

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES & TECHNOLOGY



(An Institute of National Importance under Govt. of India)

Thiruvananthapuram, 695011, Kerala, India

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Phone-0471- 2443152 , Fax-2550728

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES & TECHNOLOGY

TRIVANDRUM

*(An Institute of National Importance under Govt. of India)*

**TENDER DOCUMENT  
FOR  
OUTSOURCING OF SECURITY SERVICES**

Cost of Tender Document Rs.1500/- + 18% GST



**SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES & TECHNOLOGY**

**THIRUVANANTHAPURAM—695 011, INDIA.**

(An Institute of National Importance under Govt. of India)

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P&A.II/SG/SCTIMST/2018

Dtd. 15.11.2018

**TENDER NOTICE-OUTSOURCING OF SECURITY SERVICES-TWO BID**  
**(TECHNICAL/COMMERCIAL)**

Sealed Quotations are invited under two bid system from reputed Agencies/Firms with ISO 9001-2008 certificate and having capacity to provide the required number of uniformed trained manpower for 24/7 security services for a period of one year for the Hospital Wing and BMT Wing of the Institute. The agency/firm should have valid Registration Certificate including registration with the Regional Labour Commissioner, EPF, ESI, GST etc.

Intending tenderers may, on application to the Administrative Officer obtain the requisite tender forms on which tenders should be submitted. Application for tender forms should be accompanied by a Cash/DD remittance of Rs.1500/- plus GST @ 18% which is the price fixed for the form/set of forms and which is not refundable under any circumstances. Tender forms are not transferable. Cheques, postage stamps etc. will not be accepted towards cost of forms, nor will the forms be sent by V.P.P. The tender notices are posted in the website of the Institute [www.sctimst.ac.in](http://www.sctimst.ac.in) and also available in 'http://eprocure.gov.in/epublish' for downloading. In case the Tender Form has been downloaded from website, the cost of the Tender Form should be placed along with the Technical bid in the above said rate.

All tenders should be accompanied by EMD of Rs.1,00,000/- (One Lakh only) by way of DD, fixed deposit receipt or banker's Cheque drawn in favour of Director, SCTIMST along with Technical bid.. EMD must be valid for a period of atleast 90 days from the date of opening of bids. The EMD will be waived based on the relevant certificate for tendered service on production of documents such as DGS & D, NSIC Registration Certificate etc. for the specific category of service and should remain valid for the period required for EMD.

Clarifications, if any with regard to tender documents may be communicated/sought well in advance before the closing date of the tender.

Duplicate tender forms, if required, will be issued at Rs.100/- per copy. GST 18% will be charged extra on both the sales. The Director of the Institute reserves the right to accept or reject all or any tender at his/her sole discretion without assigning any reason.

The sealed quotations should be super scribed with Tender name "Quotation for Security Services at SCTIMST, (Hospital Wing & Biomedical Technology Wing.)" and tender No. P&A.II/SG/SCTIMST/2018 dated 15/11/2018 and addressed to: "The Director, SCTIMST, Medical College P.O., Trivandrum-695 011".



The details of documents that can be downloaded on the key dates are given below:

Documents	Website
Tender Documents	<a href="http://www.sctimst.ac.in/tenders">www.sctimst.ac.in/tenders</a>
Technical Bid (Annexure -I),& Commercial Bid (Annexure-II)	<a href="http://eprocure.gov.in">http://eprocure.gov.in</a>

**Other details**

Tender Stage	Start Date & Time	Closure Date & Time
Downloading of Tender Documents	15/11/2018 at 01.00pm	05/12/2018 at 12.00pm
Bid Submission Technical/Commercial	15/11/2018 at 01.00 pm	05/12/2018 at 01.00pm
Opening of Tender	05/12/2018 at 3.00pm	

**Preparation & Submission of Tender**

The tender should be submitted in two parts i.e. Technical Bid and Commercial Bid. The Technical Bid and the Commercial Bid should be sealed by the bidder in two separate covers "Technical Bid for Outsourcing of Security Services" and "Commercial Bid for Outsourcing of Security Services". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Quotation for Security Services in SCTIMST ". Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

**Note:** The rate should be quoted on eight hourly basis. The Contractor should have a minimum experience of three years in the field and have sufficient manpower (Ex-service men) for undertaking the security work. A list of clients in proof along with certificates of satisfactory performance (security services only) for three years should be attached. The general conditions relating to this work and the details of areas for Security Guarding could be obtained along with the tender documents.

The rate alone will not be the qualifying factor for selection. Experience of the agency, proficiency in the field, stability of the agency/firm etc. will also be taken into consideration. Those who wish to visit the site to assess the work can do so on any working day between 10 am to 3 pm with the permission of the Security & Safety Officer of both the wings. Late tenders will be rejected.

The Director of the Institute reserves the right to reject all or any of the quotations without assigning any reason thereof.

For more details and Tender documents please see the website ([www.sctimst.ac.in/tenders](http://www.sctimst.ac.in/tenders))

**DIRECTOR**



**TERMS AND CONDITIONS OF TENDER FOR GUARDING SERVICES AT HOSPITAL  
WING AND BMT WING OF SCTIMST, THIRUVANANTHAPURAM**

**PART I:**

Terms of Contract for providing Security Services at the Hospital Wing including AMC, Ladies Hostel, SWASTHI, Kumarapuram Quarters Campus, SRISHTI at Quarters campus and the Biomedical Technology Wing of the Institute at Poojapura, Trivandrum.

- a. The contract will be for a period of one year from the date of commencement.
- b. The contractor shall provide a security force of **Ex-service** personnel for each of an eight hour shift per day / night on all days and the Institute shall pay for the service per month per person as indicated in Annexure - II.
- c. Applicants should have registered office /branch in Thiruvananthapuram.
- d. The bidder should have valid license under the Private Security Agency (Regulation) Act 2005.
- e. The bidder should have on its roll a minimum of 500 employees or above, in the agency and document proof along with ESI and EPF numbers should be attached.
- f. The bidder should produce the experience of completion of security work in any of the Govt. Department/Autonomous Bodies/public sector Institutions/Local Bodies etc., with annual turnover of Rs.50 lakhs or above for the preceding three years, along with the copies of work orders received.
- g. The contractor will be wholly responsible for safeguarding all the properties of the Institute viz., land, trees, building, furniture, machinery and equipments, computers, library and all other articles of the Institute including the records, documents etc. He shall also have effective check of the entry of unauthorized persons and intruder / trespassers into the Institute.
- h. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity. Selected bidders will be informed about the date and time for opening the Commercial Bids.
- i. Bid shall be valid for a minimum period of 90 days from the date of opening of the Technical Bid. A bid valid for a shorter period other than the above shall be rejected.
- j. No tenderers will be allowed to withdraw or amend its/his tender or impairs or derogates from the tender in any respect after submission of the tenders within the bid validity period. Otherwise the EMD submitted by the agency/ firm would stand forfeited.
- k. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.

*I/We agree to the above terms & conditions*

Signature of the contractor with seal



- l. The Service Provider shall not be allowed to transfer, pledge, assign or sub contract its rights and liabilities under this contract to any other agency.
- m. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
- n. The successful tenderer will have to furnish security deposit @ 5% of total annual cost of the work by way of Bank Guarantee of Scheduled Bank valid for a period of 18 months in favour of DIRECTOR, SCTIMST, Trivandrum, payable at SBI, Medical College Branch, Trivandrum- 11 and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.
- o. Each page of the tender documents and papers should be numbered signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the, SCTIMST Trivandrum. The Director, SCTIMST Trivandrum reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
- p. The Director, SCTIMST Trivandrum reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
- q. The tenderer shall enclose the Integrity Pact along with the tender.(ANNEXURE -III)

Independent External Monitors

1. Sri.G.N.Nair, Former MD, Kerala State Coir Corporation Ltd

Phone : 7012135595

2. Sri.Rajan Nair.R.S., Additional Secretary to Finance (Rtd)

Phone : 8848238768

3. Sri.Haris, Chief Engineer (Rtd), Kerala Water Authority

Phone : 9447294911

- r. Statutory Obligation satisfying conditions such as ESI, EPF etc shall be enclosed.
- s. The Director, SCTIMST Trivandrum does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be rejected.

*I/We agree to the above terms & conditions*

.....  
(Signature of the Contractor with Seal)



## **PART II: OBLIGATIONS OF CONTRACTOR/SERVICE PROVIDER**

- a. The Contractor will supply uniformed and trained personnel and will use its best endeavors to operate the services.
- b. The Security personnel supplied will be employees of the contractor and all statutory liabilities such as ESI, EPF, Bonus, and Gratuity etc will be paid for by him.
- c. Contractor will have insurance cover for his security personnel for personal accident and death while performing the duty at the Hospital Wing & BMT wing of the Institute.
- d. Documentary proof of Security back ground/ capabilities of the applicants or details of security training undergone by the applicants or any one of the Directors of the company from the Govt. authorized agencies to be produced.
- e. The security personnel to be employed shall be trained by applicant and shall be able to handle the Fire fighting systems and equipments, if warranted.
- f. Regular training shall be imparted to all the personal deployed at site and the documentary proof has to be submitted to Security & Safety Officer at the time of submitting monthly bill.
- g. All Security Guards should be male. Female staff should be posted only if specific request made by the Institute.
- h. The security agency shall maintain the records as suggested/prescribed by the Security & Safety Officer and as per rules in force.
- i. Adequate supervision will be provided by the firms to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- j. The contractor and his staff shall take proper and reasonable precautions to preserve from loss, deduction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person any of the properties or assets of the Institute under its control.
- k. In the event of any loss occurred to the Institute, as a result of any lapse on part of the contractor which will be established after a joint enquiry, the Institute can claim the rate of actual loss from the Contractor.
- l. The security staff shall not accept any gratuity or reward in any shape or form.

*I/We agree to the above terms & conditions*

Signature of the contractor with seal



- m. Under the terms of their employment agreement with the contractor the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly.
- n. The contractor shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct the security arrangements, as per the directions enumerated herein and in accordance with such directions, which the Institute may from time to time and which have been mutually agreed upon between the two parties.
- o. The Institute shall have the right, without assigning any reason, to remove any personal engaged by the contractor, if considered to be undesirable.
- p. The contractor shall be responsible to look after all property and equipment of the Institute entrusted to him for discharge of the duties assigned him and under his control (reasonable wear and tear exempted.)
- q. The contractor shall furnish the Bio-data of the personnel posted by them in the Institute with identification cards with passport size photograph for each person to the Security & Safety Officer concerned of the Institute. Whenever there is change of personnel, advance information to that effect shall be given to the concerned Security & Safety officer of the Institute along with the Bio-data of the said personnel.
- r. It is the responsibility of the contractor to verify the character and antecedents of the workforce engaged for duty. The character and antecedents shall be got verified through record check by the contractor at their own cost from the concerned Police authorities and the original report shall be submitted to SCTIMST.
- s. No security personnel shall perform double duty. In case they are found performing double duty or remaining absent from duty, a penalty of an amount three times the wages shall be recovered from the bill.
- t. The contractor shall ensure that the payment of wages to the Security Guards engaged by him is made to them keeping in view statutory provisions with reference to the wages in presence of the representative of the Principle Employer by 7<sup>th</sup> of the following calendar month /or through bank after complying with necessary statutory provisions.
- u. The contractor shall ensure that paper wage slips (as insisted by labour dept.) clearly showing the gross wages, net wages, compensation of holidays, statutory deductions; PF/ESI numbers are given to all his employees at the time of monthly wage disbursement.
- v. In case the service provider fails to comply with any statutory /Taxation liability under the appropriate law, and as a result, if SCTIMST is put under any loss/obligation, monetary or otherwise, SCTIMST will be entitled to get itself reimbursed either out of the outstanding bills or from the Security deposit to the extent of the loss or obligation in monetary forms.

*I/We agree to the above terms & conditions*

(Signature of the Contractor with Seal)





- w. The personnel of the security force engaged by the Contractor shall be the employees or members of the contractor. The contractor shall be solely responsible for the payment of salaries, other benefits, perks and other legal obligations, if any, in respect of the personnel engaged or deployed by him in the Institute.
- x. The agency/company shall pay wages directly to Security guards through bank and the details of payment may be submitted to the Finance & Accounts Division through Security & Safety Officer and Administration every month. It should be ensured that no amount by way of commission or otherwise is deducted and recovered from the wages.
- y. The contractor shall not engage persons below the age of 18 years and above the age of 55 years.
- z. The contractor shall ensure that no personnel engaged / deployed by him will engage in any type of activities prejudicial to the interest of the Institute.
- aa. It shall be the responsibility of the Contractor to provide 4 sets of uniform approved by SCTIMST in a year, cane etc. that are necessary for the security personnel to perform their job. The security personnel shall wear the uniform while on duty.
- bb. The contractor shall be responsible for replacement of persons deployed/engaged by him when falling ill or proceeding on leave on otherwise absent, under intimation to the Institute.
- cc. It shall be the responsibility of the Contractor to ensure maintenance of proper discipline of the persons engaged / deployed by him.
- dd. It is specifically understand that persons engaged / deployed or to be engaged / deployed for work undertaken to be done by the Contractor shall be preferably their members, that for statutory and for all other purposes, he shall be their employer and that he shall be responsible and liable for all statutory or other benefits and obligations which, the persons engaged / deployed by him are entitled to under various legislations including the benefits under ESI Act, EPF Act, Minimum Wages Act, Employees Compensation Act, Bonus Act and Gratuity Act and all statutory payments like ESI, EPF etc. are regularly deducted from the salary of the Security Guards and remitted to the concerned authority and should submit the monthly returns to the EPF and ESI with respect to the personnel deployed to the Institute before the close of the succeeding month without fail by him. In case of any default, the contractor will solely be responsible for such lapses and pay the penalty, if any imposed by such authorities. If such lapses are noticed, the Institute will be at liberty to recover such dues from any payment due to the Contractor including the security deposit.

*I/We agree to the above terms & conditions*

Signature of the contractor with seal





- ee. The Contractor shall solely responsible for any theft, pilferage or misbehavior committed by any of the workforce while carrying out the Service (s).
- ff. The Contractor agrees that he will not use the Name/logos of SCTIMST in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of SCTIMST authorities.
- gg. The contractor agrees that he shall not claim any damages or compensation or reimbursement of any expenses which is incurred by him either by way of compensation to the workers engaged / deployed for the work in the Institute or otherwise and that necessary insurance coverage will be taken by him to them, in respect of any injury in the course and out of their work / employment.
- hh. There is no employer - employee relationship between the Institute and the personnel engaged/deployed by the contractor and as such any misconduct by them on information given by the Institute shall be dealt with the contractor and action taken. Further as and when their conduct and work are found to be unsatisfactory, such personnel are to be replaced with suitable hands immediately by the contractor as per direction of SCTIMST authorities.
- ii. If any overpayment is detected as a result of post audit, in the monthly bills submitted by the contractor, it shall be recovered by the Institute from the contractor.
- jj. All the personnel deployed by the contractor shall be medically fit and their antecedent is verified prior to the deployment in the Institute. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in hospital. The Institute reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the Institute on medical examination of such employees shall be borne and paid by the contractor
- kk. In case of termination of contract on its expiry or otherwise, the workforce engaged by the Contractor shall not be entitled to and shall have no claim whatsoever for any kind of employment in SCTIMST.
- ll. The contractor shall ensure that the staff posted by him will not have any claim in SCTIMST by way of job, salary increase or any other benefit and should acknowledge and communicate to the staff that they are the employees of the contractor and not of the SCTIMST.
- mm. The Contractor shall be able to provide additional manpower if and when required by the Institute at the quoted rate.
- nn. On expiry of contract or otherwise, the present staff will not be retained by the new contractor.
- oo. Any other terms, conditions or clauses not covered in this document shall be in accordance with statutory Rules/ Acts applicable to SCTIMST.
- pp. The rates quoted for the work/service under this contract shall in no event exceeds the lowest rate at which the contractor supply manpower of identical description to any other party.
- qq. The security personnel engaged by the agency should be passed in 10<sup>th</sup> standard and able to read and write English language.

*I/We agree to the above terms & conditions*

(Signature of the Contractor with Seal)



### **PART III: CLIENT'S OBLIGATIONS**

#### **1. PAYMENT**

- a) Payment by the Institute for the services provided here under shall be a fundamental obligation under the agreement. The rates at which the contract is awarded will be valid throughout the contract and no claims whatsoever on account of increases in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear any other expenses. However, if there is any downward revision of all the rates due to revision of govt. rates etc. or any other reasons, the same shall be passed on to the SCTIMST Trivandrum through appropriate reduction of the contracted rates. Further any upward revision of Minimum Wages by the concerned authority, the amount may be revised accordingly.
- b) Payment will be made on monthly pro-rata basis against submission of invoices with the certified attendance sheet of the engaged Security Guards duly certified by SSO 's and countersigned by Medical Superintendent .While submitting invoices for payments, the contractor should produce the documenting evidence regarding the remittance of EPF/ESI contribution for the previous month made by him in respect of the Security Guards , failing which the payment of the bill by SCTIMST will be withheld until such compliance.
- c) The contractor should maintain a register regarding distribution of wages to the workers and the same shall be produced to the authorized officer appointed by client for verification before 15<sup>th</sup> of every month..
- d) Statutory payments like Casual Leave, Earned Leave, National Festival Holidays etc will be given as per statute.

#### **2.VARIATION**

- a) The Tender should be based on the presently highest minimum wages (as per Govt. of Kerala order G.O.(P)No. 33/2018/LBR dated 23.04.2018). However, the contractor shall ensure that the wages paid to the workforce shall not be less than the Minimum Wages fixed by the State Government or Central Govt. rate whichever is higher. If there is increase in minimum wages and statutory levies, the Contractor has to prefer the claim accordingly with supporting documents.
- b) The contractor shall at his own cost comply with the provision of Labour laws, rules, orders and notifications issued whether by Central or State or Local authority as applicable to him or to this contract from time to time. These Acts and rules include the Minimum Wages Act 1948, the Workmen's Compensation Act 1923, the Payment of Gratuity Act 1972, the Payment of Bonus Act 1965, the Payment of Wages Act 1936, the



Employees Provident Fund and Miscellaneous Provisions Act, 1952, Kerala Shops and Commercial Establishments Act, 1960.

- c) The contractor will be required to pay minimum wages as prescribed under the minimum wages Act and GST as per prevailing rules. The wages to be quoted as per the prevailing minimum wages as approved by central government or State government, whichever is higher. The applicant shall maintain proper record of deductions as required under the law/acts and prescribed by the labour enforcing authorities.

### **3.CONFIDENTIALITY**

The contractor will endeavor that its staff shall not at any time, without the consent of the Institute in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by the Institute and shall not disclose to any person information relating to the affairs of the Institute.

### **4.DURATION**

- a. The period of the agreement shall be for twelve months from the date of commencement and may be extended further as decided by the Institute on the same terms and conditions set forth in the agreement.
- b. SCTIMST, Trivandrum, however, reserves the right to terminate the contract by serving one month's notice, in writing if the Institute is not satisfied about the service of the contractor. The contractor may also ask for the same by giving three month's notice but he has to provide the security service till the next agency takes over. Further such terminated contractors will not be considered in future tenders by the SCTIMST.

### **5. PENALTY CLAUSE**

- a) In case of late attendance /absence/loitering during working hours by any personnel, the Institute reserve the right of reduction of wages amount equivalent or triple the amount from the bills payable. If the contractor fails to accomplish any part of the security work on any day, the Institute reserve the right of imposition of penalty not less than Rs. 5000/- per day. Furthermore, if the contractor fails to accomplish full or half part of the total security work requirement on any day, the Institute reserve the right of imposition of penalty not less than Rs. 50,000/- or double the charges per day whichever is higher.
- b) The contractor must continue to attend to the security needs of SCTIMST after the expiry of contract period and he shall continue to work till alternative arrangement is made; otherwise the Security Deposit will be forfeited and the contract will be terminated.
- c) During the course of contract in the event of serious breach of this agreement or repeated negligence of duty by the contractor which he fails to remedy within one month from the date of receipt of written notice, the Institute can terminate this agreement immediately in writing.



- d) The Contractor shall be bound by the details furnished by them to SCTIMST while submitting the tender or at any subsequent stage (s). In case any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the Terms and Conditions of the contract making the Service Provider liable for legal action besides termination of contract.
- e) In case of breach of any terms and conditions attached to the contract, the Bank Guarantee of the contractor will be liable to be forfeited by SCTIMST Trivandrum besides annulment of the contract.

## 6. DISPUTE RESOLUTION

Dispute , if any, will be subject to the exclusive jurisdiction of the competent court at Thiruvananthapuram.

*I/We agree to the above terms & conditions*

.....  
(Signature of the Contractor with Seal)



**TENDER FORM FOR PROVIDING SECURITY SERVICES**

- 1) Name, address of Firm / Agency and .....  
Telephone numbers.
- 2) Registration No. of the Firm/ Agency .....
- 3) ISO Certification of the firm/agency .....
- 4) Name, Designation, Address and Telephone No. of  
Authorized person of Firm/ Agency to deal with .....
- 5) Please specify as to whether Tenderer is sole  
Proprietor/Partnership firm. Name and Address  
and Telephone No. of Directors/ partners should .....  
specified.
- 6) Whether the firm is blacklisted by any Govt.Dept or any  
Criminal case is registered against the firm or its owner/  
Partners anywhere in India?(If Yes, details) .....
- 7) Copy of PAN card issued by Income Tax  
Department And Copy of previous Financial Year's  
Income Tax Return
- 8) Provident Fund Account No. ....
- 9) ESI Number .....
- 10) License number under Contract Labour (R&A)Act. ....
- 11) List of clients indicating quantum of work orders .....
- 12) Details of Bid Security Deposit
  - a) Amount .....
  - b) FDR No.or DD No. or Bank Guarantee  
In favour of .....
  - c) Date of issue: .....
  - d) Name of issuing authority .....
- 13) Any other information :
- 14) Declaration by the bidder :

**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 abide by them.**

Date:

Name, Address, seal and signature of Contractor



**ANNEXURE - I**

**Checklist For Technical Evaluation**

Sl No	Documents to be Submitted	Submitted	Not Submitted	Remarks
1.	DD/Receipt for cost of Tender document			
2	Earnest Money Deposit			
3	Copy of Registration certificate under central labour law authorities. Copy of valid labour license			
4	Audited Balance Sheet of last three years with details of annual turnover, profit & loss account etc.from Chartered Accountant			
5	Copy of Registration Certificate of EPF			
6	Copy of Registration Certificate of ESI			
7	ISO Certification of the firm			
8	Copy of Income Tax returns of the last three year.			
9	Self Attested Copy of GST Registration with the details of last payment.			
10	Self Attested Copy of PAN/TAN Card			
11	Copy of registration as per Private Security Agency Regulation Act			
12	List of clients indicating quantum of work orders			
13	Satisfactory completion of contract certificate from previous organizations.			
14	Manpower on roll			
15	No. of Supervisory staff and Ex-Service personnel.			
16	Integrity Pact as per Annexure III			

Date:

Name, Address, seal and signature of Contractor





**ANNEXURE - II**

**COMMERCIAL BID**

**(monthly rate (cost splitup)of a Security Guard deployed for 8 hrs duty)**

I/We, ..... will provide our security personnel as per the terms and conditions explained in the Tender Notice, as quoted below:-

Number of persons required: At present 51 (BMT - 15, Hospital - 36) approx.			
Sl No.	Particulars (Minimum wages per person per eight hour duty)	Quoted Amount	Remarks
1	Basic		
	DA		
	<b>Mandatory /Statutory levies(Percentage wise under different heads)</b>		
2	EPF @ .....		
3	ESI @ .....		
4	Other Charges (Overheads, Profit, Supervision, Uniform, washing etc)		
5	Reliever cost for weekly off, casual leave ,earned leave , National festival holidays etc as per relevant statute		
6	Any other statutory charge		
6	Total		
7	GST @ ..... of Total		
	TOTAL of 7 + 8		
	<b>Grand Total (26 days in a month)</b>		

- The rate to be quoted will be valid throughout the contract period and no claims whatsoever on accounts increase in statutory payment shall be entertained and it will be the responsibility of the contractor to bear any such expenses.

Date:

Name, Address, seal and signature of Contractor

**Note:** If there is discrepancy between words and figures, the amount in words shall prevail.



## **ANNEXURE III**

### **PRE-CONTRACT INTEGRITY PACT**

BETWEEN

**SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY,  
THIRUVANANTHAPURAM**

AND

.....

#### **General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the \_\_\_\_\_ (month and year) between

SCTIMST, represented by the Director) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part ; and

M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item/Service) and the BIDDER/Seller is willing to offer/has offered the stores/service and

WHEREAS the BIDDER is a private company/public company/Government undertaking/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Institution under the Department of DST .

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to enabling the BUYER to obtain the desired said stores/equipment/service at a competitive price in conformity with the defined

Sd/-  
DIRECTOR

Signature  
BIDDER



specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

**1.1.** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

**1.2.** The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

**1.3.** All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Sd/-  
DIRECTOR

Signature  
BIDDER



### **Commitments of BIDDERS**

**3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

**3.1.** The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

**3.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

**3.3.** BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

**3.4.** BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

**3.5.** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original service provider/ manufacturer / integrator/ authorized government sponsored export entity of the stores/service and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

Sd/-  
DIRECTOR

Signature  
BIDDER



**3.6.** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

**3.7.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

**3.8.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**3.9.** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

**3.10.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**3.11.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

**3.12.** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

**3.13.** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Sd/-  
DIRECTOR

Signature  
BIDDER



#### **4. Previous Transgression**

**4.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

**4.2.** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

**5.1.** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

Sd/-  
DIRECTOR

Signature  
BIDDER





- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Bidder for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 5.3.** The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Sd/-  
DIRECTOR

Signature  
BIDDER



## **6. Fall Clause**

**6.1.** The BIDDER undertakes that it has not supplied/is not supplying similar service/product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar service/product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent Monitors**

**7.1.** There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

**7.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**7.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

**7.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement/service including minutes of meetings.

**7.5.** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

**7.6.** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

Sd/-  
DIRECTOR

Signature  
BIDDER



**7.7.** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

**7.8.** The Monitor will submit a written report to the Ministry concerned , within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction of court is the seat of the BUYER

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11. Validity**

**11.1.** The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Sd/-  
DIRECTOR

Signature  
BIDDER



**11.2.** Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

**BIDDER**

**Name of the Officer :**

**Name of the Officer :**

**Designation : Director**

**Designation :**

**SCTIMST**

**Witness Witness**

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_



ANNEXURE- IV

**Summary Rejection Conditions**

Bidders should note that the bid shall be summarily rejected by the Institute if any of the following conditions are not followed.

1. If the rate quoted is lower than the minimum wages for the pertinent category of work.
2. Bid shall be valid for a minimum period of 90 days from the date of opening of the Technical Bid. A bid valid for a shorter period than the above shall be rejected.
3. If the bids are not sealed properly. Eg. Staple Bids
4. Conditional bids other than those specified in the Bid document.
5. Late and delayed tenders.
6. Fax and email Offers.
7. Canvassing in any form.
8. Documentary proof to prove the eligibility of the tenderer.
9. Statutory Obligation satisfying conditions such as ESI, EPF etc may be enclosed.
10. Tender cost remittance details / receipt of Rs 1500 plus 18% GST,EMD should be enclosed with Technical bid only not with the Commercial bid.
11. In case the quote is not according to the above terms and conditions, the same will be summarily rejected. Further, false certification and misrepresentation of facts may attract blacklisting of tenderer.
12. All pages of Integrity Pact (ANNEXURE III) are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straight way.