

GOVERNMENT MEDICAL COLLEGE RAJOURI

NOTICE INVITING TENDER

GMC R (P) 03 OF 2022

For and on behalf of the Lt. Governor of UT of Jammu & Kashmir, e- tenders are invited from the firms/agencies/contractors/organizations for providing of **Security Services** in Government Medical College, Rajouri at Mehra as per the detailed specifications given in the **Tender Document (RFP)** and as per the following schedule;

S. No.	Event Description	Date
1.	Issue of RFP (Request for Proposal)	03.03.2022
2.	Proposal due date for receiving of bid/last date of receiving of bids on time.	14.03.2022
3.	Date of Opening of Bid.	16.03.2022

Conditions: -

- 1) The tender document for the above job can be seen on/downloaded from the website www.jktenders.gov.in.
- 2) The Complete bidding process shall be online. The bidders have to submit their bids online in electronic format with digital signature on web site www.jktenders.gov.in.
- 3) The cost of Tender document shall be in the shape of DD amounting to the tune of Rs. 5000/- (Non-refundable) drawn from Jammu and Kashmir Bank or any other Nationalized Bank favoring the Principal Govt. Medical College-Rajouri (payable at Rajouri).
- 4) The hard copy of DD on account of Cost of tender document and Affidavit in original must reach office of Deputy Director, Planning (Member Secretary Tendering Committee), Govt. Medical College, Rajouri by or before the date of opening of bid (online).
- 5) The Tender Document, Eligibility criteria, Terms and Conditions & other details can be seen/downloaded from the website www.jktenders.gov.in and www.gmcrajouri.in

For further details the Assistant Director (P&S), Government Medical College, Rajouri may be contacted on Contact Number: 8899268806 or e-mail at ddplggmcrajouri@gmail.com / Chief Accounts Officer, GMC Rajouri on Contact Number: 9797684369 during the working hours only (between 10:30 am to 03:30 pm).

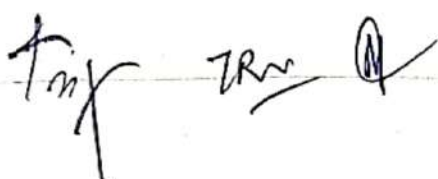

Principal
Govt. Medical College
Rajouri

No: - GMC R/P&S/48/2021-22/ 1450-57

Dated:- 03 -03-2022

Copy to the: -

- 1) Additional Chief Secretary, Health & Medical Education Deptt., Civil Sectt., J&K, for information please.
- 2) Director, information Department, J&K with the request to publish the Tender Notice in at least two leading newspapers. The cuttings may be sent to this office for confirmation.
- 3) Medical Superintendent, Associated Hospital & GMC, Rajouri for information.
- 4) Chief Accounts Officer, GMC, Rajouri for information and n.a.
- 5) Deputy Director, Planning, GMC, Rajouri for information and n.a.
- 6) Administrative Officer, GMC, Rajouri for information and n.a.
- 7) District Information Officer, Rajouri, with the request to publish the Tender Notice in the leading local Newspapers. The cuttings may be sent to this office for confirmation.
- 8) In charge website, Govt. Medical College Rajouri (www.gmcrajouri.in) for information and n.a.



INTRODUCTION

1. e-tenders are invited from reputed firms/agencies/contractors/organizations for providing of **Security Services** at Government Medical College, Rajouri at Mehra on outsourcing basis. The contract shall be valid for a period of **One Year** extendable upto one year on the satisfactory work and conduct.
2. In pursuance to the above, the process of selection of agency/ firm/ organization is carried out in accordance with the **Terms of Reference** ("TOR") and tender to be submitted under two cover system as per the following.

A. COVER -1ST (TECHNICAL COVER) SHOULD CONTAIN:

- I. 1(i) Scanned copy of DD (amounting to the tune of Rs. 5,000/-) on account of Tender fees/Certificate.
1(ii) Scanned copy of an affidavit on Rs. 50/= stamp paper duly attested by 1st Class Judicial Magistrate/1st Class Executive Magistrate/ any other authority with the effect that;
 - a. The document/catalogue etc. enclosed with the tender are original and genuine and have not been tempered with or fabricated.
 - b. The firm/agency/organization has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/any other case pending against the firm /agency before any investigating agency/Court of Law.
 - c. If anything found wrong/concealed at any stage, I will be personally responsible for the consequences.
 - d. The firm/agency/organization shall abide by all the Terms and Conditions as laid down in the **Tender Document**.
 - e. The firm is soliciting this affidavit for the purpose of Security Services in Government Medical College, Rajouri at Mehra on outsourcing basis.
- II. **Scanned copy of below mentioned documents shall be uploaded in the "My Document" area for bidders.**
 - a) Certificate of Registration for **Service Tax** (GST number).
 - b) Certificate of Registration with Labour Department.
 - c) Certificate of Registration under Employees State Insurance Act.
 - d) Certificate of Registration under Employees Provident Act.
 - e) Licence under PSARA-2015 (J&K only) i.e. License under J&K Private Security Agencies (Regulation) Act. 2015
 - f) PAN of the Bidder/tenderer/ firm/ agency/contractor.
 - g) PAN based copies of the ITR of the preceding year(s) (preferably last 03 years).
 - h) Annual Turnover Certificate (preferably from the Chartered Accountant).
 - i) Proof of experience (preference shall be given to agency/ firm/ organization/contractors having more experience).
- III **Original of the below mentioned documents have to be submitted/deposited with the office of Deputy Director (P&S), GMC, Rajouri.**
 1. Tender fee (DD from JKB or any other nationalised Bank payable at Rajouri)
 2. Affidavit
- IV. **Besides self-attested copies of the following documents have to be submitted to the office of Deputy Director (P&S), Govt. Medical College-Rajouri by the successful bidder and L-02 only (as back-up party) at the time of allotment of the contract.**
 - a) Certificate of Registration for **Goods & Services Tax** (GST number).
 - b) Certificate of Registration with **Labour Department**.

- c) Certificate of Registration under **Employees State Insurance Act.**
- d) Licence under PSARA-2015 (J&K only) i.e. License under J&K Private Security Agencies (Regulation) Act. 2015
- e) Certificate of Registration under **Employees Provident Act.**
- f) PAN (commercial) of the tenderer/ firm/ agency/contractor.
- g) PAN based copies of the ITR of the preceding year (03 years) (Preferred).
- h) Annual Turnover Certificate from the Chartered Accountant (Preferred).
- i) Proof of experience supported by documents from the concerned organization/firm/agency (Preference shall be given to agency/ firm/ organization/contractors having more experience).

Absence of anyone mentioned above not in proper order may lead to rejection of tender out-rightly.

B. COVER-2ND (FINANCIAL COVER)

- I. Rates submitted online by the bidders in the BOQ.
- II. Detailed description of rates.

The Financial bid of only technically qualified bidders [as specified in clause 2 (A)] shall be opened.

Terms of Reference (TOR)

1. The Department invites proposals from interested firms/agencies/organizations for providing outsourcing of **Security Services** in Government Medical College, Rajouri at Mehra as per the scope of work specified in the TOR. The Department intends to select the firm through an open competitive bidding in accordance with the procedure set out herein. The selected firm/agencies/contractor/organization shall be responsible for all the security related issues and all other allied works related to providing of **Security Services** at Government Medical College, Rajouri at Mehra. Moreover, boarding- lodging and other management of security personnel shall be managed by the firm/agency/contractor/organization at their own. It shall be the responsibility of approved firm/agency/contractor/organization to keep a close watch on the assets of the Government Medical College, Rajouri at Mehra building Complex like furniture, kitchen assets & accessories, student hostels assets, residential buildings (including Principal, HoDs & other staff) etc. The firm shall also be responsible for all allied arrangements connected for **Outsourcing of Security Services** in Government Medical College, Rajouri at Mehra.
2. The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").
3. The Department has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising Technical and Financial bids. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.
4. The Department would endeavour to adhere to the following schedule:

Event Description	Date
Issue of RFP	03.03.2022
Last date of receiving queries	07.03.2022.
Reply of queries/Pre bid Meeting (if any can be arranged in the request of the interested parties).	08.03.2022
Last date of receiving bid on the website (PDD)	14.03.2022.
Date of opening of bid (online)	16.03.2022.
Letter of Award	To be notified later
Signing of Agreement	

5. Prospective applicants may visit the office of the Deputy Director (P), to review the available documents and data at any time prior to PDD. The contact person for this purpose shall be: Assistant Director (Planning), Government Medical College & Associated Hospital-Rajouri J&K.
Email: - ddpjggmcrajouri@gmail.com **Mob: - 8899268806**
 - i) All communications including the submission of Proposal should be addressed to the

- Nodal Officer** mentioned above. (Please refer clause 05 above).
- ii) All communications, including the envelopes, should contain the following Information, to be marked at the top in bold letters:

REQUEST FOR PROPOSAL (RFP) FOR PROVIDING OUTSOURCING OF SECURITY SERVICES IN GOVERNMENT MEDICAL COLLEGE RAJOURI AT MEHRA.

6. A Pre- Bid Meeting may be held on the basis of request made by the interested parties.

7. ACKNOWLEDGEMENT BY APPLICANT

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Department;
 - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Department or relating to any of the matters;
 - (d) Satisfied itself about all matters, issues, items, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - (e) Agreed to be bound by the undertaking provided by it under and in terms here off.
8. The Department reserves the right to reject any Proposal;
- (a) if at any time, a material misrepresentation is made or discovered, or suppression of any material fact(s) is found to be made by the concerned.
 - (b) if the Applicant fails to provide the supplemental information sought by the Department for evaluation of the Proposal within the time as specified by the Department.
 - (c) if established misrepresentation/ improper response by the Applicant may lead to the disqualification of the applicant. If such disqualification / rejection occurs after the Proposals have been opened and the lowest ranking applicant gets disqualified/rejected, then the Department reserves comprehensive right to consider the next eligible Applicant or take any other measure(s) as may be deemed fit in the sole discretion of the Department, including annulment of the Selection Process.
 - (d) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met/fulfilled by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, not with-standing anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Department without the Department being liable in any manner whatsoever to the Selected Applicant, as the case may be.
9. Applicants are advised that Selection shall be entirely at the discretion of the Department. Applicants shall be deemed to have understood and agreed that the Department shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection i.e. the decision of Tendering Committee shall be final. Moreover, in case of any discrepancies and non-availability/fulfillment of condition firm/agency/contractor/organization the decision of Tendering Committee to cancel the selection process to about the tendering process including cancelation of tendering process shall be final and binding.
- 10. NEGOTIATIONS**
- The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for decreasing/increasing the price of the Proposal, but will be for re-confirming the obligations of the applicant under this RFP. Issues such as deployment of Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Department reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

11. COMMENCEMENT OF ASSIGNMENT

The successful bidder shall commence the assignment within 10 days of the date of the Agreement, or such other date as may be decided by the competent authority. If the applicant fails to either sign the Agreement or commence the assignment as specified herein, the Department may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement (as the case may be) may be cancelled / terminated and the Security Deposit in this regard shall be forfeited.

12. FORCE MAJEURE

A force Majeure means extraordinary events or circumstances beyond human control such as an event described as an "ACT OF GOD" (Like a natural calamity) or events such as a war, strike, riots crimes (but not including negligence or wrong doing predictable/seasonal rain and any other events specially excluded in the clause). Now withstanding the punitive provision contained in the contract for delay or breach of contract the supplier would not be liable for imposition of any such sanction so long as the delay or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

13. NO BREACH OF AGREEMENT

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

14. TERMS AND CONDITIONS:

1. The contractor shall carefully examine the terms and conditions. In case of any doubts, he shall (before signing the contract) refer to the officer in-charge and get requisite clarifications.
2. The tender should "Abide by the Labour Laws", ESI Act, EPF Act, Minimum Wages Act, PSARA (J&K) and/or various other Acts as applicable for the time being in-force with regard to the personnel engaged by the contractor for Government Medical College, Rajouri at Mehra.
3. The firm/agency/contractor/organization shall engage required manpower for accomplishing the job round the clock. The contractor shall strictly comply with all laws, rules, regulations as per the law in-force. Negligence on part of the approved contractor, in any shape shall lead to cancellation of contract without any notice.
4. All registration and statutory fees, if any in respect of the contract work pursuant to intended contract shall be responsibility of the contractor and shall be payable by the contractor only.
5. Contractor shall provide Uniform, Name plates and Identity cards (full-uniform) to all the personnel engaged by him/her and will ensure that they are in full uniform during duty hours.
6. The same person/representative should sign all correspondence letter and documents who has signed the original tender. In case of change to this effect, and affidavit duly attested by the 1st class Judicial Magistrate shall have to be produced in support of the change.
7. The successful tenderer shall not in any case assign or sublet the approved contract or any part thereof to another party.
8. The successful bidder shall have to engage a minimum of 20% or 15 Number of the persons/security guards (whichever is higher) to be deputed at the complex/location i.e. Govt. Medical College Rajouri at Mehra from the retired military/paramilitary/CRPF/BSF (belt force) or a person having experience of services as security guard categorized as skilled (a photocopy of the service book/discharge book/experience certificate from agency where an individual has served to be uploaded by the contractor /firm/agency as a proof in this regard). The rest of the personnel may be engaged in unskilled category. The personnel so engaged shall be in sound state of physical & mental health. They shall be paid accordingly as per rules applicable to them.

9. Approximately 60 (sixty) Nos. of Security Personnel (preferably in a gender ratio of 3:1 M/F) in sound physical & mental state of health are required for Govt. Medical College Rajouri at Mehra (the number is extendable as per future requirements) as per following break-up:

S. No.	Category	No. of Persons
1.	Security Personnels retired military/paramilitary/CRPF/BSF/skilled personnels etc. (including Supervisors)	20% of the total requirement/ 15 No. whichever is higher.
2.	Other Security Guards (un-skilled)	Preferably in a ratio of 3:1 (M: F).
Total		60

10. The intending bidder (in his own interest) shall contact the concerned Tendering Committee, Govt. Medical College, Rajouri and visit the spot where deployment of security personnel is required before quoting the rates.
11. The successful bidder shall ensure the security of infrastructure and human resources (i.e. buildings/students/ employees/faculty/Machinery & Equipments etc). In case of any loss to life or valuables including infrastructure and machinery etc. due to lapse at the part of security personnel that involves theft/damage caused on belongings/infrastructure of the institution as may be established after an enquiry conducted by the competent authority the good will have to be made from the amount(s) payable to the contractor. The security personnel shall also be accountable/responsible for access to smooth movement of the material, machinery, drugs and other valuables belonging to the institution.
12. An indemnity bond to this effect has to be furnished by the successful bidder only i.e. the successful bidder shall have to *indemnify* the Equipments, buildings and other valuables kept in the administrative, academic and residential blocks of the institution (both moveable and immoveable).
13. Only the successful Bidder shall have to deposit an amount to the tune of 3% of the value of the contract (refundable) as **Security Deposit** after signing the agreement. An equal amount shall have to be deposited by the L-02 also (as a backup party in case of eventuality of non-establishment of the assignment/agreement with L-01). In case the amount as mentioned above is not deposited by the L-02 the next lowest will be considered as the L-02 and this shall be governed by the principle of cascading affect/impact (i.e. if none of the intermediate parties deposits the said amount and any party in a higher place succeeds in depositing the said amount during the course of time, the same shall be considered as L-02 and it will not be taken as any breach). The amount in this regard shall be refunded after completion of the prescribed service period. This clause shall have a final impact while deciding any dispute arising out of misinterpretation of a term relating to the securities.
14. The successful bidder through his security guards shall ensure that the doors and windows, are kept locked during non-working period (i.e. vacation, holidays, Sundays etc) and are properly locked after working hours (every day).
15. The successful bidder shall evolve a strategy for fire-fighting and will carry out mock drills in this regard (from time to time) to keep the personnel abreast with skills needed for handling any untoward situation in this regard.
16. The security staff shall take a round of the building of the institution daily to ensure that no unauthorized activities are allowed to take place and shall report (at source) any unusual occurrence in the institution to the concerned authorities.
17. The security personnel's shall have to remain alert during the period of their job and ensure that no unauthorised person is allowed in the campus. It shall be ensured that the security personnel's do not leave the duty till the shift is complete and the personnel deputed/deployed for the next shift take over. There shall be a mandatory overlap of at least 20 minutes during exchange of duties between two parties.
18. The successful bidder shall have to ensure that no suspicious object is lying in the complex for which he shall be solely responsible for the consequent un-toward incident. In such a case the concerned authorities have to be informed with immediate effect.
19. The successful bidder shall provide proper uniform to the security personnel's with name plates/badges for proper identification of the workers. Moreover, the security personnel's shall be equipped with necessary aids, such as torches, lathies, metal detectors etc., during the working hour. All these items shall be provided by the bidder. The department shall only provide control room for placement of equipments of the security staff.
20. The Medical College authorities shall have the right to dispense with the services of any security staff, if not found up to the mark or any misconduct/ misbehaviour is reported on the part of the concerned.

21. The personnel engaged/deployed for security by the successful bidders at Govt. Medical College Rajouri at Mehra shall work under the over-all supervision of a senior (as designated by the concerned). The duty roster (monthly) shall be provided by the successful bidder to the GMC Administration by or before last date of every month.
22. The successful bidder shall enter into an agreement with the concerned authorities of the Govt. Medical College Rajouri at Mehra before the allotment of the contract.
23. Any dispute arising out of this contract shall be referred to the Administrative Department, Health and Medical Education and the outcome of the decision shall be final and binding upon all the parties in letter and spirit.
24. Any legal proceedings in this regard shall be subject to the Jurisdiction of District court at Rajouri/ Hon'ble High Court of J&K at Jammu only.
25. All liabilities arising out of the accident or death (while on work) of the personnel engaged by the contractor shall be solely borne by the contractors for all purposes.
26. The contractor shall have to maintain an attendance system in which day to day deployment of personnel will be entered. The register shall remain available for inspection by the authorised representative of Govt. Medical College, Rajouri or a person from administration not less than the rank of Administrative Officer or the person who heads a section of the administration from time to time. In this regard all the security personnel shall be required to get themselves registered on Bio-metric/Facial Attendances System of the Govt. Medical College for comprehensive monitoring for the convenience of the concerned authorities on account of the ensured attendance.
27. The personnel engaged thereof must be in a good state of health and must be of robust physique ensuring utmost discipline while discharging their assignment/duties. If established otherwise the Administration shall have a comprehensive right to have any person got removed and ask for a suitable replacement from the concerned agency.
28. The personnel(s) so engaged should have a clean track record in terms of **National Security and Social Wellness** of the society. They shall not have got involved in any **anti-national/anti-social activity** in past. The institution shall not be responsible to bear with any proceedings (as an outcome of the legal discourse) against the concerned and only the contractor shall be responsible and answerable to the concerned investigating agencies in this regard. Any such instance may invite the action as warranted under rules/cancellation of the contract/removal of the person (under investigation) with immediate effect. No notice in this regard shall be served to the concerned in case of cancellation of contract. Under such circumstances the contract shall be passed to the next eligible firm for the remaining period of time on same terms & conditions as laid down in the agreement executed by the previous agency or as it seems fit to the authorities thereof.
29. The security personnel so engaged shall have to work in three shifts stretching on period eight hour each i.e. morning, wait and night. These shifts shall normally be divided as Morning shift- 06:00 hrs to 14:00 hrs , Wait shift- 14:00 hrs to 22:00 hrs & Night shift- 22:00 hrs to 06:00 hrs or as decided by preparty. Prolonged duty hours (more than eight (08) hours at a stretch) shall not be allowed under any circumstances and if established the authorities shall have a right to the action as warranted under rules including termination of the contract without any notice.
30. The security personnel deployed by the contractor shall work under overall supervision and direction of the Administration. The Administration shall specify the services of guards to be obtained in each shift.
31. The contract shall be terminated within 15 days if not found workable. A notice of termination in this regard will suffice the process initiation of reallotment of the assignment to the next/any other party.
32. The payment would be made on monthly basis (depending upon the availability of funds) for actual shifts manned/operated by the personnel supplied by the contractors and based on the attendance sheet duly verified by the concerned authorities. The contractor will ensure the worker(s) engaged by him/her must receive their entitled wages on time. In view of this, the following procedure shall have to be adopted.
 - a) Contractor shall pay the entitled wages to his workers on the last day of the month.
 - b) Payment to such workers must be made by the service providers through online/invoice transfer directly to the account holder (person engaged by the organization/agency/contractor).
 - c) In order to ensure that such workers get their entitled wages on the last working day of the month, the following schedule will be adhered to:

- i) Monthly bill cycle shall be from 24th day of the previous month to 23th day of current month.
- ii) Monthly bill as per above cycle shall be submitted by the service provider on 26th of the current month.
- d) The service provider shall ensure that entitled wages of the workers are credited to their bank account on the last working day of the month without any fail. Any relaxation in this regard shall not be mandated to the Service provider.
- e) While submitting the bills for the next month, the service provider will submit a certificate detailing the facts as under;
 - i) Wages of workers were credited to their bank accounts on (date).
 - ii) ESI contribution related to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed).
 - iii) EPF contribution related to workers amounting to Rs. _____ was deposited on per month (date) (copy of the challan enclosed).
 - iv) He is complying with all statutory Labour Laws including minimum wages Act. Moreover, the list of such account holders along with the name and address of the security personnel be furnished in the account section of this GMC periodically for reference and record. The other banking details like IFSC code of the bank and other relevant information linked to the security persons deputed may also be furnished to the account section of this GMC.
- f) The service provider should submit the bill in accordance with the above tender schedule. In case he fails to submit the bills, by 26th of month, even then he has to make the payment to the workers on the last working day of the month.
- 35) a) In case, any personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same. It will be treated as absence and penalty of Rs. 500/- per vacant point per shift be deducted from the contractor bill.
- b) In case any public complaint is received attributable to misconduct/misbehaviour of security personnel, and is accessed as true by Administration, a penalty of Rs. 1500/- for each such incident be levied and the same shall be deducted from contractor bill. Besides, the Security Guard found involved in the incident shall be removed from the duty immediately.
- c) In case the contractor fails to commence/execute the work as stipulated in the agreement and gives unsatisfactory performance or does not meet the requirements of the contract, Principal, Govt. Medical College, Rajouri reserves the right to impose the penalty as deemed fit. The Principal, Govt. Medical College, Rajouri reserves the right to cancel the contract without any notice.
- 36) In the event of any breach/violation of any terms and conditions contained herein by contractor, the security deposit of the agency shall stand forfeited.
- 37) Any liability arising out of any litigation including those in consumer court due to any act of the security personnel shall be directly borne by the contractor including all expenses/ fines. The concerned security personnel shall attend the court as and when required.
- 38) During the course of contract, if any Security personnel is found to be indulging in any corrupt practice or causing any loss of property of Govt. Medical College Rajouri the authorities shall be entitled to terminate the contract forthwith including forfeiting the performance Guarantee.
- 39) Security staff engaged by the contractor shall not take part in any staff union association activity or any other official activity of Govt Medical College Rajouri at Mehra.
- 40) Govt. Medical College, Rajouri shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Govt. Medical College, Rajouri does not recognize any employee-employer relationship with any of the workers of the contractor.
- 41) If as a result of post payment audit, any excess payment is detected in respect of any work done by the agency to have done by the agency or alleged to have done by the agency, under the tender, it shall be recovered by the Govt. Medical College, Rajouri from the agency as arrear of recoveries.
- 42) If under the same circumstances any under payment is detected/discovered the remaining amount shall be duly paid to the agency by the Govt. Medical College, Rajouri during the course of time.
- 43) The bidders will have to enclose the proof copies of challan showing payment of statutory dues for the previous month along with the monthly basis.
- 44) The Services provider shall obtain adequate insurance policy in respect of his workmen engaged by

it towards mitigating the liability of compensation arising out of injury/disablement/death at workplace.

- 45) The Service provider shall advise its work force etc. to strictly refrain from smoking or using any kind of tobacco products or pan chewing, consumption of alcohol and playing of cards within or around the premises of the Government Medical College, Rajouri at Mehra.
- 46) The successful bidder will have to furnish the deployment chart along with the tender.

47) Dispute Resolution:

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised representative of the concerned parties. However, if the dispute(s) are not resolved by joint discussion then the matter will be referred to the adjudication to Health and Medical Education Department, Civil Secretariat, Jammu/Srinagar.

Note:- The tenderer should be a registered firm under the relevant provision of law with the competent authority established by the centre/state/UT Government for his territorial jurisdiction.

15. OTHER TERMS AND CONDITIONS:

- i. The applicants are advised in their own interest to submit their online bid documents well in advance from last date/time of submission of bids so as to avoid problems which the applicants may face in submission at last moment/ during rush hours.
- ii. Department reserve the right to verify any uploaded documents by the bidder from the issuing authority or through any other agency.
- iii. On opening date, the bidder can login and see the tender opening process.
- iv. In the event two or more tenderers quoting the same bidding amount, preference shall be given to the local candidates and/or having more experiences. The tenderer shall quote the rates according to the latest wages Act. Issued by Government of UT of J&K in BOQ and other relevant rules of the Government shall remain in force.
- v. No conditional tender shall be accepted.
- vi. The successful contractor shall enter into an agreement with the Principal GMC before allotment of the contract.
- vii. In case of failure to abide by the "Terms & Conditions" of the approval, the tender notice and any other term incorporated, contract shall be liable to be terminated with immediate effect.
- viii. Any dispute arising out of this rate contract shall be refer to Administrative Secretary Govt., Health & Medical Education Department, J&K whose decision thereon shall be final and binding upon the parties and no further correspondence/ actions on this account shall be made.
- ix. All other conditions as laid down by J&K Financial Rules, Financial Code Vol. 1 & II shall remain in force.
- x. The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts in Jammu & Kashmir shall have exclusive Jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- xi. The Department, in its sole discretion and without incurring any obligation or Liability, reserves the right, at any time, to:
 - (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Department by, on behalf of and/or in relation to any Applicant; and/or

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- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

All documents and other information supplied by the Department or submitted by an Applicant shall remain or become, as the case may be, the property of the Department. The Department will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The bid shall be deposited in electronic format on website www.jktenders.gov.in as per the schedule mentioned above. In case of holiday on the date of opening of bid, bids will be opened on the next working day same time and venue.

16. INSTRUCTIONS TO BIDDERS REGARDING E-TENDERING PROCESS: -

- i. The interested bidder can download the NIT/bidding document from the website www.jktender.gov.in.
- ii. To participate in bidding process bidders have to get (DSC) Digital signature certificate as per Information Technology Act 2000 to participate in online bidding. This certificate will be required for digital signing the bid. Bidder can get above mentioned Digital Signature Certificates from any NIC/ Govt. approved vendors. The bidders who already possess valid (DSC) Digital Signature Certificate need not to procure new Digital Signature Certificate.
- iii. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid (Plz refer Clause 2(A) on page 2nd of RFP).
- iv. The department will not be responsible for delay in online submission of bid whatsoever reasons may be.
- v. The detail of cost of documents etc. specified in the documents should be the same as submitted online (scanned copy) otherwise bid will not be accepted.
- vi. Bidders are advised to use "MY Documents" area in their user on website in e- tendering portal to store important documents etc. and attach this certificate as Non statutory documents while submitting their bids.
- vii. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name in no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
- viii. Bidders are advised to scan their documents at 100 DPI (Dot per Inch) resolutions with black and white PDF scan properly and make sure that the documents uploaded are in readable format. Uploading of the non-legible documents shall be considered as void and the bid shall not be accepted.
- ix. The guideline for submission of bid online can be downloaded from the website www.jktender.gov.in.
- x. Before a formal contract order is placed with the successful contractor. He/ she have to submit an undertaking duly sworn before a First-Class Judicial Magistrate for the fulfilment of the contract under the terms and conditions stipulated in the order.

UNDERTAKING:

We do hereby agree to abide by all the conditions mentioned in this tender document.



Annexure "A"

(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)
TENDER FORM FOR PROVIDING OUTSOURCING OF SECURITY SERVICES
IN GOVERNMENT MEDICAL COLLEGE, RAJOURI AT MEHRA.

1. Name, address of Firm/Agency/Company: _____.
2. Telephone No: _____.
3. Registration No (with Labour Department): _____.
4. Particulars of the signing person:
Name _____.
Designation _____.
Address _____.
5. PAN No. issued by Income Tax Department: _____.
6. Service Tax Registration No.: _____.
7. Provident Fund Account No.: _____.
8. ESI code Number: _____.
9. Annual Turn Over for the last 03 years: _____.
10. Tender fees (in Rupees): _____.
11. Security Deposit (Refundable): _____.
12. Demand Draft No: _____.
13. Date of issue: _____.
14. Name of issuing Bank: _____.
15. Any other information:

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 to abide by them.

(Signature of the bidder)



Annexure "B"

TECHNICAL INFORMATION

(TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)

S. No.	Particulars	Information to be filled by the Bidder	Remarks (if any)
1.	Manpower on roll		
2.	No. of staff on roll. a) Security Personnel's retired military/ paramilitary/CRPF/BSF etc. (Skilled Personnel's/ Supervisor) a) Other Security Guards (Un-skilled)		
3.	Experience of running security services (in years)		
4.	Details regarding experience (Name of Organizations & experience in years with support of certificates.)		

Note: - Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

(Signature of the Bidder)
Name & address of the Bidder

for m Q H

Annexure "C"

(TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)

UNDERTAKING

**The Principal
Govt. Medical College
Rajouri**

**Subject: - Tender for providing Outsourcing of Security Services in Government Medical College,
Rajouri at Mehra.**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to clarify that/we before signing the bid have read and fully understood all the terms and conditions and instructions contained their in and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provision of Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act. Bonus, Gratuity, Uniforms and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages of the personnel deployed as per Contract Labour Act. as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/we hereby undertake the complete security of the Govt. Medical College, Rajouri at Mehra shall be ensure by our security Agency, as well as other assignment considered by the administration.



(Signature of the Bidder)
Name & address of the Bidder

Annexure "D"

**(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)
UNDERTAKING/ LETTER OF ACCEPTANCE**

Sir,

- a. I/we do agree for all clauses, terms and conditions of the tender documents.
- b. I/we agree to abide the contract for a period of one year to provide the services form the date of award of the contract which may be extended on mutual consent.
- c. I/we declare that no legal/ financial irregularities involving the Proprietor/ Partner of the applicants (s) / firm are pending.
- d. I/we declare that our financial position is sound and we are competent to execute the contract.
- e. I/we declare that we will not ask/ expect any financial assistance for the Govt. of Jammu and Kashmir Union Territory.
- f. I/ We undertake that we will not stop the supply of eatables to the patients in the Hospital for whatsoever the reasons.



(Signature with Seal)

Disclaimer:

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Department or any of its employees or advisers, is provided to applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Department to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the said job. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Department, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Department, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Department is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the Department reserves the right to reject all or any of the Proposals and to annul the Selection Process without assigning any reasons whatsoever.

The intending Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Note:

1. Department means GMC Rajouri.
2. No hard copies are required to be submitted in the office except the DD of Tender fee & Affidavit.