



*OFFICE OF THE RATE CONTRACT COMMITTEE
MEDICAL EDUCATION DEPARTMENT
GOVERNMENT MEDICAL COLLEGE, SRINAGAR*

E-Tender No: - 05 OF 2017

Group: - ANNUAL CONTRACT FOR SECURITY SERVICES AT GOVERNMENT MEDICAL COLLEGE AND ITS ASSOCIATED HOSPITALS.

FOR THE YEAR 2017-18

Cost of Tender Documents:
For General =Rs. 750/-

Amount of Earnest Money
For General =Rs. 50,000/-

S. No.	Rank Rates Offered per month
01	Security Officer
02	Security Supervisor
03	Security Guard

- ❖ THE TENDERER SHOULD ABIDE BY THE LABOUR LAWS.
- ❖ IT SHALL BE THE RESPONSIBILITY OF THE TENDERER TO SUBMIT BREAKUP OF RATES AS PER LABOUR LAWS.



**OFFICE OF THE RATE CONTRACT COMMITTEE
HEALTH & MEDICAL EDUCATION DEPARTMENT
GOVERNMENT MEDICAL COLLEGE, SRINAGAR**

TERMS & CONDITIONS OF THE TENDER & CONTRACT.

1. The tenderer should be registered to the Health and Medical Education Department, Jammu & Kashmir.
2. All the documents shall be self attested with an understanding that anything found false/forged in later stages shall be the responsibility of the tenderer.
3. The contractor shall carefully examine the terms & conditions. In case of any doubts, he/she shall before signing the contract refer to the officer-in-charge and get clarifications.
4. The tender on the prescribed proforma shall be submitted in a single big size envelope containing the technical bid, with proper seal. Rate Contract Committee will not be held responsible for any postal delay.
5. **Technical Bid should consist of the following latest documents:-**
 - a) Earnest money deposits in the shape of FDR/CDR for Rs.50000/-.(Rupees Fifty Thousand only) from Nationalized Bank or J&K Bank pledged in the Name of Chairman Rate contract Committee Govt. Medical College Srinagar. Please note that the tender Number, its due date and complete address of the firms should also be written on the back side of the CDR so as to ensure its safe return to the unsuccessful or successful tenderers as the case may be.
 - b) Latest VAT/ Sales tax/GST clearance certificate valid at the time of opening of the tender issued by the sales tax authority under relevant sales tax act and the amendments made thereafter from time to time.
 - c) Certificate of Registration for Service Tax/GST.
 - d) Certificate of Experience.
 - e) Certificate of registration under Employees State Insurance Act.
 - f) Certificate of registration under Employees Provident Fund Act.
 - g) Pan Card of the Tenderer / Agency/ Organization.
 - h) Valid Registration certificate from Labour Department
 - i) Non-Blacklisting Declaration: An affidavit on Rs.50/-stamp paper duly attested by Ist Class Executive Magistrate with the effect that the documents/catalogues etc enclosed with the Tender are original & genuine and have not been tampered or fabricated. The firm will also certify that no criminal/Blacklist case is pending against their firm.
6. The tender documents should be page marked and bearing signature with seal on each and every page.
7. The Tenderer should abide by the Labour Laws.
8. The work allotted to the successful tenderer shall be initially for a period of 06 (Six) months from the date of issue of contract and in case of successful performance, the contract can be considered for extension for a period of one year or till such time new rate contract comes in force whichever is earlier.
9. Details of documents enclosed with the tender forms should be mentioned in Proper Index serial wise duly flagged on the front page of your quotation/ reference letter.
10. i) The tenderer/ authorized representatives should point out to the Chairman tender opening committee on date of opening of tenders embitterment if any at the time of opening tenders. Thereafter the tenderer/ authorized representative will have no legal right to confer or to represent on one ground or the other.
ii) All the documents attached with the tender should be self attested by the authorized signatory of the firm with seal.
11. The contractor shall engage required manpower for accomplishing the job round the clock. The contractor shall strictly comply with all laws, rules regulations as per the law in force. For any violation in this regard the contractor shall be solely responsible without any liability to the hospital authorities.
12. All registration and statutory fees, if any in respect of the contract work pursuant to intended contract shall be responsibility of the contractor and shall be payable by the contractor only.

13. Contractor shall provide uniform and identity to all the personnel engaged by him and ensures that they clad in uniforms with proper identification during duty hours.
14. Service Tax, as applicable under rules shall be charged.
15. The same person should sign the entire correspondence, letter and documents who has signed the original tender. In case of change to this effect, an Affidavit shall have to be sent in support of the change.
16. The successful tenderer shall not in any case assign or sublet the approved contract or any part thereof to any other party.
17. The approved contract will have to engage preferably Ex-service men from military /Army/Para Military/ CRPF/BSF/ JKP/person or having minimum three years working experience in a reputed security agency, of less than 55 years age, for the Security of the Hospitals. But Security Officer and Supervisor have to be only ex-Service men. A photocopy of the service/discharge book (Age Proof & being Ex-Servicemen if any) to be provided to the Medical Superintendent of the concerned hospital before deployment in Hospital / the release of first salary. Any change of the staff (if any) is to be done only with the prior permission of Medical Superintendent/ Dy. Med. Superintendent of the concerned hospital. The tenderer shall have to provide security personnel as per the requirement given by the Head of the Concerned Institution
18. The successful tenderer shall be held responsible for the security of the patients, the employees and the machinery & equipment and including theft of all belongings of the institution where these security personnel are engaged.
19. The successful tenderer shall have to indemnify the equipment; building and other valuables kept in the institution, both the moveable and immovable.
20. The successful tenderer through his security guards shall ensure that the doors and the window, which have to be kept locked during non-working hours, are properly locked after working hours.
21. The successful tenderer shall have to evolve a strategy for Fire-fighting equipment and keep the equipments for fire fighting in proper functioning conditions. He will carry out the regular drills in this regard in the specific institutions.
22. The security personal of the successful tenderer shall have to ensure that no unauthorized person is present within the campus area, he shall also be responsible for any authorized / unauthorized movement of the material, the machinery, the drugs and any other valuables belonging to the institution.
23. The security staff of the successful tenderer shall be responsible to report any unusual occurrence in the institution to the concerned / competent authorities, as soon as the occurrence takes place.
24. The security staff shall have to go round the building of the institution to see that no unauthorized activity is taking place.
25. The security guards shall have to remain alert during the period of duty and perform the duties diligently. They shall not leave the duty till their reliever come.
26. The successful tenderer shall have to ensure that no suspicious object is lying in the complex, for this, he shall be solely responsible for any untoward incident due to sabotage or subversion.
27. The successful tenderer shall provide uniforms as prescribed by the authorities to his security staff who shall be properly dressed and equipped with necessary aids, such as, Torches, Lathies, Metal Detectors, etc. during the working hours, which shall be provided by the successful tenderer. The Department shall only provide a Central Room for the placement of equipment of the Security staff.
28. The Successful tenderer shall have to indemnify and labour claim or other claims arising out of the execution of Security Contract, the department shall not be responsible for any labour or other claims on this account.
29. The Rate Contract Committee shall have the right to dispense with the services of any security staff, if not found up to the mark, or any misconduct/misbehaviour is reported on the part of the said staff. The contract shall be terminated on a "month's notice", if not found workable.
30. The successful tenderer will enter into an Agreement with the concerned authorities of the Hospital before the allotment of the Contract.
31. The Payment on account of the services rendered by the Security Staff shall be made on monthly basis, after the receipt of satisfactory attendance report, from the competent authority.
32. The Medical Superintendent of the Hospital may incorporate any other suitable "CONDITIONS", as he may deem fit, which shall also form the Ingredients of the Agreement

33. In case of failure to abide by the 'Conditions of the Contract' and the "Agreement", the contract shall liable to be terminated with forfeiture of the earnest money.
34. Any dispute arising out of this contract shall be referred to the Rate Contract Committee (Health & Medical Education), whose decision shall be final and binding upon all the parties.
35. The legal Jurisdiction shall be the High Court of the J&K State at Srinagar.
36. The Call Deposit Receipt/FDR, deposited by the approved contractor, shall be released only after the expiry of the contractual period and on the production of "NO OBJECTION CERTIFICATE" duly issued by the Medical Superintendent of the Hospital.
37. The approved contractor shall be liable to maintain the required number of Security Personals viz. Security Guards, Security Supervisors etc. in each shift. If Absenteeism remains between 10-20% a minimum fine of Rs. 2000/-per day shall be imposed by the Medical Superintendent/ his authorized representative. However if the approved contractor failed to check the absenteeism in 48 hours the minimum penalty shall be raised to Rs.5000/-per day which shall be deducted from his monthly bills.
38. If any of the security personnel deployed by firm is found indulge in any type of malpractice or a complaint is received against him, the Medical Superintendent of the concerned hospital shall be competent to hold an enquiry against such security personnel & if it is established that the Security personnel's indulged in any kind of malpractice, the firm shall be personally responsible & a suitable penalty as deemed fit by the Rate Contract Committee , which may also include the termination of the contract. The decision of the Rate Contract Committee shall be final & binding. Besides, if warranted under law, criminal proceedings will also be held against the security personnel.
39. The tenderer shall have to submit a performance certificate from the Medical Superintendent of the concerned Hospitals regarding their last one year performance, if they have worked in Govt. Medical College & Associated Hospitals

❖ **IMPORTANT NOTE: THE TENDERER SHOULD BE A REGISTERED FIRM UNDER THE RELEVANT PROVISIONS OF LAW WITH THE COMPETENT AUTHORITY ESTABLISHED BY THE CENTRAL/STATE GOVERNMENT FOR HIS TERRITORIAL JURISDICTION.**

UNDERTAKING.

We do hereby agree to abide by all the conditions mentioned in the tender documents (All the pages of the documents have been signed by us in token of our acceptance of the “Condition of the contract” and are without any cutting/ overwriting).

**Sig. & Seal of the Tenderer
Along with full Address**

CHECKLIST

S. No	Name of Document	Pages		Remarks
		From	TO	
1.	DD for cost of Tender document if downloaded from Institute website (Non-refundable).			
2.	EMD in the form of FDR/CDR			
3.	Tender document.			
4.	PAN Card of the Tenderer/Agency/Organization.			
5.	Attested copies of VAT/GST registration certificate.			
6.	Latest tax/GST clearance certificate.			
7.	Police Verification of The Firm/Tenderer.			
8.	Experience Certificate from reputed Govt. Hospitals of State/Country.			
9.	Registration from Labor Department.			
10.	Non Blacklisting Declaration and Letter of Acceptance to be filled on Affidavit attested by Class Ist Magistrate			
11.	Performance certificate from reputed govt. institutes			
12.	Certificate of registration under Employees State Insurance Act.			
13.	Certificate of registration under Employees Provident Fund Act.			

I / We have gone through the terms & conditions laid down in the tender documents and accept the same. I am / we are submitting the bid enclosing the documents as per details given below & also It is certified that every page of the tender document is paginated & duly signed by me.

Signature with Seal

Name:

Designation:

Name of company (Tenderer):

Address:

Telephone No.:

Mobile No. :

Fax No. :

E-mail address:

IT IS CERTIFIED THAT

1. *All the documents have been annexed strictly as per the check list with the understanding that the tender document is subject to rejection in view of non-availability of any of the above mentioned documents.*
2. *All the documents are self attested with an understanding that anything found false/forged in later stages shall be ours responsibility.*
3. That the firm is registered under the relevant provisions of Law with the competent authority established by the Central/State Government for its territorial jurisdiction

Dated:

Place:

(Signature & Seal of the tenderer)

UNDERTAKING/ LETTER OF ACCEPTANCE

Sir,

- 1. I / we do agree for all clauses, terms and conditions of the tender documents.*
- 2. I / we agree to abide the contract to provide the services from the date of award of the contract which may be extended by the committee till new rate contract is finalized.*
- 3. I / we declare that no legal / financial irregularities involving the Proprietor/ Partner of the applicant (s) / firm are pending.*
- 4. I / we declare that our financial position is sound and we are competent to execute the contract.*
- 5. I/ we declare that we will not ask/ expect any financial assistance from the Govt. of Srinagar & Kashmir State.*
- 6. I / we declare that all the documents attached with the tender documents are true and are attested by us only after certifying their genuineness.*

**In acceptance
(Signature & Seal of the tenderer)**