

**TENDER FOR**  
**“PROVIDING SECURITY SERVICES”**

**At**

**SIX GOVERNMENT MEDICAL COLLEGES,**

**GOVERNMENT DENTAL COLLEGE,**

**Pt. DEENDAYAL UPADHYAY MEMORIAL HEALTH SCIENCES &  
AYUSH UNIVERSITY, RAIPUR**

**EIGHT GOVT. NURSING COLLEGES**

**&**

**GOVT. PHYSIOTHERAPY COLLEGE**

**IN**

**CHHATTISGARH**

**SCHEDULE OF THE TENDER (Bid has to be submitted Online only):**

S.No.	Description	Date & Time	Particulars
1.	Duration of Rate Contract		Three years from the date of Contract Agreement
2.	Date from which the Tender Form can be downloaded		Online at <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a>
3.	Last date of submitting Pre-bid Suggestions		<a href="mailto:cgdme@rediffmail.com">Online at cgdme@rediffmail.com</a>
4.	Last due date and time for Submission of Completely filled Tender application	Date:- Time:-	
5.	Date of time of opening Technical bid (Online)	Date:- Time:-	Venue: Directorate of Medical Education, Old Nurses Hostel, DKS Bhawan Parisar, Raipur
6.	Date and Time of opening of Financial Bid (Online)		Venue: Directorate of Medical Education, Old Nurses Hostel, DKS Bhawan Parisar, Raipur

\* In case the \* marked dates will be declared as holiday for any reason, the activity is carried out to next working day.

**Note: Agreement of L1 will be done after due approval of Administrative department.**

1. All the Pre-bid/Bid documents should be duly signed by the bidder.
2. Kindly bring the authority letter by the concerned company to attend the pre-bid meeting otherwise will not be allowed.
3. The selection of Bidders shall be carried out through e-tendering process. Proposal/Bids are to be submitted online in electronic format on website [www.eproc.cgstate.gov.in](http://www.eproc.cgstate.gov.in) as per RFP document.
4. RFP document may be downloaded from the website:-[www.eproc.cgstate.gov.in](http://www.eproc.cgstate.gov.in)
5. EMD shall be paid by way of bank draft/bankers Cheque in the name of Director Medical Education, Chhattisgarh.
6. The bidders shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

**Directorate Medical Education,  
Raipur, Chhattisgarh**

## TENDER NOTICE

“TENDER FOR PROVIDING SECURITY SERVICES AT  
SIX GOVERNMENT MEDICAL COLLEGES,  
GOVERNMENT DENTAL COLLEGE,  
Pt. DEENDAYAL UPADHYAY MEMORIAL HEALTH SCIENCES & AYUSH UNIVERSITY, RAIPUR  
EIGHT GOVT. NURSING COLLEGES  
&  
GOVT. PHYSIOTHEREPY COLLEGE  
IN  
CHHATTISGARH

E-Tenders are invited under two-bid system from reputed and experienced Agencies on behalf of the Director, Directorate Medical Education, Raipur Chhattisgarh for providing Security Services at the premises of ‘Six Government Medical Colleges, Government Dental College, Pt. Deendayal Upadhyay Memorial Health Sciences & Ayush University, Raipur, Govt. Nursing Colleges & Physiotherapy College, Raipur,C.G.

The interested agencies are required to submit the Pre-qualification & technical and financial bid separately online. The EMD in the form of Bankers Cheque/Demand Draft must be submitted manually to Directorate of Medical Education, Raipur.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website [www.eproc.cgstate.gov.in](http://www.eproc.cgstate.gov.in).

Any future clarification and/or corrigendum(s) shall be communicated through Purchase Committee of Directorate of Medical Education, Chhattisgarh.

Directorate Medical Education  
Raipur Chhattisgarh

## TENDER DOCUMENT

### “TENDER FOR PROVIDING SECURITY SERVICES AT

SIX GOVERNMENT MEDICAL COLLEGES,

GOVERNMENT DENTAL COLLEGE,

Pt. DEENDAYAL UPADHYAY MEMORIAL HEALTH SCIENCES & AYUSH UNIVERSITY, RAIPUR

EIGHT GOVT. NURSING COLLEGES

&

GOVT. PHYSIOTHERAPY COLLEGE

IN

CHHATTISGARH

### TECHNICAL BID

(In separate folder named as “Pre-Qualification & Technical Bid”)

1	Name & Address of the tenderer/Organization/Agency with phone number, email and name telephone/mobile number of contract person.						
2	Experience in the work of providing Security Services. Particular of experience (attach certificate, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/ or on hand for last 3 years along with a certificate from the organization where the job was carried out.					In following format	
	SI No.	Name of Organization with complete address and telephone numbers to whom services provide	From	To	Total Contract period (in Yr./Months)	Total contract amount (in Rs.)	Reason for termination
3	Set-up your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this services:						
(a)	Is the establishment registered with the Government; please give details with document/evidence.						
(b)	Do you have Live Labour license. Please provide details and attach a copy.						
(c)	Undertaking of the agency confirming the availability of the adequate manpower of required qualification and experience for deployment in Medical Colleges of Chhattisgarh.						
4	Please give EPF No: ESI Code:					Please submit copy of the relevant document.	

	Gratuity Act Regn. No.:	
5	Are you governed by minimum wages rules of the Govt. of C.G.? If yes, please give details.	
6	Please attach copy of last 3 years of Income Tax Return	
7	The bidder should have an office in chhattisgarh, if yes please provide office address. If not then, give undertaking on firm's letter head that an office should be opened in Chhattisgarh within 30 days of the award of work.	Submit relevant documents.
8	The Bidder shall have at least 3 years' experience of providing Security services in State Govt./Central Government/PSU/Autonomous Body/Govt. Hospital /Pvt. Hospital. Must have experience to handle security service in minimum 2 hospitals with one should be government hospital more than 250 bedded for Category "A" & "B" institutions.  If the tenderer is working/worked in the college/university, for which tender is invited, the experience certificate is mandatory for the same.	Submit relevant documents.
9	Having minimum annual average turnover/ total turn over in last 3 years (2017-18, 2016-17 & 2015-16) should be as per Annexure "A"	Submit relevant documents.
10	PAN No (Please attach copy)	
11	Registration under PASARA	Submit copy
12	Trade License No (Please attach copy)	
13	Service Tax Registration No (Please attach copy)	
14	Acceptances of terms & condition attached (Yes/No). Please sign each page of tender document.	
15	Power of Attorney / authorization for signing the bid documents	
16	Please submit an undertaking that no case is pending with the police against the proprietor/firm/partner or the company (Agency). In addition to the undertaking, the firm shall produce certificate/ verification from local police station. Indicate any convictions in the past against the company /firm/partner.	Submit the undertaking on firm's letter head.
17	Details of the bid security (EMD)	Submit scanned copy
19	Kindly mention the total number of pages in the tender document.	
20	ISO 9001:2008 / ISO 14001 / ISO 18001 /ISO 26000/ ISO 27001 certification.	Submit relevant documents.
21	Must have the own training center or facility to train the guards by other agency (Certificate indicating that the agency is presently providing training facility to guards of the tenderer)	Submit relevant documents.
23	The agency besides providing security services should be capable of monitoring Traffic safety, Parking and Tress passing.	Submit relevant documents.
25	Valid labour license issued by concerned department of Government for employing at least 200 persons for Category "A" &	Submit relevant documents.

	'B" and 50 persons for category "C" Institution.	
26	Current Bank Solvency certificate issued within one year from the date of tender amount rupees 2 crores for Category "A" & 'B" and 50 lakh for category "C" Institution.	Submit relevant documents.
27	Registration with NSIC development scheme (EMD exemption).	Submit relevant documents.
28	Bidders turn over should be as per Annexure "A"	Submit relevant documents.

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name: .....

Address : .....

**FINANCIAL BID**  
**(In sealed cover –II super scribed “Financial Bid”)**  
**“TENDER FOR PROVIDING FOR SECURITY SERVICES AT**  
**Six Government Medical Colleges,**  
**Government Dental College,**  
**Pt. Deendayal Upadhyay Memorial Health Sciences & Ayush University, Raipur**  
**&**  
**DKS Post Graduate Institute & Research Centre, Raipur**  
**In Chhattisgarh”**

S. No.	Name of the Institute	No. of Security Guards	No. of Supervisor
1	Pt. JNM Medical College & associated Dr. BRAM Hospital Raipur CG	200	06
2	Government Medical College (CIMS) & associated Hospital Bilaspur	175	05
3	Government Medical College & associated Hospital, Jagdalpur	150	04
4	Government Medical College & associated Hospital, Raigarh	150	04
5	Government Medical College & associated Hospital Rajnandgaon	100	03
6	Government Medical College & associated Hospital, Ambikapur	100	03
7	Government Dental College Raipur CG.	50	03
8	Pt.Deendayal Upadhyay Memorial Health Sciences & Ayush University, Raipur, C.G.	75	05
9	Nursing College, Raipur, Bilaspur, Raigarh, Kabirdham, Jagdalpur, Rajnandgaon, Durg, Ambikapur	10 Each college	01 each college
10	Government Physiotherapy College, Raipur	10	01

It is clarified that the consolidated and all inclusive quoted rates should not contain the wages component less than the minimum wages of Govt. of Chhattisgarh to be provided along with the copy of the Govt. of Chhattisgarh Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the State Government. It should contain the break-up in the following manner:-

Particular	Minimum Wages (As applicable)	EPF (As applicable)	ESIC (As applicable)	GST (As applicable)	Other Charges	Total
Supervisor (Skilled)						
Guard (Semi Skilled)						

- The amount to be charged per head per month in Rupees. This is basically a part of financial bid to be compared to decide L1)
- TDS will be deducted as per Govt. norms.

\*The Head of the institution may ask to depute additional Security Guards as and when needed.



**NOTE:**

1. The Head of the institution may ask to depute additional Security Guards as and when needed.
2. The rate is inclusive of weekly off.
3. The tenderer has to provide uniform, Identity Card, Batten, Umbrella, Heavy Duty Torch & Raincoat etc. to each Security Guard and also the Handheld Scanner.
4. Bids not submitted in above mentioned format will summarily be rejected.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the contract period except provision under the terms & conditions.

(Signature of Bidder with seal)

Place : .....

Date : .....

Name : .....

Seal : .....

Address: .....

Ph. No. (O): .....

Fax No. (O): .....

E-mail : .....

**Format**

**Financial Bid of Security Services**

Particular	Minimum Wages (As applicable)	EPF (As applicable)	ESIC (As applicable)	GST (As applicable)	Other Charges	Total
Supervisor (Skilled)						
Guard (Semi Skilled)						

The bidder should consider all mandatory statutory payment e.g. PF, ESIC etc. in the price bid including other administration and operational cost/charge, which should be justifiable.

## TERMS & CONDITIONS OF CONTRACT

### (Annexure to Agreement)

#### A. Scope of Work:

Providing Security services at Directorate Medical Education, Raipur Chhattisgarh by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel as shown table below

S. No.	Name of the Institute	No. of Security Guards	No. of Supervisor
1	Pt. JNM Medical College & associated Dr. BRAM Hospital Raipur CG	200	06
2	Government Medical College (CIMS) & associated Hospital Bilaspur	175	05
3	Government Medical College & associated Hospital, Jagdalpur	150	04
4	Government Medical College & associated Hospital, Raigarh	150	04
5	Government Medical College & associated Hospital Rajnandgaon	100	03
6	Government Medical College & associated Hospital, Ambikapur	100	03
7	Government Dental College Raipur CG.	50	03
8	Pt.Deendayal Upadhyay Memorial Health Sciences & Ayush University, Raipur, C.G.	75	05
9	*Nursing College, Raipur, Bilaspur, Raigarh, Kabirdham, Jagdalpur, Rajnandgaon, Durg, Ambikapur	10 Each college	01 each college
10	Government Physiotherapy College, Raipur	10	01

\* Only female security guards may be asked by all Nursing College.

who shall safeguard the Medical Colleges buildings, movable and immovable assets, equipment's and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex / premises. The security personnel shall be deployed round the clock in 3 shifts at the Medical Colleges to safeguard of the premises.

2. The Agency shall be responsible for opening / closing of the building and rooms as necessitated / directed by the Head of the concerned institution on working and closed days.
3. The Agency shall ensure that water taps / lights / ACs are not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.
4. The Agency shall maintain records of inward and outward movement of men (All Medical Colleges Employees, Sub Contractor Personnel and also regulation of guests and visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Institutional Head.
5. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
6. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at Medical Colleges in Chhattisgarh. A mock fire drill may be organized quarterly.
7. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
8. A Tenderer may submit the single proposal for one, more than one or all mentioned institutions.

## **B. Eligibility Criteria:**

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005) etc. as per law valid at least for 12 months.

Those agencies engaged in the rehabilitation and resettlement of ex-servicemen should be empanelled / registered with DGR.

2. The Bidder shall have more than 3 years' experience of providing Security services in State Govt./Central Government/PSU/Autonomous Body under Government/Hospital (minimum two hospitals) with one should be government hospital more than 250 bedded for Category "A" & "B" institutions.
3. There should be no case pending with the police against the Proprietor / Firm / partner or the Company (Agency).
4. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - a) PF Registration:
  - b) ESI Registration:
  - c) Service Tax/GST Registration:
  - d) Valid License, issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 30 (Thirty) days of the award of the work.
5. Bidder must have license under Private Security Agency Regulation Act 2005 (PSARA) from Chhattisgarh state.
6. ISO 9001:2008 / ISO 14001 / ISO 18001 /ISO 26000/ ISO 27001 certification.
7. Tenderer must have the own training center or facility to train the guards by other training agency (Certificate indicating that the agency is presently providing training facility to guards of the tenderer)
8. The agency besides providing security services should be capable of monitoring Traffic safety, Parking and Trespassing.
9. Valid labour license issued by concerned department of Government for employing at least 200 persons for Category "A" & "B" and 50 persons for category "C" Institution.
10. Current Bank Solvency certificate issued within one year from the date of tender amount rupees 2 crores for Category "A" & "B" and 50 lakh for category "C" Institution.
11. Registration with NSIC development scheme (EMD exemption).
12. Bidders turn over should be as per Annexure "A"

If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and Directorate of Medical Education, Chhattisgarh/concerned college/University shall be at liberty to recover losses, if any, from the Security Deposit/EMD of the bidder.

### **C. Information and Conditions relating to Submission of Bids**

1. The initial period of contract shall be for three years which may be extended for a period of 1 year for maximum of two terms by mutual agreement depending on performance of the Agency and at discretion of the Head of the Institutions & Director Medical Education, Chhattisgarh.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from Website [www.eproc.cgstate.gov.in](http://www.eproc.cgstate.gov.in).
3. The interested agencies are required to submit the technical and financial bid Separately in e-tender. The bids in sealed Cover-I containing “Prequalification/Technical Bid” and sealed Cover-II containing “Financial Bid” through “E-Tender for Security Services”
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
6. The bidder shall pay Bid Security (EMD) as per Annexure "A"
7. The Bid Security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract within 1 month.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 7 % (Seven) of Annual Contract value towards Performance Security Deposit in the form of FDR/Bank Guarantee in the Favour of Director Medical Education, Chhattisgarh drawn on any Scheduled Bank and payable at Raipur. Performance security (FDR/Bank Guarantee shall be for a period of 60 days beyond from the contractual obligation.
9. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
10. The bid shall be valid and open for acceptance of the competent authority for a period of 270 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.

11. To assist in the analysis, evaluation and computation of the bids, the competent authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Director Medical Education, Chhattisgarh shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by such authority shall be final.
13. The quoted rates shall not be less than the minimum wages of Govt. of Chhattisgarh and shall include all statutory obligations. The rate quoted should be consolidated with Employer EPF contribution, ESI contribution, GST etc.
14. The Director, Directorate of Medical Education, Chhattisgarh reserves the right to accept or reject any or all bids without assigning any reasons.

**D. Terms and Conditions:**

1. The security services and provision for the required manpower shall be as under:-

Shift	Time
First	0600 hrs. – 1430 hrs.
Second	1400 hrs. – 2230 hrs.
Third	2200 hrs. – 0630 hrs.
General	0900 hrs. – 1730 hrs.

However, the above number and arrangement of deployment of the security personnel is without prejudice to the right of the concerned college/University to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the institute.

2. The Agency shall ensure that the security personnel deputed are as per Sl. No. 1 of Scope of work, healthy and not more than 62 years of age. The Agency will get their antecedents, character and conduct verified and to submit a copy of Police Verification to concerned college/University, before engaging new Security Guard.
3. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Director of Medical Education, Raipur Chhattisgarh, along with testimonials before they are actually deployed for the job.
4. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Director of Medical Education, Raipur Chhattisgarh at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personal shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of concerned college/University, they shall work under directives and guidance of the college/University head and will be answerable to the same. This will, however, not diminish in any way, the Agency’s responsibility under contract to the concerned college/University.
6. The Agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.

7. The visitors shall be regulated as per the directions of the concerned college/University and procedure and records thereof maintained as stipulated by them. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit the concerned college/University premises at least twice-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Head of the college/University dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
9. The Agency shall ensure that any replacement of the personnel, as required by the college/University head for any reason specified or otherwise, shall be effected promptly without any additional cost to the concerned college/University. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the head of the concerned college/University at Agency's own cost.
10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at concerned college/University site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, be it shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.
11. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the concerned college/University / MoHFW / Govt. of India / any State or any Union Territory.
12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of concerned college/University. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of the Head of the college/University
13. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc relating to personnel deployed by it concerned college/University site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the concerned college/University.
14. The Agency shall also be responsible for the insurance of its personnel. The Security Agency shall specifically ensure compliance of various Laws/Acts/Rules, including but not limited to with the following and their re-



enactments / amendments / modifications:-

- a) The Payment of Wages Act 1936
  - b) The Employees Provident Fund Act, 1952
  - c) The Factory Act, 1948
  - d) The Contract Labour (Regulation) Act, 1970
  - e) The Payment of Bonus Act, 1965
  - f) The Payment of Gratuity Act, 1972
  - g) The Employees State Insurance Act, 1948
  - h) The Employment of Children Act, 1938
  - i) The Motor Vehicle Act, 1988
  - j) Minimum Wages Act, 1948
  - k) Private Security Agencies (Regulation) Act 2005
15. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Head of the concerned college/University and maintain liaison with the police. FIR will be lodged by concerned college/University wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
  16. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the concerned college/University during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the said college/University.
  17. In case of any loss that might be caused to the concerned college/University due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, the Head of the college/University shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the concerned college/University besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, the authority shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
  18. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
  19. As and when the college/University requires additional security strength on

temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the authority. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the concerned college/University shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

20. The Agency shall arrange to maintain at the security desk/booth, the daily shift - wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to the competent authority an attested photocopy of the attendance record and enclose the same with the monthly bill.
21. The college/University shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
22. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the Statutory Wages revised by the State Government.
23. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
24. The Security personnel deployed by the Agency shall have at least the minimum elementary know ledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing in the register.
25. In case of noncompliance/non-performance of the services according the terms of the contract, the concerned college/University shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
26. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify the college/University head against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the said college/University premises/facility.
27. The decision of the Purchase committee on the behalf of Director Medical Education in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
28. In case of any dispute between the Agency and the concerned

college/University Director Medical Education, Raipur, C.G shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Raipur.

29. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Directorate Medical Education, Raipur Chhattisgarh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
30. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
31. An agreement shall be signed with the successful bidder as per specimen enclosed.
32. The Security Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or office concerned in respect of the persons deployed and submit the same to be prescribed authority in the first week of the succeeding month. The service provider shall deposit the monthly remuneration in the respective bank account of the Security Staff and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. As far possible the payment will be released by the second week of the succeeding month.
33. The wages will be revised as per revision of the minimum wages by State Government time to time and the service provider will inform for the same to the concerned authority.
34. The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 3 years from the date of signing of contract. The contract can be extended for one year for maximum of two terms, on the same terms and conditions with mutual consent. In such cases the Service Provider shall have to deposit the BG for the extended period.
35. Any change made by Government of Chhattisgarh or minimum wages will be applicable as per norms on mutual agreement.
36. The Service Provider shall pay liquidated damages for non-performance to the Employer at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of the liquidated damages shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct liquidated damages from payments due, of the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.
37. **No. of Proposal :-**  
Bidder has to bid in all the categories as a single tender for one, more than or all colleges/university clearly mentioning for which college/colleges/university the proposal has been submitted.
38. Chhattisgarh Store Purchase Rule 2004 will remain applicable during whole tender process.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any noncompliance shall be deemed as breach of the Contract/Agreement.

**To be made on Rs.100.00 Non Judicial Stamp Paper**  
**DRAFT AGREEMENT FORMAT**

This agreement is made at Raipur on the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Eighteen between the (Name of the College/University) (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s \_\_\_\_\_, having its registered office at

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(herein after called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part .

WHEREAS the Directorate of Medical Education, Chhattisgarh is desirous to engage the 'Agency' for providing Security Services for Government Medical Colleges, Dental College, Nursing Colleges, Physiotherapy college and Pt. Deendayal Upadhyay Memorial Health Sciences & Ayush University, Raipur in Chhattisgarh state on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in ----- (Name of the College/University) The 'Client' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at ----- (Name of the College/University) site. The 'Client' shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the 'Client' reserves its right to:
  - a. Cancel / revoke the contract; and / or
  - b. Impose penalty up to 10% of the Total Annual Value of contract.
6. Security Deposit equal to 05% of the Annual Contract Value (refundable after two months of termination of contract) in the form of FDR or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.
7. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in ----- (Name of the College/University)
8. The security personnel provided by the 'Agency' will not claim to become the employees of - ----- (Name of the College/University) and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in College/University site.
9. There would be no increase in rates payable to the 'Agency' during the contract period except

reimbursement of the statutory wages revised by the State Govt.

10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of Directorate of Medical Education, Chhattisgarh in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
12. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc of the 'Agency' in respect thereof, which may arise.
13. In case of any dispute between the 'Agency' and 'Client', Directorate of Medical Education, Chhattisgarh shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Raipur.
14. All the terms & conditions in the tender document will be part of the agreement and remain applicable during contract period.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Eighteen and shall be valid for three years if work satisfactory the contract will be extended for another 1 year for maximum of two terms.

IN WITNESS WHEREOF both the parties here to have caused the irrespective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Raipur in the presence of the witness:

15. For and on behalf of the 'Agency'

For and on behalf of the (Name of the College/University)

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the 'Agency'

SIGNED, SEALED AND DELIVERED

By the said.....

By the said.....  
.....(Name)

.....(Name)

16. on behalf of the 'Agency' in presence  
of

on behalf of the (College/University)  
presence of

Witness.....  
Name.....  
Address : .....

Witness.....  
Name.....  
Address.....

**ANNEXURE "A"**

Category	No.	Name of The College/Institution	EMD (INR)	Turn Over (INR)		Manpower Required (Guard+ supervisor)
				Annual Avg. TO	TO in Last 3 Years	
"A"	1	Pt. JNMC & Dr. BRAM Hospital, Raipur	9 Lakh	3 Crore	9 Crore	200+6
	2	CIMS, Bilaspur	7.75 Lakh	2.5 Crore	7.5 Crore	175+5
	3	GMC, Jagdalpur	6.75 Lakh	2.25 Crore	6.75 Crore	150+4
	4	GMC, Raigarh	6.75 Lakh	2.25 Crore	6.75 Crore	150+4
"B"	5	GMC, Rajnandgaon	4.5 Lakh	1.5 Crore	4.5 Crore	100+3
	6	GMC, Ambikapur	4.5 Lakh	1.5 Crore	4.5 Crore	100+3
	7	Pt. DDUMHS & Ayush University Raipur	3.5 Lakh	1.25 Crore	3.75 Crore	75+5
	8	GDC, Raipur	2.25Lakh	75 Lakh	2.25 Crore	50+3
"C"	9	Govt. Nursing College, Raipur	50 Thousand	15 Lakh	45 Lakh	10+1
	10	Govt. Nursing College, Bilaspur	50 Thousand	15 Lakh	45 Lakh	10+1
	11	Govt. Nursing College, Jagdalpur	50 Thousand	15 Lakh	45 Lakh	10+1
	12	Govt. Nursing College, Durg	50 Thousand	15 Lakh	45 Lakh	10+1
	13	Govt. Nursing College, Rajnandgaon	50 Thousand	15 Lakh	45 Lakh	10+1
	14	Govt. Nursing College, Raigarh	50 Thousand	15 Lakh	45 Lakh	10+1
	15	Govt. Nursing College, Ambikapur	50 Thousand	15 Lakh	45 Lakh	10+1
	16	Govt. Nursing College, Kabirdham	50 Thousand	15 Lakh	45 Lakh	10+1
	17	Govt. Physiotherapy College, Raipur	50 Thousand	15 Lakh	45 Lakh	10+1

**Important Note:**

\* Tenderer may bid for one, more than one or all colleges/university. The EMD should be submitted separately for each college in the form of DD/Bankers Cheque.

\*\* The minimum annual average turn over of tenderer must be 02 Crores i.e. minimum total turn over in last 3 years (2017-18, 2016-17 & 2015-16) should be 6 crores; even the tender is submitted for single college/university of any category. If tenderer is submitting bid for one or more than one college/university whose single/cumulative turnover is more than 02 crore as per table mentioned above, in such case the minimum annual average turnover of the bidder must be equal or more than cumulative annual average turnover of the colleges/university for which the tender is submitted.