Contract Labour (Regulation & Abolition) Act 1970, PSARA Act, 2005 etc. (Copies of all certificates of registration/licence to be enclosed, as applicable) | |
| 8 | PAN/TAN/Service Tax/GST Number (Copy to be enclosed) | |
| 9 | Whether the firm is blacklisted by any Government, Department or any criminal case is registered against the firm or its owner / partners anywhere in India. (If no, a certificate is to be attached in this regard.) | |
| 10 | ISO 9001-2008 Certification | |

SIGNATURE OF THE BIDDER WITH DATE & SEAL

DETAILS OF EXPERIENCE AS ON 31.03.2024

| C | Nome of | Type of Organization | Notres of | Dania d fa : | Draaf |
|----|-------------------|------------------------------|-----------|--------------|-------------|
| S. | Name of | Type of Organization | Nature of | Period for | Proof |
| No | Organization with | (State, Central Govt./Semi | Work | which | Attached at |
| | complete postal | Govt./PSU/Corporation/Higher | | contract was | Page No. |
| | address | Educational Institutions) | | awarded | |
| | | | | (From-To) | |
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(If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached).

SIGNATURE OF THE BIDDER WITH DATE & SEAL

DETAILS OF SINGLE WORK PROVIDING MINIMUM 50 SECURITY PERSONNEL UP TO 2023-24

| S. No | Name of Organization with complete postal | Type of Organization (State, Central Govt./Semi Govt./PSU/Corporation/Higher | Nature of Work | Nos. of Security Personnel | Proof Attached at Page No. |
|----------|---|--|-------------------|----------------------------------|----------------------------------|
| | address | Educational Institutions) | | Provided | |
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SIGNATURE OF THE BIDDER WITH DATE & SEAL

CERTIFICATE REGARDING TURN-OVER OF BIDDER'S DURING THE LAST THREE FINANCIAL YEARS

I / We, M/s____

the bidder for _____, providing for Security Services on annual contract basis, hereby confirm that the average annual turnover of the firm/company during the last three financial years is Rs. 1 crore or more. The financial year-wise breakup is given below:-

| S. No | Financial Year | Annual Turnover for the Year |
|-------|----------------|------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |

SIGNATURE OF THE BIDDER WITH DATE & SEAL

CERTIFICATE BY CHARTERED ACCOUNTANT

I/ We ____, Chartered Accountants, certify that the figures regarding Annual Turnover for the Financial Years mentioned above in respect of _____are true and found correct M/s _ as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT