

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-04-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-04-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Delhi
Department Name/विभाग का नाम	Health And Family Welfare Department Delhi
Organisation Name/संगठन का नाम	Institute Of Human Behaviour And Allied Sciences (ihbas)
Office Name/कार्यालय का नाम	East Delhi
Item Category/मद केटगरी	Security Manpower Service (Version 2.0) - Healthcare; Security Supervisor , Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	431 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	86241714.06
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	4312085

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director IHBAS

Institute of Human Behaviour and Allied Sciences (IHBAS) , East Delhi, Health and Family Welfare Department
Delhi, Dilshad Garden, Delhi 110095

(Dr. Rajinder K. Dhamija)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required[1676960613.pdf](#)

Security Manpower Service (Version 2.0) - Healthcare; Security Supervisor (10)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	

Specification	Values
Type of Establishment / Area	Healthcare
Category of Profile	Security Supervisor
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	No
Age Limit	Up to 60 years
Years of Experience	3 – 6 years
Additional Requirements for the Security Personnel	NIL
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement
1	Sonia P Nair	110095, Institute of Human Behaviour & Allied Sciences (IHBAS), Autonomous Academic Institute under Govt. of NCT of Delhi, Gopal Building, Dilshad Garden Delhi-110095	10	<ul style="list-style-type: none"> Number of working days in a month : 26 Basic Pay (Minimum daily wage) : 783 Bonus (INR per day) : 65.22 EDLI (INR per day) : 0 EPF Admin charge (INR per day) : 0 ESI (INR per day) : 25.45 Optional Allowance 1 (in Rupees) : 0 Optional Allowance 2 (in Rupees) : 0 Optional Allowance 3 (in Rupees) : 0 Provident Fund (INR per day) : 75 Tenure/ Duration of Employment : 12

Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard (197)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Healthcare
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	No
Age Limit	Up to 60 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	NIL
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement
1	Sonia P Nair	110095, Institute of Human Behaviour & Allied Sciences (IHBAS), Autonomous Academic Institute under Govt. of NCT of Delhi, Goal Building, Dilshad Garden Delhi-10095	197	<ul style="list-style-type: none">• Number of working days in a month : 26• Basic Pay (Minimum daily wage) : 712• Bonus (INR per day) : 59.31• EDLI (INR per day) : 0• EPF Admin charge (INR per day) : 0• ESI (INR per day) : 23.14• Optional Allowance 1 (in Rupees) : 0• Optional Allowance 2 (in Rupees) : 0• Optional Allowance 3 (in Rupees) : 0• Provident Fund (INR per day) : 75• Tenure/ Duration of Employment : 12

Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard (53)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Type of Establishment / Area	Healthcare
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Female
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	No
Age Limit	Up to 60 years

Specification	Values
Years of Experience	3 – 6 years
Additional Requirements for the Security Personnel	NIL
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement
1	Sonia P Nair	110095, Institute of Human Behaviour & Allied Sciences (IHBAS), Autonomous Academic Institute under Govt. of NCT of Delhi, Gopal Building, Dilshad Garden Delhi-10095	53	<ul style="list-style-type: none"> Number of working days in a month : 26 Basic Pay (Minimum daily wage) : 712 Bonus (INR per day) : 59.31 EDLI (INR per day) : 0 EPF Admin charge (INR per day) : 0 ESI (INR per day) : 23.14 Optional Allowance 1 (in Rupees) : 0 Optional Allowance 2 (in Rupees) : 0 Optional Allowance 3 (in Rupees) : 0 Provident Fund (INR per day) : 75 Tenure/ Duration of Employment : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be

ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director, IHBAS
payable at
Delhi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

Director, IHBAS
payable at
Delhi

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Director, IHBAS
Account No.
10172504583
IFSC Code
SBIN0009370
Bank Name
State Bank of India
Branch address
Dilshad Garden, Delhi 110095

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

7. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

12. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director, IHBAS

Account No.

10172504586

IFSC Code

SBIN0009370

Bank Name

State Bank of India

Branch address

Dilshad Garden, Delhi 110095

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director, IHBAS

payable at

Delhi 110095

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

INDEXING /CHECK LIST OF THE DOCUMENTS WHICH ARE TO BE UPLOADED ON GEM PORTAL BY BIDDER IN PDF FORM INDICATING DESCRIPTION/TYPE OF THE DOCUMENTS & NUMBER OF PAGES ON EACH PDF FOLDER				
Sl. No.	Description/ Name/Title of the Document	Status of document	Serial No. of Pages	
		Yes/No	From	To
1.	<p>The Bidder shall fulfill the following financial criteria:-</p> <p>(i) Gross Turnover Certificate of the intending bidder duly certified by their Chartered Accounts for the last three financial years: 2019-20,2020-21 & 2021-22 showing average value of turnover. The Average Value should not be below Rs. 431 lakh i.e 50% of the estimated cost of the Rs. 8,62,41,714 as per stipulated terms & conditions on GeM Portal. Copies of audited balance sheets for the last three financial years:,2019-20,2020-21 & 2021-22 to be submitted along with ITR.</p> <p>(ii) Net Worth of the Company during the last three audited financial years should be 40% of the bid value duly certified by the CA. An undertaking to be furnish by the Bidder in this regard.</p>			
2	<p><u>PAST EXPERIENCE FOR SERVICES:</u> The Bidder must have experience of successfully providing the security services in last three years for 300 or more bedded hospital. In addition to this, the technical capability of the bidder will further be evaluated as per follows:-</p> <p>(i) The Bidder must have executed at least one single work order of 80% value of the Bid Value Rs. 8,62,41,714/-i.e. not less than Rs. 690 Lakh</p> <p style="text-align: center;">Or</p> <p>(ii) Two (2) work orders each of 60% value of the Bid value of Rs. 8,62,41,714/-i.e. not less than Rs. 517 Lakh</p> <p style="text-align: center;">Or</p> <p>(iii) Three (3) work orders each of 40% value of Rs. 8,62,41,714/- i.e. not less than Rs. 345 lakh of the Bid for similar service(s) in last three years (April 2019 to March 2022) in hospital with 300 or more beds. The documentary proof to be submitted along with the Bid and each of work completion certificates of the execution of work should be satisfactory performance issued by the respective authorities where work execution done or going on otherwise experience certificate will not be entertained.</p>			
3	<p>Income Tax Returns (I.T.Rs) for following last three years :-</p> <p>(a) Assessment Year -2020-21(F.Y.2019-20)</p> <p>(b) Assessment Year -2021-22(F.Y.2020-21)</p> <p>(c)Assessment Year -2022-23(F.Y.2021-22)</p>			

4	The bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in this regard).			
5	Documentary Evidence for an office of the Service Provider in the state of "Delhi"			
6	The bidder must have latest version of valid ISO-9001 certificate			
7	i. Registration Certificate of MSME/NSIC ii. Startup bidder must have a certificate for recognition issued by Ministry of Commerce & Industry, GOI			
8	Company Society Registration under the Companies Act 1956 or Companies Act, 2013			
9	Profit & Loss certificate for three financial year 2018-19, 2019-20 & 2020-21 duly certified by CA, if shown loss the bid will be rejected			
10	Valid PSARA license issued by the Delhi Govt.			
11	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.			
1/2	The Bidder should not be debarred/banned/restricted/blacklisted by Union Govt./State Govt. /PSU in India or abroad as on date of submission of the Bid. An undertaking should be submitted in this regard on the company letter head.			
13	"No-Conviction Certificate" duly signed by authorized representative of the bidder should be submitted in the prescribed format.			
14	The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by him against this Bid are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, Issuer/Purchaser shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/Performance Security submitted by the bidder.			

Additional Terms and Conditions for Security Manpower Services through GeM Portal

1. Adherence to provisions of the Mental Healthcare Act, 2017 (MHA, 2017) and rules framed there under:-

(i) IHBAS being a Mental Health Institute funded by Govt. of NCT of Delhi has to ensure the compliance of the MHA, 2017 and rules framed there under:- Section 20 of the aforesaid act has provided the Rights of mentally ill patients from protection from cruel, inhuman or degrading treatment in any mental health establishment. Section-21 of the act provides Right to equality and non-discrimination. Therefore the Manpower Services (Security) contractor and their Security Personnel must have sensitivity towards such issues.

(ii) Section 20 of the MHA-2017 mention that every person with mental illness shall have a right to protection from cruel inhuman and degrading treatment and Section 21 deals with every person with mental illness having right to equality and non-discrimination. Section 108 & 109 of the MHA, 2017 provides punishment for contraventions of any of the provisions of this Act, of any rule of regulation made there under. In order to safeguard the interest of the Institute and as a deterrent measure, Manpower Services (Security) contractor and its personnel will be liable for legal action under relevant penal provisions including IPC & CRPC for violation of the provisions of the Mental Healthcare Act, 2017 and Rules framed there under. In case of such incidents involving violation of rights of Persons with Mental Illnesses, the Institute reserves the right to file an FIR/Criminal Complaint against both; the contractor and the erring Security Personnel under Section 108 & 109 of Mental Healthcare Act 2017, apart from civil remedies available to the Institute as per law, for any damages accruing to it. Therefore, the Contractor agrees to adherence and liable to comply the provisions of the Mental Healthcare Act, 2017 (MHA, 2017) and in case of any violations of this act, an administrative stern action alongwith legal action shall be taken against both the contractor and the erring worker.

2. **Attendance Mechanism:-** The Bio Metric System (BAS) is installed at Institute for all the workers/employees of IHBAS for better checks and controls. The Contractor shall not be allowed to deploy any Security Personnel if he/she is not registered on BAS of the Institute. Besides, BAS, the contractor will be supposed to maintain daily attendance record manually as per the deployment plan which will be submitted to OIC/Nodal Officer (Security) daily after countersignature of contractor's authorized signatory who will be responsible for day to day functioning of Security Services at IHBAS. At the end of every month, the monthly manual attendance of each and every Security Personnel will be compared from the BAS record of the Security Personnel. If any difference is found amongst manual attendance record and the BAS record, the attendance verified by OIC/Nodal Officer (Security) will be considered as admissible for the purpose of billing as well as other statutory obligations of Security Personnel except in exceptional conditions. Any discrepancy in the manual attendance and bio metric

attendance will be rectified in consultation with all the concerned later on. For this reasons, the payment to the workers would not be delayed.

3. PAST EXPERIENCE FOR SERVICES: The Bidder must have experience of successfully providing the security services in last three years for 300 or more bedded hospital. In addition to this, the technical capability of the bidder will further be evaluated as per follows:-

- (i) The Bidder must have executed at least one single work order of **80%** value of the Bid Value Rs. 8,62,41,714/-i.e. not less than Rs.690 Lakh
Or
- (ii) Two (2) work orders each of **60%** value of the Bid value of Rs. 8,62,41,714/- i.e. not less than Rs.517 lakh
Or
- (iii) Three (3) work orders each of **40%** value of Rs.8,62,41,714i.e. not less than Rs. 345 lakh of the Bid for similar service(s) **in last three years (April 2019 to March 2022) in hospital with 300 or more beds.** The documentary proof to be submitted along with the Bid and each of work completion certificates of the execution of work should be satisfactory performance issued by the respective authorities where work execution done or going on otherwise experience certificate will not be entertained.

4. **Payment and Statutory Obligations :-** The contractor is supposed to submit the bill of previous month along with documentary proof of statutory compliance i.e EPF, ESI and GST challan in exclusive manner for reimbursement upto 15th of succeeding month without any further delay. If the bill is received after 15th day of the month, the same will not be entertained by this Institute. The Service Provider will mandatorily submit the proof as having deposited PF, ESIC for the workers deployed exclusively and only within IHBAS premises. Such proof in respect of the workers deployed at sites other than IHBAS is neither required nor it will be entertained at all. Also the receipt & challans for GST amount deposited by Service Provider must be for the services provided exclusively for IHBAS and not for any other site.

The Service Provider shall be responsible for timely payment of minimum wages to its workers latest by 7th of every month (irrespective of payment by IHBAS to the vendor) and certificate to this effect will also be submitted to this Institute immediately after release of minimum wages to the workers by 8th or next working day failing which penalty of Rs. 100/- per Security Personnel per day will be charged. The payment of monthly bill will be made on reimbursement basis.

5. **Valid Labour License :-** The contractor shall obtain a valid Labour license from the competent Licensing Officer under the provision of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 within 90 days of the date of this Agreement. If the Contractor is unable to submit the license for any reason whatsoever or fails to obtain the license within the stipulated period other 2% penalty of contract value will be imposed.

6. **Bonus Reimbursement to contractor:** In accordance with the payment of bonus to outsourced workers by the contractor under payment of Bonus Act-1965, if such establishment has employed 20 or more workers on any day during the accounting year in its six years of existing/business (i.e. newly formed established which have completed statutory infancy period of 5 years as per Section 15 of the Act), the minimum statutory bonus under the Act is 8.33% of the payable wages as provided under section-10 of the Act. Hence the bonus element has been taken into consideration to workout estimated cost of the tender.
7. The contractor shall ensure that the wages to worker will be made on the three national holidays which is 26th January Republic Day, 15th August Independence Day and 2nd October Mahatama Gandhi Birthday in accordance with Industrial Establishments (National & Festival) Holiday Act, 1974.

8. **UNIFORM/DRESS AND IDENTITY CARD-**

The workers engaged by the contractor shall be dressed in neat and clean uniform with proper Identity Cards showing contact details of agency, EPF No, and ESI No. of worker, failing which a penalty of Rs.500/- for each instance per person will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment as per SLA. The Contractor shall provide minimum of two sets each of summer and winter uniforms (Including Sweater, Shoes& Socks) to its workers within 01 months from the date of award of contract. Accordingly, the contractor will submit an undertaking to Director, IHBAS as having completed this action within 01 month.

9. **PENALTY AND TERMINATION**

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL. NO	Service Level Agreement	Baseline	Penalties For Breach		
			1 st Instance	2 nd Instance	3 rd Instance

1.	Delay in deployment of security personnel by the service provider	Deployment to start Within 2 weeks of the placement of service order	In case of deployment is made after 2 weeks of placement of order and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference to service provider in case so desire	In case of deployment is made after 3 weeks of placement of order and delay is due to service provider 2% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference in case so desire	In case deployment not made 4 weeks after placement of order the contract shall be terminated without any reference
2.	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with public or employees of buyer organisation or other employees of service provider	No instance	Replacement of security personnel and Rs 500 fine on the service provider	Replacement of security personnel and Rs 1000 fine on the service provider	Replacement of security personnel and Rs 5000 fine on the service provider
3.	Security personnel not found displaying photo id or not in proper uniform	No instance	No penalty should be imposed for not wearing uniform for a particular day.	One day Salary due to the concerned employee and Rs 1000 penalty on service provider	One day Salary due to the employee concerned and Rs 2500 penalty on service provider
4.	Security personnel indulging in drinking/sleeping	Zero instance	Immediate removal of the security	Immediate removal of the security	Immediate removal of the security

5	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000
6	In case of expiry of any of the licenses required for performing the services such as PSRA, etc.		Termination of the contract		
7	Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF andESI (both employee and employer share)		Rs 1000 penalty per Security Personnel per default per day		
8	In case of violation Minimum wages Act , Contract labor Act etc. as applicable from time to time applicable for the services		Penalty of Rs 5000 Per Security Personnel in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider		
9	Cumulative penalty		Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be terminated. Subsequently, bidder shall be blacklisted for submitting any tender in IHBAS.		

10. **Shortfall of document :**

Any document not enclosed by the bidder can be asked for, as in case of the traditional tender, by the purchaser and submitted by the bidder online, provided it does not vitiate the tendering process.

11. **Corrigendum, clarifications, modifications and withdrawal of bids :**

All these steps are also carried out online mutadis mutandis the normal tendering process;

12. **Liability of the Services Provider for any direct loss or damages :**

The Services Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions thereof. The Service Provider shall, subject to the limitation specified in the agreement be liable to the Authority for

any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it and for any liability arising on account of non-compliance with Applicable Laws.

13. Penalty for deficiency in Services :

In addition to the liquidated damages not amounting to penalty as specified in the contractual agreement warning may be issued to the Services Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the efficiency or reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority and Service Level Agreement of GeM.

14. Police Verification & Character and antecedents verification of the employees/workers:-

The Police verification, character and antecedents verification is the whole and sole responsibility of the service provider. The police verification documents for all security personnel are required to be submitted within 01 month period from the date of award. For any crime committed by the outsourced worker, will immediately be communicated by the agency to the Police. For such crime, the outsourced agency will be responsible for litigation etc.

15. Dispute resolution :-

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth .

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

16. Arbitration :

Any Dispute which is not resolved amicably by conciliation, as provided in the relevant clause shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi.

17. Right to accept any Bid and to reject any or all Bids :

The Procuring Entity reserves the right to accept or reject any or all Bid; cancel the Tender process and re invite the Tender at any time prior to the award of Contract, 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 Procuring Entity's action.

18. **Illegal Extortion:** - The service provider shall not charge any undue money from the employees for registration, training or provision of uniform. Registration charge only Rs. 1000/- should be imposed for which proper receipt should be provided to its workers by the service provider. Any complaint for undue money will invite immediate termination of the contract and a police complaint will also be lodged in this regard. Further, the undue amount allegedly extorted will be deducted from the bills of the service provider.

19. **Award of Contract:** *Selection of Successful Bidder(s) :The Procuring Entity shall award the Contract to the Bidder(s) whose Bid(s) has been determined to be substantively responsive, eligible, and Qualified, Technically suitable and who has offered the lowest evaluated Bid price as per evaluation criteria detailed in the Tender Document.*

20. **Forged Documents:-** At any stage if it is found that any forged document was submitted for gaining the contract, the contract will immediately stand cancelled and no further discussion will be entertained.

21. **Salary Slip:-** The service provider is supposed to provide monthly salary slip to all the employees.

22. **Essential Security Equipments:-** The Security Personnel shall be well equipped with torches, walkie-talkies, HHMD and other necessary communication and frisking devices for personnel and vehicle etc. wherever needed as per Terms & conditions.

23. **Award of Contract:** *Selection of Successful Bidder(s) :The Procuring Entity shall award the Contract to the Bidder(s) whose Bid(s) has been determined to be substantively responsive, eligible, and Qualified, Technically suitable and who has offered the lowest evaluated Bid price as per evaluation criteria detailed in the Tender Document.*

24. **Validity of the Contract.:** The initial contract period of 01 (one) year extendable for further period of one year subject to satisfactory performance and mutual consent of both parties due to working exigencies and time constraint for assignment of the new work following the tender codal formalities.