



बिहार सरकार

Government of Bihar  
Department of Health

## State Health Society, Bihar

Pariwar Kalyan Bhawan, Sheikhpura, Patna-14



### **NOTICE INVITING TENDER FOR PROVIDING/ANNUAL CONTRACT OF SECURITY SERVICES/OTHER SERVICES**

Sealed Tender are invited under two bid systems (as enclosed Part-I: Technical Bid & Part-II: Financial Bid) from the reputed registered under Contract Labour (Regulation & Abolition) Act 1970 and also registered with PPFO, ESIC Security agencies for providing security & other services for the State Health Society Bihar. Interested agencies should quote their rates typed (Hand written quotation not allowed) in the prescribed format. Bids received in any other format will not be considered. The quoted rate must be as per current wages rate of Bihar Minimum Wages Act & Labour rules. Personnel must be literate & having a good knowledge of working in the specified job. The rate should be per month. The bidders must quote the rate in the given format. Bids received in other format will not be considered. Details of the tender can be obtained from our website ([www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org))

#### **1. Minimum Eligibility Criteria along with list of documents to be submitted in Cover 'A' (Technical Bid)**

Bidders should meet the following criteria to be eligible for bidding *and relevant papers/documents must be submitted by them in their technical bid in support of their eligibility for the tender.*

- a. Agencies which have been Blacklisted/debarred by Central Government/Any State Government/Semi Govt. Organization are barred from participating in this tender. Their bids will not be considered.
- b. The agency must have 3 years old registration/license under Contract Labour (Regulation & Abolition) Act 1970 issued by the Labour Department of the concern State . A xerox copy of registration or license or sponsorship letter indicating their registration number should be submitted.
- c. Service Tax Registration No. with copy of Service Tax registration.
- d. EPF number with copy of EPF registration.
- e. ESIC registration no. with copy of ESIC registration.
- f. Copy of PAN Card allotted by Income Tax Department.
- g. Average annual turnover of Rupees Five Crores (5 Crores) for the last three financial years 2011-12, 2012-13 and 2013-14. Last three financial years Audit Report from duly qualified Chartered Accountant Report showing details (balance sheet, receipt & payment, profit & loss, income & expenditure sheet) of their annual turnover should be submitted. Auditor/C.A. Certificate of turn over will not be accepted.
- h. Income tax return for last three assessment year i.e. 2012-13, 2013-14, 2014-15.
- i. Bidder shall submit an affidavit sworn after the date of NIT in question before First Class Magistrate/Notary stating that "the company has not been blacklisted/debarred by the Central Government/Any State Government/Semi Govt. Organization.
- j. Up to date Non-conviction certificate in the form of an affidavit sworn before the First Class Magistrate/Notary stating that the agency has not been ever convicted under Labour (Regulation & Abolition) Act or relevant Act and Rules.

- k. List of clients with Satisfactory Performance Certificate for last three years issued by various Govt. organisations and Multinational Organisation where such type of work/jobs are being executed presently or have been performed by the contractor earlier, must be enclosed in support of credibility of the agency.
- l. Bidders will be required to deposit a demand draft of Rs. 50,000 (Fifty Thousand only) as EMD favouring Executive Director, State Health Society, Bihar.
- m. Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidder firm to sign the documents.
- n. The tender documents should be signed by the tenderer and attested by the Notary in all pages with office seal and should be serially numbered.
- o. Forwarding letter indicating clearly the list of enclosures (a to m) as given in Para-1 above.

**2. Financial Bid, marked as Cover ‘B’ as Part-II:**

Financial bid should be given in the format below: (Minimum wage Govt. guidelines to be kept in mind)

SN	Particulars	Wage per month as per Bihar Minimum Wages act (Including all the taxes) (A)	Agency’s commission (Including Service Tax and other taxes or obligation) (B)	Total Amount in Figure (A+B)	Total Amount in words (A+B)
1	Highly Skilled				
2	Skilled				
3	Semi Skilled				
4	Un Skilled				

**Note:** The rate quoted should be inclusive of and in accordance with the provisions of Minimum Wages Act on the subject/Contract Labour Act and other statutory provisions like Provident Fund Act, ESIC, Leave, Uniform Allowance etc.

(Quoting less, violation of minimum wages act, Contract Labour Act, Govt. of India, Ministry of Labour and Employment Order and other statutory provisions shall be liable for disqualification and such tenders shall not be considered and rejected summarily without assigning any reasons, No communication will be entertained in this regards).

**3. Submission Requirements** : Interested eligible agencies, wishing to participate in the tender may submit their bids in a large envelop marked “**Tender bid for providing/Annual Contracting of Security Services/other services.** This large envelop will contain two separate sealed envelopes—one marked as Cover ‘A’ for technical bid and another marked as Cover ‘B’ for financial bid should be submitted in separate envelops and should be marked as stated above.

**4. Terms & Conditions:**

- a. Rates quoted must be inclusive of all taxes and contract shall be valid for one year from the date of signing of agreement. Further extension may be given on successful & satisfactory completion of work/performance report as per terms and conditions laid down in tender and contract agreement.

- b. The successful tender shall have to furnish a suitable Performance Security of an amount equivalent (5 to 10 % as per BFR & CVC guideline) of estimated cost/value of the contract in the form of Bank Guarantee before signing of the Agreement between the parties. The proceeds of their Performance Security shall be payable to the SHSB as compensation for failure to fulfill its obligation under the contract or for making delay in the completion of obligations under the contract. The security deposit amount shall not carry any interest and shall be valid till 60 days beyond the end of the period of the contract.
- c. The tender shall abide the provisions of the Ministry of labour and employment, Govt. of India order No. 1/7(6)/2008-LSII dated 27.10.2008, Minimum wages act 1948 on the subject. The contract labour (R&A) act. 1970. Security guards regulation act 1981 and other Labour laws applicable to him from time to time.
- d. The quoted rate must be as per current Bihar Minimum Wages act (Column A). Other taxes & commission to be claimed by the agency may be quoted in separate column (Column B) in their financial bid.
- e. The agency will have to provide the personnel throughout the month, in case any person goes on leave then there should be replacement in his/her place otherwise penalty equal to twice the amount payable for that person will be deducted.
- f. Uniform (summer, winter, rainy season) & other items viz; mobile, torch with battery, whistle, umbrella etc. will be provided by the agency for which no additional payment will be made. All security personnel must carry a proper photo identity card.
- g. The security agency/company will ensure that all its personnel are physically fit and mentally alert and its personnel are properly trained to carry out their duties. Specifically they must be trained to handle public office in a polite, professional and disciplined manner. Minimum age of personnel should be eighteen (18) years and maximum age should be fifty five (55) years.
- h. In case of negligence, dereliction of duty, disorderly behavior, other misconduct by personnel of the agency/company, the agency/company will take proper disciplinary action against such personnel. SHSB will be at liberty to take its own civil/criminal action.
- i. The agency/company will raise monthly bills at the beginning of each month of the duties performed during the month immediately preceding and these bills will be paid promptly subject to usual deduction of wages for the personnel absent without information. TDS/VAT/any other taxes shall be deducted at prescribed norms on the payable amount.
- j. The agency/company will ensure timely payment of wages to its personnel.
- k. The agency/company will provide additional manpower in any number within a reasonable time but not exceeding one month at the approved rates and terms and conditions. SHSB has the right to increase or decrease the manpower of any site or to add or delete any site of deployment.
- l. If the Agency denies/withdraw/refuses to accept the work order if it's selection of as successful bidder then the EMD deposited by the Agency will be forfeited. In the same manner if refuses to carry out the work so allotted after signing of the agreement, the performance security will be forfeited and the Agency would also be blacklisted.
- m. **Performance Evaluation** :-
  - i. The quality assurance of the security services would be ensured regularly (daily, weekly, fortnightly or monthly depending upon the discretion of the SHSB) on the basis of the periodical reports furnished by the officials assigned for this task by the SHSB.

- ii. The Contractor and all his staff deployed for security and other work will work under the supervision of the officials assigned for this task by the SHSB.
- n. The security agency/company will execute the jobs undertaken by it directly and with its own resources and will not give out any part of the assignment on sub-contract or transfer the contract to any other person or agency in any manner.
- o. SHSB reserves the right to accept or reject the tender without assigning any reason whatsoever and the decision of SHSB in awarding the work shall be final and cannot be subject to arbitration.
- p. SHSB at their option, without prejudice to their rights, hereunder, may cancel the order at any time by giving 30 days simple written notice in case the Agency/Company does not comply with its obligations under this contract.
- q. Non-fulfillment of any of conditions of the contract may lead to disqualification of the firm for a period of 5 years from participating in any tender of SHSB. This shall be put on the SHSB website for general notice also.
- r. The tenderer shall give an undertaking that all the statements made and submitted by him are true to the best of his knowledge and any information subsequently found incorrect or false will mean automatic cancellation of the tender and tenderer will be liable for penal action as will be deemed fit by the SHSB.
- s. Failure to comply with the above condition or furnishing of any incorrect or incomplete information will make the tender liable for rejection.

#### **5. Refund of Earnest Money Deposit:**

The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 30 to 60 days after the date of finalization of the contract with successful bidder. The EMD submitted by successful bidders shall also be returned to them after the deposition of the performance security amount according to conditions stipulated in the bid document.

#### **6. Refund of Performance Security:**

If the supplier duly performs and completes all obligations under the contract in satisfactory manner, in all respects, the performance security shall be returned to the supplier without any interest, within 30 to 60 days of the date of completion of all such obligations under the contract.

#### **7. Jurisdiction of any dispute:**

If any dispute or difference of any kind what so ever arises between the service provider Agencies and the Society in connection with the contract or arises out of the contract, the parties shall first make every effort to resolve amicably such dispute or difference by way of mutual consultation and/or under “The Arbitration and **Conciliation Act 1996**” and for the said purpose, the Development Commissioner–cum-Chairman, SHSB shall be the sole arbitrator in the matter. If the arbitration fails to resolve the dispute or difference by such mutual consultation or under the Arbitration and Conciliation Act 1996, the same shall be subject to the jurisdiction of Patna (Bihar) only .

**8. Pre-bid meeting of interested bidders** is scheduled on **30.01.2015 at 03:00 PM** in Conference Hall, State Health Society Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-14. Bidders seeking clarification on the bid document shall submit written query/queries three days prior to the Pre-bid

meeting date. Pre-bid amendments, if any, will be floated on the SHSB website - <http://statehealthsocietybihar.org> under tender information section.

**9. Deadline for Submission of Bids-**

The technical and financial bids, in separate sealed envelopes may be sent, to “**The Executive Director, State Health Society Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800 014**”. The bids must reach the office of the undersigned latest by **3:00 P.M. on or before 24.02.15** through Registered/Speed Post. Bids received after deadline, would not be entertained and considered as a valid tender bid. **No bid will be accepted directly or by hand.** SHSB will not be responsible for postal delay. In the event of the specified deadline of submission of bid being declared a holiday, the bid shall be received on the next working day.

**10. Opening of Bids –**

Technical bid shall be opened at **4 PM on last date of submission of tender (i.e 24.02.15)** in the presence of bidders or their authorized representatives who desire to be present. Participating authorized representatives must bring proper authority letter of the company and identity proof with them. Without authority letter from the company, the representative will not be allowed to participate in the meeting. After opening of the bids, all opened technical bids shall be evaluated by a committee on technical grounds. Financial bid of only those bidders will be opened, whose technical bids are found eligible by the Technical Core Committee. Financial Bid will be opened in the presence of bidders or their authorized representatives. The date of opening of financial bid will be informed to the Technically Qualified bidders.

**11. Display of qualified/disqualified bidder on SHSB website:** Bidders should visit SHSB website- <http://statehealthsocietybihar.org> regularly for information regarding status on qualification/disqualification of their bid and for other related information.

**12.** The decision of the State Health Society Bihar shall be final, and no enquiries, or application for review, shall be entertained. **The State Health Society Bihar reserves the right to amend any of the conditions, if required or cancel or reject all or any bid/tender without assigning any reason.**

For details, please contact Phone – 0612-2281545, 2290328, 9470003000 (I/c Housekeeping, SHSB)

**Executive Director  
State Health Society, Bihar**