



बिहार सरकार



## Government of Bihar

### Department of Health

### State Health Society, Bihar

### Pariwar Kalyan Bhawan, Sheikhpura, Patna-14

#### **NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES/OTHER SERVICES**

Sealed Tender are invited by SHSB under two bid systems (as enclosed Part-I: Technical Bid & Part- II: Financial Bid) from the reputed agency having valid licence from Home Department (Special Branch), Bihar, Patna under PSRA Act 2005 (Bihar Private Security Rule 2011) including Contract Labour (Regulation & Abolition) Act 1970 and also registered with PFO, ESIC or any other Govt. office relevant for providing security & other services. 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. Quoted rate must be as per current wages rate of Bihar Minimum Wages Act & Labour rules. Personnel must be literate & having good knowledge of working in the specified job. 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. Pending criminal cases/vigilance cases will also render them unfit.
- b. The agency will have to submit Labour Licence issued by the Labour Department, Govt. of Bihar within 15 days from issue date of Work Order to the agency failing which agency will be debarred from the tender and EMD will be forfeited.
- c. Copy of Service Tax Registration No.
- d. Copy of EPF registration.
- e. Copy of ESIC registration.
- f. Copy of PAN Card.
- g. Average annual turnover of Rupees One Crores (1 Crores) for the last three financial years 2013-14, 2014-15 and 2015-16 with minimum of 50 lacs in each year. 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/only C.A. Certificate of turnover will not be accepted.
- h. Income tax return for last three assessment year i.e. 2013-14, 2014-15, 2015-16.
- i. Bidder shall submit an affidavit sworn after the date of NIT in question before First Class Magistrate stating that "the company has not been blacklisted/debarred by the Central Government/Any State Government/Semi Govt. Organization.
- j. List of clients with Satisfactory Performance Certificate (if any) for last three years issued by various Govt. organizations/any other 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.
- k. Bidders will be required to deposit a demand draft of Rs. 50,000 (Fifty Thousand only) as EMD favouring State Health Society, Bihar.
- l. Valid license from Home Dept. (Spl. Br.) under PSRA Act 2005.

- 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 self attested by the tenderer 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	Category of Security Guard /Manpower	Rate as per Bihar Govt. Minm. Wages Act (A)	Rate as per Bihar Govt. Minm. Wages Act	E.P.F. on (A) @ 13.61% (B)	E.S.I. on (A) @ 4.75% (C.)	Agency Commission per Month including all liability (D)	Total	Service Tax incl. SB Cess on total amount @ 15% (E)	Gross Total (A to E)	
		26 Days	Weekly Off						In Figure	In Words
1	Highly Skilled									
2	Skilled									
3	Semi Skilled									
4	Un Skilled									

**Post Description required (1 to 4) as:-**

**Data Entry Operator (Twelve pass and DCA 6 month, candidate must have typing speed at the rate of 30 words/minutes in English and 25 words/minutes in hindi), Security Guard, Drivers, Electrician, AC Technician, Plumber, Carpenter, Peon, Cook, Mali, Sweeper etc.**

**Note:** The rate quoted should be inclusive of all due taxes and in accordance with the provisions of Minimum Wages Act/Other related acts on the subject/Contract Labour (Regulation & Abolition) Act 1970, Private Security Agencies (Regulation) Act. 2005 and other statutory provisions like EPF, ESIC, Leave, Uniform Allowance etc.

(Quoting less in 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 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. The terms of contract shall be first Day starting from date of commencement of contract and ending on 31.12.2017. However the contract may be terminated before the stipulated period of contract days, by the SHSB, in case of violation of the terms and conditions hereof, and in accordance with the provisions mentioned in the contract. In such event, consequences under the contract against the contracting party shall follow.
- b. The successful tenderer shall have to furnish a suitable Performance Security of an amount of Rs 700000/- (Seven Lacs Only) in the form of Bank Guarantee before signing 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. The contract labour (R&A) act. 1970. Private Security Guards (Regulation of Employment and welfare) Act 1981, Private Security Regulation Act. 2005 and other Labour laws applicable to them from time to time.
- d. The quoted rate must be as per current Bihar Minimum Wages act. Other taxes & commission to be claimed by the agency may be quoted in separate column as mentioned in their financial bid. **Wages and taxes will be revised if it is changed from the concerned Govt. Dept. but agency commission will be fixed till the period of contract.**
- 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, photo identity card etc. will be provided by the agency for which no additional payment will be made.
- 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, Service Tax/any other taxes shall be deducted at prescribed norms on the payable amount by SHSB/Agency as per norms.

- j. The agency/company will ensure monthly payment of wages to its personnel and it shall submit the documentary proof of payment to the personnel wages, ESI, EPF, ST etc. of the preceding month.
- 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 as successful bidder then the EMD deposited by the Agency will be forfeited. In the same manner if the agency 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. Agency will have to submit fortnightly/monthly performance report of the personnels which will be monitored by SHSB as and when required.
- 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. Also non-disclosure of any material information like ban order/debarment/blacklisting/pending criminal or vigilance case etc. will render him liable for cancellation of tender as well as penal action as deemed fit.
- s. Failure to comply with the above condition or furnishing of any incorrect or incomplete information will make the tender liable for rejection and suitable penal action.

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

The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 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. (That in case of any information or credentials furnished by the Bidder is found to be false or forged, the EMD shall be forfeited by SHSB)

## **6. Performance Security:**

The Successful Tenderer shall furnish a performance security in terms of Bank Guarantee of amount Rs. 7,00,000/- (Rupees Seven Lacs Only) at the time of execution of contract. The Bank Guarantee shall be made from any nationalised bank and shall be valid for the stipulated period of contract and shall stand valid till 60 days beyond the conclusion of the contract.

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

Refund of performance security shall be done by the SHSB without interest and within 60 days, from the date of conclusion or termination of the contract, as the case may be, subject to the satisfactory performance of obligation by the contracting party, full and final settlement of accounts by the between the parties and time taken thereof. The amount of refund of performance security shall be without any interest and shall be subjected to further necessary deductions, including damages, dues, overpayment, any compliance charges, government fees & penalties and any other amount due to SHSB under the terms and condition of the contract between the parties in furtherance of present Tender.

### **7. Jurisdiction:**

All disputes arising out of the present Tender and subsequently out of the contract executed in furtherance of the present Tender shall be subjected to the Courts of jurisdictions at Patna exclusively. The place of Arbitration shall strictly be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, as amended time to time.

**8. Pre-bid meeting of interested bidders** is scheduled on **29.6.2016 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-800014”**. The bids must reach the office of the undersigned latest by **3:00 P.M. on or before (07.07.2016)** 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 (07.07.2016)** 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.** 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 – 0612-2290340, 9470003000 (I/c Housekeeping, SHSB)

**Executive Director**

**State Health Society, Bihar**