



Government of India
Ministry of Health & Family Welfare
Office of Additional Director CGHS Kolkata
6, Esplanade East, Gr Floor, Kolkata 700069
Tel: 033-22103921, 22627578 Fax: 033-22485346

Open Tender Notice No. F. No. 48-4/CGHS/KOL/MSD/Security Guard/Vol. I

E-TENDER DOCUMENT

FOR

ENGAGEMENT OF SECURITY AGENCY FOR PROVIDING SECURITY GUARDS FOR OFFICES & WELLNESS CENTRES OF CENTRAL GOVERNMENT HEALTH SCHEME IN KOLKATA & HOWRAH

FOR PERIOD OF 3(THREE) YEARS

For & on behalf of the President of India, e-Tenders are invited for engagement of Security Agencies registered for providing Security Guards for a period of three year from the date of signing of contract. The tender will be governed by the “Terms & Conditions” of the Tender.

The tender document can be downloaded from <https://eprocure.gov.in/eprocure/app> or www.cghskolkata.nic.in

BIDDING SCHEDULE / CRITICAL DATES

Tender Number	48-4/CGHS/KOL/MSD/Security Guard/Vol. I
Name of the Organization	Central Government Health Scheme, Kolkata
The Price of blank Bid/Tender Document	NIL
Amount of Earnest Money Deposit	Rs. 1, 00,000/- (Rs. One Lac only).
Issue/Publishing Date & Time	05.06.2018 at 6pm
Date & Time of Pre –Bid Meeting	21.06.2018 at 15.00 Hrs
Venue of Pre-Bid Meeting	Office of the Addl. Director, CGHS, Kolkata at 6, Esplanade East, Ground Floor, Kolkata 700069
Website address for downloading the tender document	www.eprocure.gov.in/eprocure/app or www.cghskolkata.nic.in
Document Download start Date &Time	05/06/2018 at 6pm
Bid Submission Start Date & time	14/06/2018 at 10 Hrs
Bid Submission End Date & Time	26/06/2018 Till 10.00 Hrs
Technical Bid Opening Date & Time	28/06/2018 at 10.00 Hrs
Address for communication	Medical Store Depot, CGHS 5, Esplanade East, 1 st floor, Kolkata 700069
Period of Tender	03 (Three) Years
Mode of submission of Bid / Tender	Online

Additional Director

CGHS Kolkata

INSTRUCTIONS TO THE BIDDERS

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) The bidder shall seal the original Bank Draft/Pay order /Bank Guarantee as per Annexure EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The **address of Tender Inviting Authority**, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, NIC will not assume any responsibility for its misplacement, pre-mature opening etc.

*In case EMD is sent through Speed Post and it must **reach <Tender Inviting Authority> as per date and time mentioned above in the name of <Tender Inviting Authority>**.*

EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.

5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **<Tender Inviting Authority>** for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the **helpdesk is 1800-3070-2232.**

SECTION – I

INSTRUCTIONS TO THE BIDDERS

A. SCOPE OF WORK

The scope of work includes providing specialized services for safety and security of assets, office equipments, medicine store, fire fighting and allied services round the clock, as & when informed to the Agency as per requirement of CGHS Kolkata. Other provisions as mentioned in the tender elsewhere are also included in the scope of work. The scope of work shall include but not limited to the following:

1. The deployed security personnel shall be strictly punctual while reporting to offices/wellness center and shall take charge with key etc. from the staff on duty. He shall hand over the same to his authorized reliever.
2. He shall not allow any unauthorized person in the Offices/Wellness Center premises etc during his duty hours.
3. The Security Guard deployed shall regulate incoming and outgoing materials so as to prevent any theft and also shall not allow any unauthorized movement of any goods from or into the Wellness Center.
4. He shall ensure all reasonable measures to maintain the security of goods/building (including the compound & boundary wall of the premises). In case of need he may contact CMO I/C or Addl. Director, CGHS Kolkata (as the case may be) on phone or call police/fire brigade, if the need arises.
5. Reception and management of Visitors through checks/access control system where ever installed, guide the visitor correctly to the required chambers and check the identity of employees/visitors entering the premises as per the policy of the Organization.
6. The Agency shall provide a mobile phone to the Security Guards deployed on duty for communicating with the concerned authority in case of any emergency. Charges for the facility may be included by the Agency in Service Charges. To receive telephone calls from outside and to transfer the call/communicate the message to the concerned Officials/Doctors if required, as per the direction of the Officials/Doctor on duty or his authorized person.

7. The Security Guard shall continuously monitor the alarm panels, check the area and inform and assist police/fire brigade in operating fire fighting equipments in the time of emergency.
8. Ensuring smooth operation of fire fighting, safety measures and anti sabotage measures. The personnel deployed should have thorough knowledge of fire fighting and for operating various types of fire fighting equipments installed in the building.
9. Stream lining of transport/ car parking and keeping the way outside and inside the premises/ building free from vehicular congestion.
10. Protection of the property, material, records, documents, equipments etc of occupants/ wellness centers and preventing misuse of amenities and common facilities in the buildings.
11. Prevent trespassing / encroachment on the premises of CGHS wellness centers.
12. Prevent misuse of water/ electricity by closing stopcock and switching of lights, fans etc including monitoring of electric points, switches, lights, AC's Fans etc.
13. The Security Guard shall prevent any untoward incidents & report the same to the authorities/management.
14. He shall assist the Lift operator open the lift doors (whenever needed) in case of trapping of anybody due to non-functioning of lifts.
15. The Security Guard shall deposit any missing material/ article found in the premises as per the direction of the Doctor in-charge or his authorized representative.
16. The Security Guard shall maintain visitor and staff movement record if desired by the authorities/management.
17. The Security Guard shall check the vehicles in the parking area during night shift/holidays/Sundays and make a note of it in the register as per the direction of the Doctor in-charge or his authorized representative.
18. The Security Guard shall check all the fire escapes and keep these clear from any obstructions and check fittings and fixtures, lighting etc. thereof and any discrepancy towards this may be reported to the concerned officials immediately.
19. The Security Guard shall carry out physical check of floors, lift, etc at least twice during the working shift and make a note of it in the register as per the direction of the Doctor in-charge or his authorized representative.

20. The Security Guard shall operate the gate of the vehicle parking entry point on all working days.
21. The Security Guard shall guide/ assist the occupants/visitors in parking their vehicles, shall inform Doctor in-charge about any burglary or mishap in the premises and assist in taking up with the concerned authorities.
22. The Security Guard shall perform any other task allotted by the CGHS authorities /management in the overall interest of the safety of the premises of wellness centers.
23. Scope of work defined above is only illustrative and not exhaustive. The Tenderer has to fulfill the entire requirements described above and elsewhere in the tender document.
24. The tenderer shall make necessary arrangement as per the scope of work and responsibilities on all working days including Sundays and holidays with reference to Tender documents.
25. In case the security services are not found to be satisfactory, Addl. Director, **CGHS Kolkata** reserves the right to cancel the service from the assigned agency after informing the reasons for the same.
26. Services may be extended on request by this office or the Addl. Director concerned, on request, on the same terms & conditions and as per notified rates of daily wages by **Central Govt.**
27. It shall be ensured that all guards are paid wages not less than the minimum wages declared by **Central Govt.** All statutory obligations like PF, ESI, etc. must be paid in respect of the guards employed by the Agency. All these obligations shall be the liability of the Agency and paid by it & not by the CGHS.
28. The security personnel shall always be in uniform and have proper identity card while on duty. He shall sign his attendance in register for the purpose.
29. The guard on duty shall not sleep, consume liquor or play cards while on duty or indulge in any activity not in conformity with his duties.
30. The Agency should deploy Ex-Servicemen on CGHS duties as per prevailing Laws on the issue.

B. Pre-Qualification Requirements:

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1. The Agency should have experience of at least two years in the field of providing contract uniformed Security Guards to Govt. Deptts./PSUs/Banks/Autonomous bodies, etc. Copies of the work order from such Govt. deptts./PSUs/Banks/Autonomous bodies in last 2 years to be enclosed with the Tender Document to be submitted.
2. The Agency should be licensed under the Private Security Agencies (Regulation) Act, 2005 notified by Home Deptt. (Police Establishment) & the Rules there under, should have Provident Fund Registration., E.S.I. No., PAN No. , **GSTIN** and latest Service Tax Number. Copies of supporting documents of all such Registrations/Numbers for last two years beginning 01/04/2015 i.e. for 2015-16 & 2016-17 to be submitted by the Agency along with the Technical Bid. {Latest Challans of Service Tax, Latest Income Tax Returns, Annual/Half yearly Returns of EPF/ESI (as applicable) to be filed with Technical Documents }
3. The Agency should have its registered office in **Kolkata city**.
4. The Agency should not have been black listed by any Govt/Govt Agency.
5. The Annual Turnover of the bidder should not be less than Rs. 25 Lacs .

C. COST OF BIDDING

Prospective bidders shall bear all the costs associated with the preparation and submission of the e-bid. CGHS in no case will be responsible or liable for these costs regardless of conduct or outcome of the Tender process.

D. PRE BID MEETING

A pre-bid meeting open to all prospective bidders will be held as per **Bidding Schedule** in the **Office of the Addl. Director , CGHS Kolkata at 6 Esplanade East, Gr Floor, Kolkata 700069** wherein the prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.

The prospective bidders are free to ask for any additional information and seek clarifications concerning the work either in writing or orally. The clarifications given will be common and applicable to all. No individual correspondence shall be entertained by CGHS thereafter with the prospective bidders/ their representatives.

E. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

The bidder must submit his e-bid in two parts as mentioned below:

Part 1:- Called “Technical Bid” containing:-

Earnest Money

The bidders are required to submit an amount of **Rs.100, 000/- (Rupees One Lac only)** through a Demand Draft payable in the name of “Additional Director, CGHS, Kolkata” as Earnest Money. The demand draft must be issued by a Nationalized/Scheduled Bank. The Original EMD/ Demand Draft should be sent to the O/o Additional Director, CGHS Kolkata at 6, Esplanade East, Gr Floor, Kolkata 700069, in an envelope super-scribed “EMD for the Security Guards e-Tender” or may be deposited by hand before the last date & time of bid submission. The name of the agency & the Tender ID may be written on back of Demand Draft. Bids uploaded by bidders but their EMD/ Bank Draft not received physically in MSD will be disqualified at the time of Bid Opening.

(1.2) Documents establishing Bidders eligibility (Technical Bid)

The following documents should first be self attested by the authorized signatory of the bidder and then should be scanned and uploaded while submitting the E- tender as mentioned below:

- a) Copy of EMD/ Demand Draft for the denomination indicated in Para E1.1 above.
- b) Duly attested copy of the valid license under the Private Security Agencies (Regulation) Act, 2005 notified by Home Deptt. (Police Establishment) for the last two years beginning **01/04/2015 i.e. for 2015-16 & 2016-17** to be submitted by the Agency along with the Technical Bid. {Latest Challan of Service Tax, Latest Income Tax Returns, Annual/Half yearly Returns of EPF/ESI (as applicable) to be filed with Technical Documents} The Bidders will ensure that their license remain valid on the date of bid opening and till the end of the contract period.
- c) Attested copies of Income Tax returns for last two financial years 2015-16 & 2016-17
- d) Attested copies of Service tax registration.
- e) Attested copies of the latest paid Service Tax Challan
- f) Attested copies of EPF contribution Returns for last two consecutive years 2015-16 & 2016-17
- g) Attested copies of ESI contribution Returns for last two consecutive years 2015-16 & 2016-17
- h) Copy of the relevant ownership deeds e.g. Proprietorship/ Partnership Deed or as per clause below in Part 2 (b) i, ii, iii, of the tender document & the note there under. The bidder shall submit full details of his ownership and control, or, if the Bidder is a

partnership firm, joint venture, company or consortium, full details of ownership and control of each member thereof. In case of the latter, the authorized representative should be duly authorized by all the Owners/Partners/Executive Director in writing & this document must be uploaded along with the Bid documents.

- i. Bidder/s, as above, shall submit a self certified copy of PAN card issued to the entity by the Income Tax Deptt./ Scanned copy of PAN Card of Proprietor, as the case may be.

These above documents should also be self attested by the Authorized representative of the Agency.

- j. Bidders/persons authorized for conduct of the business by the owner/proprietors/partners shall sign on all the pages of the Tender Form. Tenders not so signed are liable to be rejected.
- k. Scanned copy of Declaration and Undertaking of bidder as per Annexure – I & IV duly signed **by the authorized signatory** should be uploaded.
- l. Scanned copies of the balance sheets for the last two financial years (2015-16 & 2016-17) to establish the turnover of the bidder.
- m. An undertaking on the letter head of the Firm/Company to the effect that “The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer”. Scanned copy of the undertaking to be signed by the authorized signatory.
- n. Copy of affidavit stating that the contract of the bidder, if empanelled earlier, was not terminated by CGHS in the preceding three years.

Part 2:- Called “Commercial Bid” which shall contain:-

Duly filled prescribed Bid form (Price Bid as per Annexure II)

- a. The Bid is liable to be rejected, if the requisite information / documents have not been furnished as asked for in **Part-1.1 & 1.2.**
- b. Individual signing the Bid and other documents must specify whether s/he signs as:
 - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
 - iii. Constituted Attorney/Authorized Signatory, if it is a company.

Note:

1. In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.
2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, CGHS, without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

F. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for **90 days** after the date of bid opening prescribed by the CGHS and shall be further extendable by another **30 days** at the request of Addl. Director CGHS, Kolkata.

G. PERIOD OF CONTRACT

The contract shall initially be for a period of one year from the date of the signing of contract. However, the contract is extendable for another year on the same terms & conditions of contract, strictly on the basis of satisfactory performance, at the sole discretion of Additional Director, CGHS Kolkata.

H. RIGHT TO ACCEPT / REJECT ANY BID

The **Additional Director CGHS, Kolkata**, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CGHS' action.

The **Additional Director CGHS, Kolkata** doesn't pledge himself to accept the Lowest offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the Guards at the rates quoted.

In case tender of a zone is not finalized for any reason, or the contract with the selected bidder is cancelled for any reason, the **Addl. Director CGHS, Kolkata** reserves the right to offer/award the contract to L2 Bidder in the Zone at the offer of L1. If the Offer is refused by the L2 Bidder, The Addl. Director CGHS, Kolkata reserves the right to offer/award the contract to a Bidder selected in any other zone. This may be over & above the cap of two zones as indicated in Clause 2.5.5.

I. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Security for an amount equivalent to 5% of the expected business (**as per Table below & as per format at Annexure III**) in the form of either a Bank Guarantee, valid for **6 months** beyond the term of the contract, issued by a scheduled bank as per format at Annexure – III or a Demand Draft issued by a Scheduled Bank. If by Demand Draft, it should be favoring **“Additional Director, CGHS Kolkata”**; and, if in the form of a bank guarantee, favoring **“Additional Director, CGHS Kolkata”**. No claim shall be made against Government of India / Additional Director ,CGHS in respect of interest accrued, if any, due on the Performance Security deposit.

In case of extension of contract for another year the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of the extended contract period.

Sl. No.	No. of Guards	Expected Volume in 2018-19 (Rs.)	Performance Security in (@ 5%)Rs
1	73*	□ 2,02,50,200	□ 10,12,510

* Number of Guards may change depending on administrative exigencies.

J. CORRUPT OR FRAUDULENT PRACTICES

- (i) CGHS requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.
- (ii) In pursuance of this policy, the terms and conditions are set forth as follows:
 - a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of contract; and
 - b) “Fraudulent practice” means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of CGHS, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CGHS of the benefits of free and fair competition;
- (iii) CGHS will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question.
- (iv) CGHS will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm was engaged in corrupt and fraudulent practices while competing for or in executing the contract in addition to any other action as deemed fit.

K. FORFEITURE

The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance Security as specified in the terms and conditions.

L. SUBMISSION OF BIDS

The Bidders will submit all the Bid documents only through e-tender portal NIC eprocure.gov.in/eprocure/app

M. PRICING

The quoted offer shall remain firm and fixed for the entire duration of the contract except for the statutory minimum wages as announced by the **Central Govt.** from time to time.

N. OPENING OF BIDS

Bids shall be opened online through the e-tender portal www.eprocure.gov.in/eprocure/app

O. INSPECTION OF BIDDERS' PREMISES

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfilment of eligibility, the premises of bidders may be inspected by a team of officers led by an officer not below the rank of CMO(SAG) / (NFSG) for

(a) Physical verification of location of the Agency within the limits of CGHS covered area of the city for which the bid has been submitted.

(b) Verification of original documents of those uploaded earlier during the bid.

In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his Commercial Bid will not be opened.

P. MISCELLANEOUS

- a. Appointed Agency shall attend the meetings fixed by the Authorities as and when called for.
- b. **Those Agencies, whose contracts have been terminated by CGHS during the last three years on charges of misbehaviour with CGHS beneficiaries/ officers, non-adherence to the terms and conditions of contract, etc., shall not be considered for engagement. An affidavit that the contract of the bidder (in case the bidder was earlier engaged) was not terminated by CGHS in the preceding three years shall be submitted.**
- c. The successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged / returned within 30 days after the tender process is over.

SECTION-II

Terms and conditions of the Tender:

- (i) If the last day of receipt of tender is declared a holiday, the tender shall be opened on the next working day at the same time. The Bidders/their authorized representatives may be present at the time of opening of the Tender.
- (ii) Tenders without EMD or incomplete in any respect shall be disqualified.
- (iii) An undertaking as per Annexure I & the Price Bid as per Annexure-II is to be furnished by the Bidder.
- (iv) The EMD from the prospective bidders should reach the office of the Addl. Director (MSD) before the closing date & time in a sealed envelope. The envelope should be super scribed "Tender for Security Guards in CGHS,Kolkata for 3 Years", along with a demand draft for EMD/Bid security of Rs.100000/- (Rupees One Lac only) in a separate envelope. The Demand Draft/Pay Order should be in the name of "Additonal Director, CGHS Kolkata"
- (v) Successful L1 bidders will be extended an offer for engagement which the Agency will be required to accept within a week. They will also be required to furnish a Performance Security for Rs. _____/- (Rupees _____ Lac _____Thousands only) within one week time of the Acceptance of the Offer of the Tender. The EMD/Bid security from the successful bidder shall be returned after receipt of the Performance Security. The Performance Security may be in the form of a **Bank Guaranty/ Draft or Pay order**. The Demand draft/Pay Order should be in the name of "Additonal Director, CGHS Kolkata", If performance security is furnished it should be in favor of the Addl. Director (Zone concerned) & shall remain valid for a period of six months beyond the completion of the contractual obligations by the Agency.
- (vi) The Bidders should write the name of the Agency/Firm at the back of the EMD Demand Draft / Pay Order.
- (vii) No interest will be payable on the EMD/Bid Security or the performance security.
- (viii) If the Agency fails to perform or neglect any of its obligations under the contract, it shall be lawful for the deptt. to forfeit the Performance Security furnished by the Agency.
- (ix) Any change in the ownership pattern of the contracting agency will not nullify the provisions of the Contract. The contract will devolve on the successor owners.

- (x) The unsuccessful Bidders can claim refund of their EMD/Bid Security once the Tender Process is over.
- (xi) The Security Agency will ensure that ESI Cards & EPF Passbooks are made available to all the individuals deployed on CGHS duty by the Agency.
- (xii) The Agency shall quote only its Service Charges in Annexure II (BOQ), online only, as a percentage of Minimum Wage Rate notified by the Central Govt. The CGHS will pay towards EPF, ESI & any other mandatory statutory benefits if notified by the Govt in future. CGHS will not pay towards Uniform charges, Relieving charges or washing charges, medicines or medical benefits etc. Such charges shall be borne by the Agency/Contractor.
- (xiii) **TIE BREAKER:** In case In case of identical Bids by more than one Bidder for a Zone, the following Tie-breaker procedure will be adopted to break the tie (in order of listing):
 - i. Turnover of the Bidder: More the turnover, more the preference
 - ii. Duration of Establishment: Longer the period of establishment, more the preference.
- (xiv) The payments of charges are subject to revision of minimum wages for unskilled labor from time to time by the Central Govt.
- (xv) **Fall clause: If at any time during the Contract, the Agency reduces its Service Charges for any other Organization (Govt/PSU/Banks/Autonomous bodies etc), it shall inform such reduction to the Deptt. & the amounts payable by the deptt. Towards such charges shall stand automatically reduced from the date of such reduction.**
- (xvi) The guards will be deployed to provide services in the Offices & Wellness centers functioning under CGHS, Kolkata.
- (xvii) The contract will be valid for a period of one year from the date of finalization of the rates. However it can be extended on mutual agreement of the CGHS and the Agency, provided the Agency delivers satisfactory performance.
- (xviii) The Agency selected L₁ will be required to furnish fair Contract on Non Judicial Stamp Paper, duly signed by the Authorized representative of the Agency within one week of the Offer. Failure to comply shall result in forfeiture of the EMD.
- (xix) The Deptt. is not bound to avail the services of the security guards for the whole one year period.
- (xx) The Agency shall be required to submit its Bill for the services rendered within 1st week of the succeeding month, in duplicate. The Bill should be accompanied by a Satisfactory Performance Certificate & Attendance Certificate, duly verified by the CMO In charges of the facilities where the security guards are deployed. The Agency shall also attach lists of the employees deployed on duties, copies of the EPF contribution & the ESI contribution Challan in respect of the employees for the

- previous month along with the Bill. Copies of the Receipt/Challan of the Service Tax shall also be required to be attached.
- (xxi) Department will deduct TDS at source, as per rule.
- (xxii) The Agency shall be responsible for payment of wages etc to the deployed security guards as per prevailing Acts/Orders as applicable to Central Govt. If any dispute arises between the Agency & the Security Guards employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the Security Guards engaged by it themselves. The CGHS Kolkata or the Govt. of India shall not be a party in any such dispute.
- (xxiii) **The security guards deployed by the Agency will be employees of the Agency only and will have no claim to employment under the Govt. of India or the CGHS Kolkata, whatsoever.**
- (xxiv) In case it is found that the wages are not being paid in accordance with the statutory Minimum Wages Act, the contract shall be terminated forthwith & the performance security forfeited.
- (xxv) This requirement of manpower can be increased or decreased. The personnel to be engaged by the agency should be preferably male having good health and between age of 18-50 years.
- (xxvi) **Penalty:** Monitoring of the levels of quality of the Security services shall be done on regular basis by officers of the CGHS and in the event of quality of services being found to be unacceptable in any month due to deficiency in the security work for lack of manpower, a “Penalty” as detailed below will be levied, to be deducted from the contractor’s bills/Performance Security:
- (a) In case any of contractor’s personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of security staff absent on that particular day shall be levied by the CGHS and the same shall be deducted from the contractor’s bills.
 - (b) In case any of contractor’s personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point (xxvi) (a) shall be levied.
 - (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor’s personnel, **a penalty or Rs.500/-** for each such incident shall be levied and the same shall be deducted from contractor’s bill. Further the concerned contractor’s personnel shall be removed from the system immediately.
 - (d) In case the contractor fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the

contract, Additional Director CGHS concerned reserves the right to impose the penalty as detailed below:-

If services are not provided up to the satisfaction of the Department, a penalty of minor fine of Rs.5000/- per day, or a major fine up to 10% of Contract Value may be imposed on the contractor depending on the objective criteria as above; and, in special conditions regarding Compliance of Labor Laws.

The penalties shall be recovered out of the Pending Bills/Performance Security of the Contractor. The Additional Director CGHS Kolkata reserves the right to forfeit a part or whole of the performance Bank Guarantee or/and cancellation of contract in case of repeated instances of poor performance with no improvement in spite of bringing the same to the notice of the contractor, verbal or written. The contractor or his employees will not be allowed to take out any item without the explicit written authority of the CMO in charges or authorized representatives of the Addl. Director Kolkata.

- (xxvii) Any legal dispute arising out of or in respect of the contract will be dealt under Kolkata City legal Jurisdiction.
- (xxviii) The contractor will maintain all record, and registers ready and may be produced to Labour deptt, Provident fund, E.S.I. or any other statutory body on demand.
- (xxix) The Agency will not engage sub contractor or transfer the contract.
- (xxx) The Firm/Agency awarded the tender will be liable to pay compensation of losses occurring out of damage/theft at Wellness Centers through negligence (or otherwise) of its employees.
- (xxxi) CGHS will not be held responsible in case of any physical harm, death or injury while on duty to the Security Guards deployed; and, any compensation will be provided by the Security Agency.
- (xxxii) The Agency will ensure that the personnel engaged have clearance from Police Authorities within one month of the tender.
- (xxxiii) The agency will ensure that the Guards wear Uniform and name plate while on duty.
- (xxxiv) If information furnished in the Tender Form is found incorrect, the Tender will be rejected/ cancelled forthwith, the Agency will be blacklisted for two years & the EMD/performance security submitted shall be forfeited.
- (xxxv) **Tender documents uploaded incomplete in any respect or without EMD shall be summarily rejected.**

(xxxvi) The Deptt. Reserves the right to withdraw the tender at any time before its finalization without assigning any reason.

SECTION III

SPECIAL CONDITIONS

COMPLIANCE OF LABOUR LAWS:

1. The Contractor shall at his own cost comply with the provision of labour laws, rules orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation to the followings:
 - a) The Minimum Wages Act, 1948 Rules and orders issued there under from time to time.
 - b) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications issued there under from time to time.
 - c) The Payment of Gratuity Act, 1972 with rules, orders and Notifications issued there under from time to time.
 - d) The Mines Act, 1952, The Factories Act, 1948 or the Shops and Establishment Act, whichever is applicable with Rules, orders and issued there under from time to time.
 - e) The Payment of Bonus Act, 1965 with Rules, orders and Notifications issued there under from time to time.
 - f) The Payment of Wages Act, 1936 with rules, orders and Notifications issued there under from to time.
 - g) The Employees Provident Fund & Miscellaneous Provisions Act, 1952 with Notifications issued there under from time to time.
 - h) The Employees State Insurance Act, 1948.
 - i) The Interstate Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 and Central Rules framed there-under.
 - j) All other Acts/Rules/Bye-laws; orders notifications, etc., present or future applicable to the contractor from time to time for performing the contract job.

- 2.0 All employees of the Contractor shall be employees of the Contractor. CGHS, Kolkata will not have any liability to absorb them at any point of time nor can they claim any right for employment in CGHS, Kolkata.
- 3.0 The contractor shall have a valid license obtained from Licensing Authority under the Contract labour (Regulation & Abolition) Act, 1970.
- 4.0 The contractor shall submit the EPF code number obtained from the authorities concerned under the Employees provident Fund and Miscellaneous Provisions Act, 1952.
- 5.0 The contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall among other things include the following:
 - i. Muster Roll
 - ii. Register of Wages
 - iii. Register of Deductions
 - iv. Register of Fines
 - v. Wage Slip

- vi. Register of Advances
- 5.1 The contractor shall also submit periodical reports/returns to the various statutory authorities such as the Contract labour (Regulation & Abolition) Act, 1970, Employees Provident Fund Act, etc.
- 6. The contractor shall provide Kits/Liveries to his employees, if any, required under law.
- 7. It shall be ensured that all deployed personnel are paid wages not less than the minimum wages declared by Central Govt.
- 8. If any of the persons engaged by the contractor misbehaves with any of the officials of the CGHS, Kolkata or any beneficiary of CGHS or commits any misconduct with regard to the property of the CGHS, Kolkata or suffers from any serious communicable disease, the Contractor shall replace them immediately. In case Authority of CGHS, Kolkata feel that the conduct of any of CONTRACTOR'S employees is detrimental to the interests of CGHS, the Additional Director, CGHS Kolkata shall have the unqualified right to request for removal of such employee either for incompetence, unreliability, misbehavior, security reasons, etc., while on or off the job.
The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of two working days to replace the person by competent qualified person at CONTRACTOR's cost.
- 9. The contractor shall not engage/employ persons below the age of 18 years.
- 10. The contractor shall issue appointment letters to the persons engaged by him for deployment under this contract, a copy of which should be submitted to Additional Director, CGHS Kolkata for record.
- 11. The contractor shall deploy one **Supervisor/Facility Manager/Liaison Officer** to manage the deployment of persons engaged under the Contract in the Zone and to ensure proper working & for day to day liaison work with the facility in-charges or the zonal authorities. The CGHS Kolkata shall not be liable to pay for their services.
- 12. The contractor shall get the antecedents of the persons engaged by him verified from police station concerned and produce a certificate in this regard to CGHS, Kolkata and also obtain entry passes, gate passes (IF APPLICABLE) for the person deployed by him for work from the concerned department of the CGHS, Kolkata through section in charge.
- 13. The Contractor shall pay wages directly to his workmen through electronic payment mode. He will ensure that all the personnel deployed have proper Bank accounts in the Scheduled banks. The contractor shall also ensure that no amount by way of commission or otherwise is deducted & recovered from the employee's wages.
- 13 (i) The Bidder shall ensure that the deployed manpower stays in the facility during the whole shift.
- 13 (ii) In case it is found that the wages are not being paid in accordance with the statutory Minimum Wages Act, the contract shall be terminated forthwith & the performance security forfeited.
- 13 (iii) The Agency shall be responsible for payment of wages etc to the deployed personnel as per prevailing Acts/Orders as applicable issued by the Central Govt. If any dispute arises between the Agency & the personnel employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the personnel engaged by it themselves. The CGHS Kolkata or the Govt. of India shall not be a party in any such dispute.
- 14. The contractor shall provide necessary insurance coverage to his workmen engaged in the execution of his contract so as to hold the CGHS, Kolkata non-liaible for any act from contractor's workmen in case of any accident / mishap including death. The insurance cost of personnel working for the contractor at the site shall be borne by the contractor. The contractor shall provide the Group Insurance Scheme of LIC or any other Insurance agency for his workmen.
- 15. The contractor shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits. The contractor shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law.
- 16. Contractor shall provide proper numbered photo identification cards to his employees to be deputed by him for work, duly signed by the contractor or person authorized on behalf of contractor.
- 17. The personnel deployed by the contractor for job shall meet the following requirements:

- i) Should be medically fit for the job, duly certified from time to time, this is liable to be cross checked by doctors of CGHS, if required.
 - ii) Should possess good conduct and discipline.
18. The requirement given in the scope of work is only indicative. CGHS, Kolkata reserves the right either to increase or decrease it as per requirement. The decision of CGHS authorities in this regard shall be final and binding on the Contractor.
19. On receipt of work order the contractor shall have to enter into Agreement with Addl. Director CGHS Kolkata in which one of the Clauses would be arbitration clause as per the arbitration Act, which will be enforceable by either party in case of any dispute arising out of the work order.
20. In Case any contractor wishes to exit from contract, he will give notice of 3 months prior to such exit, failing which whole of Performance Security Guarantee will be forfeited along with deduction of an amount equivalent to one month payment from pending Bills and the contractor will be barred from bidding in CGHS Kolkata.
21. **LAWS GOVERNING THE CONTRACT**
- a. This contract shall be governed by the laws of India.
 - b. The courts of WB only shall have jurisdictions to decide any dispute arising out of or in respect of the contract.
- II PAYMENT PROCEDURE:**
- 1.1 The contractor shall submit monthly bills to the office of Additional Directors ,CGHS Kolkata, with the following documents for verification and payment:
- i) Proof of deposition of statutory levies like EPF/ESI etc. (with a list of individual names and amount deposited in their accounts.
 - ii) Proof of ECS payment to his personnel for the jobs completed during the previous month.
 - iii) Performance & Evaluation reports duly signed by the concerned CMO I/Cs of the Office/Wellness Centres.
- 1.2 The bills are to be addressed to the Addl. Director CGHS, Kolkata.
- 1.3 TDS shall be deducted at source at the time of payment to the contractor as per the provisions of the Income Tax Act as applicable.
- 2.0 Performance & Payment:**
- A. The monthly payment shall become payable only if the service performance as measured by the CGHS is found satisfactory, utilizing the “Feedback Mechanism” instrument at **Annexure 5, signed by the respective Wellness Centre In-charges/Officers**. The feedback instrument for measuring the quality of services must be at least satisfactory for release of payment of the month in question.
 - B. The Contractor shall submit his bills to the Additional Directors , CGHS Kolkata by 10th of every month with all the documents specified in Payment Procedure 1.1 above along with the consolidated monthly Performance report duly verified and signed by CMO I/Cs concerned.

**Addl. Director
CGHS Kolkata**

ANNEXURE-I**UNDERTAKING**

I/we _____, Proprietor/Partner/Director of
M/s _____ hereby declare that the information given in this
Tender Form is true & correct to the best of my/our knowledge & belief.

I/we agree to all the Terms & Conditions of the contract and to abide by them for one year after
finalization of the contract.

Signature: _____

Name of the Bidder/s: _____

Designation: _____

Address: _____

Tel No. (Office): _____

Mobile No: _____

Email: _____

Dated: _____

ANNEXURE-IIBID FOR SECURITY GUARDS FOR CGHS WCs /OFFICES KOLKATA & HOWRAH

<p>Bid for providing round the clock security guards for Offices/Wellness Centers of CGHS Kolkata for a period of 3 (three) year.</p> <p>(As a percentage of Minimum Wage Rate PER SECURITY GUARD), excluding the wages, EPF & ESI Contribution. The wages shall be as per the minimum wages notified by the Central Govt. for Unskilled Labour from time to time. The CGHS will pay the Statutory obligations (ESI & EPF Contribution etc) separately.</p>	<p style="text-align: center;"><u>Service Charges per Guard</u></p> <p>Service Charges :</p> <p><u>Other charges, if any</u> : _____</p> <p>TOTAL</p> <p>The Bid is ____ % of Minimum wage Rate , (____ Percent only) per guard per month.</p>
<p>EMD Details: Amount, Bank Name, DD No., Date.</p>	

Signature: _____

Name of the Bidder/s: _____

Designation: _____

Address: _____

Date: _____

ANNEXURE – III

EMPANELMENT OF AGENCY FOR PROVIDING SECURITY GUARDS IN WELLNESS CENTRES, OFFICES OF ADDITIONAL DIRECTOR ,CGHS KOLKATA

PERFORMANCE SECURITY FORM (PSF) (For an amount of 5% of the expected business in respect of CGHS Wellness Centre(s) allotted to him for supply Security Guards)

To,
The President of India
Through Additional Director,
CGHS Kolkata

WHEREAS _____ (Name of successful bidder) hereinafter called “Successful Bidder” has undertaken, purchase Contract No. _____ dated, _____ 2018 to _____ (Description of Services) hereinafter called “the Contract” in pursuance of Tender Document dated _____ issued by _____.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder’s performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.

THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. -----/Rupees (only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.

You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for

compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of six months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of **2018** at

SIGNED, SEALED AND DELIVERED
For and on behalf of (Name of the bank)

By:

(Signature)

(Name :)
(Designation:)
(Address :)

ANNEXURE – IV

EMPANELMENT OF AGENCY FOR PROVIDING SECURITY GUARDS IN
CGHS KOLKATA

Declaration of Bidder

From:

Complete address of the bidder
with Phone/ Fax, Mobile No & E-mail Address.

To:

**The Additional Director,
CGHS Kolkata**

Dear Sir,

1. I / We hereby offer to provide Security Guards to CGHS Offices/Wellness Centre(s) in as indicated in the Bid notice or to such Wellness Centres/hospitals/ units, you may specify in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till _____ . I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of work and my / our offer is to meet the conditions strictly in accordance with the requirements of CGHS.
4. My / our Office is situated within Kolkata.
5. My / our firm has not been convicted by Any Ministry/Department/Statuary Institution or Authorities and no case is pending in the Court of Law.

SIGNATURE OF BIDDER

NAME

ADDRESS:

DATE: .../.../.....

:

Annexure V**Work Performance Evaluation and Monitoring**

The service performance of the contractor shall be duly evaluated and monitored with the help of continuous feedback mechanism taken from the various site in charges of CGHS. The contractor will be required to take Performance Feedback on its service delivery on monthly basis from the In-charges at each site. This shall be done with the help of feedback instrument as below. This shall be then converted into a Performance Report for payment purposes.

Sl. No.	Performance Evaluation Criteria
1	Security work during the reporting month satisfactory or not? (If not, to give reasons).
2	a. No. of Manpower days to be deployed b. No. of Manpower days actually deployed

Reporting Month/Year : _____

Overall Performance Report : _____

**Signature of CMO In-Charge with seal
(Name of the Office/facility)**