



REQUEST FOR PROPOSAL

Outsourcing of Security Services at Govt. Health Institutions

RFP Reference No: Nirmal / Security Services/Dist-Inst.

Name /1-32 (as mentioned in the Schedule of Submission : Section I for each District / Institution)

Date: 21st November 2018



DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidder(s), whether verbally or in documentary form by or on behalf of the Tender Inviting Authority under Department of Health & Family Welfare, Govt. of Odisha, or any of their employees or advisors, is provided to bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Tender Inviting Authority or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their proposal and detailed Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Some bidders may have a better knowledge of the proposed Project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Tender Inviting Authority / Department, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Tender Inviting Authority / Department may in its absolute discretion but without being under any obligation to do so can update, amend or supplement the information in this RFP document.

NOTICE INVITING PROPOSAL

RFP No. Nirmal/Security/ Dist. Name / 1-32

Dated: 21st November 2018

(as per the RFP no. of the concerned Dist. mentioned in the Section 1 :Schedule of Submission)

DETAILED PROPOSALS ARE INVITED FROM ELIGIBLE AGENCYS FOR SELECTION OF THE MOST SUITABLE AGENCY TO UNDERTAKE SECURITY SERVICES AT GOVT. HEALTH INSTITUTIONS.

1	Period of Availability of RFP Document	From 21 st November 2018 to 21 st December 2018 (Downloadable from website: www.nhmodisha.gov.in)
2	Pre-bid Meeting	Date : 27th November 2018, Time : 12.30 PM Address: Conference Hall, Mission Directorate, National Health Mission, Annex. Building of SIH&FW, Nayapalli, Bhubaneswar-751 012
3	Last date for submission of Proposal	Date: 21st December 2018, Time: 12 Noon Address: _____ <i>(Name of the Dist. & Venue is mentioned at Section 1 : Schedule of Submission)</i> <i>NB : Proposals should be submitted through Speed post / Registered post / Courier/Tender drop box</i>
4	Date, time and place of opening of Proposal and presentation	a) Technical Proposal (Part A) opening : 21st December 2018 at 3 PM at _____ <i>(Name of the Dist. & Venue is mentioned at Section 1 : Schedule of proposal Submission)</i> b) Financial Proposal (Part B): <i>The date of opening of financial proposals will be intimated by the CDMO / Director of the concerned District / Institution, to the agency found successful in the technical proposal evaluation.</i> <i>(Name of the Dist. & Venue is mentioned at Section 1 : Schedule of proposal Submission)</i> <i>(Bidders / authorized representative may remain present at the time of opening of proposal)</i>

SECTION 1 : SCHEDULE OF PROPOSAL SUBMISSION

Sl.	RFP No. & date	Name of District / Institution	Address of submission of Proposal & Opening of Proposal	Last date & time of submission of Proposal	Date & time of opening of Technical Proposal
A	Districts				
1	Nirmal / Security - Angul/1 dated 21.11.2018	Angul	The Chief District Medical & PH Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Angul, Dist. Angul, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
2	Nirmal / Security - Balasore /2 dated 21.11.2018	Balasore	The Chief District Medical & PH Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Balasore, Dist. Balasore, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
3	Nirmal / Security - Bargarh/3 dated 21.11.2018	Bargarh	The Chief District Medical & PH Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Bargarh, Dist. Bargarh, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
4	Nirmal / Security - Bhadrak/4 dated 21.11.2018	Bhadrak	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Bhadrak, Dist. Bhadrak, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
5	Nirmal / Security - Bolangir/5 dated 21.11.2018	Bolangir	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Bolangir, Dist. Bolangir, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
6	Nirmal / Security - Boudh/6 dated 21.11.2018	Boudh	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Boudh, Dist. Boudh, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
7	Nirmal / Security - Cuttack/7 dated 21.11.2018	Cuttack	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Cuttack, Dist. Cuttack, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
8	Nirmal / Security - Deogarh/8 dated 21.11.2018	Deogarh	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Deogarh, Dist. Deogarh, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM

Sl.	RFP No. & date	Name of District / Institution	Address of submission of Proposal & Opening of Proposal	Last date & time of submission of Proposal	Date & time of opening of Technical Proposal
9	Nirmal / Security - Dhenkanal/9 dated 21.11.2018	Dhenkanal	The Chief District Medical & PH Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Dhenkanal, Dist. Dhenkanal, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
10	Nirmal / Security - Gajapati/10 dated 21.11.2018	Gajapati	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Paralakhemundi, Dist. Gajapati, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
11	Nirmal / Security - Ganjam/11 dated 21.11.2018	Ganjam	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Ganjam, Dist. Ganjam, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
12	Nirmal / Security – Jagatsinghpur /12 dated 21.11.2018	Jagatsinghpur	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Jagatsinghpur, Dist. Jagatsinghpur, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
13	Nirmal / Security - Jajpur/13 dated 21.11.2018	Jajpur	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Jajpur, Dist. Jajpur, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
14	Helpdesk - Jharsuguda/14 dated 21.11.2018	Jharsuguda	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Jharsuguda, Dist. Jharsuguda, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
15	Nirmal / Security – Kalahandi /15 dated 21.11.2018	Kalahandi	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Bhawanipatna, Dist. Kalahandi, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
16	Nirmal / Security – Kandhamal /16 dated 21.11.2018	Kandhamal	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Kandhamal, Dist. Kandhamal, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM

Sl.	RFP No. & date	Name of District / Institution	Address of submission of Proposal & Opening of Proposal	Last date & time of submission of Proposal	Date & time of opening of Technical Proposal
17	Nirmal / Security– Kendrapara /17 dated 21.11.2018	Kendrapara	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Kendrapara, Dist. Kendrapara, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
18	Nirmal / Security – Keonjhar /18 Dated 21.11.2018	Keonjhar	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Keonjhar, Dist. Keonjhar, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
19	Nirmal / Security – Khurda/19 dated 21.11.2018	Khurda	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Khurda, Dist. Khurda, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
20	Nirmal / Security – Koraput/20 dated 21.11.2018	Koraput	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Koraput, Dist. Koraput, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
21	Nirmal / Security – Malkangiri/21 dated 21.11.2018	Malkangiri	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Malkangiri, Dist. Malkangiri, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
22	Nirmal / Security - Mayurbhanj/22 dated 21.11.2018	Mayurbhanj	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Baripada, Dist. Mayurbhanj, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
23	Security Services - Nawarangpur/23 dated 21.11.2018	Nawarangpur	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Nawarangpur, Dist. Nawarangpur, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
24	Nirmal / Security - Nayagarh/24 dated 21.11.2018	Nayagarh	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Nayagarh, Dist. Nayagarh, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM

Sl.	RFP No. & date	Name of District / Institution	Address of submission of Proposal & Opening of Proposal	Last date & time of submission of Proposal	Date & time of opening of Technical Proposal
25	Nirmal / Security - Nuapada/25 dated 21.11.2018	Nuapada	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Nuapada, Dist. Nuapada, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
26	Nirmal / Security -Puri/26 dated 21.11.2018	Puri	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Puri, Dist. Puri, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
27	Nirmal / Security - Rayagada/27 dated 21.11.2018	Rayagada	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Rayagada, Dist. Rayagada, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
28	Nirmal / Security - Sambalpur/28 dated 21.11.2018	Sambalpur	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Sambalpur, Dist. Sambalpur, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
29	Nirmal / Security - Sonepur/29 dated 21.11.2018	Sonepur	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Sonepur, Dist. Sonepur, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
30	Nirmal / Security – Sundargarh /30 dated 21.11.2018	Sundargarh	The Chief District Medical Officer, O/o of the Chief District Medical Officer, District Head Quarter Hospital, At/P.O. Sundargarh, Dist. Sundargarh, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
B	Other Institutions				
31	Nirmal / Security – Capital Hospital/31 dated 21.11.2018	Capital Hospital, Bhubaneswar	The Director, O/o of Director, Capital Hospital, At/P.O. Bhubaneswar, Dist. Khurda, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM
32	Nirmal / Security - RGH/32 dated 21.11.2018	RGH, Rourkela	The Director, O/o of Director, Rourkela Govt. Hospital (RGH), At/P.O. Rourkela, Dist. Sundergarh, Odisha	21.12.2018, 12 Noon	21.12.2018, 3 PM

SECTION 2 - INSTRUCTIONS TO BIDDERS

2.1 Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria may submit their bid **separately for any or all the Districts / Institutions. However, the bidder submitting proposal for any district has to provide security services in DHH, SDHs, CHCs, PHCs of that district (except for two institutions : Capital Hospital and RGH, Rourkela) as per the list attached in Section 6 and accordingly quote the prices in the price bid. The bid for Capital Hospital and RGH, Rourkela has to be submitted in the concerned institutions.**
- (b) Detailed description of the objectives, scope of services, deliverables and other requirements relating to “Provisioning of Security Services at Govt. Health Institutions” are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP;
- (c) The selection of the Agency shall be on the basis of an evaluation by the tender committee of the concerned District / Institution, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the decision of CDM & PHO / Director of the concerned health institution is without any right of appeal whatsoever;
- (d) The bidder shall submit its Proposal in the form and manner specified in this RFP. **The Financial Proposal (Part B) shall be submitted in the format specified in F1, F2 & F3.** Upon selection, the agency shall be required to enter into an Agreement with the Chief District Medical & PH Officer / Director of the concerned District / Institution in the form specified at **Annexure I.**

2.2 Eligibility Criteria

The bidder should fulfil the following Eligibility Criteria:

I.	Should be registered in India as a Company, Firm, Society or a Trust.
II.	Consortium is not allowed
III.	Should have an average Annual Turnover of Rs. 3 Crores or more during the last three financial years (2015-16, 2016-17 & 2017-18)
IV.	Should have minimum 3 years of working experience in the field of Security services in Public / Private sector [State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks / Govt. & Pvt. Hospitals / Pvt. Organizations] on the stipulated date of bid submission.
V.	Should have enrolled at least 100 security guards as on date of bid submission. Work order / contract copies must be submitted in support of the no, of security guards deployed as per Format T4
VI.	The Bidder must not have been blacklisted either by the tender inviting authority or by any State Govt. or Govt. of India organization. The agency shall submit undertaking regarding the same on Non Judicial Stamp paper of Rs. 20/- as per Format T6.
VII.	Must have labour registration certificate
VIII.	Must have licence to engage in the business of Pvt. Security Agency from Home Dept., Govt. of Odisha
IX.	Must have ISO 9001 certification

- X. Must be registered under EPF
- XI. Must be registered under ESI
- XII. Must have a PAN
- XIII. Must have GST registration number

2.3 Proposal Submission

Interested eligible bidders may submit their bid(s) **separately for any or all the Districts / Institutions**. The bidders interested to submit their bids for **more than one district**, can do so by submitting **separate bids** with **EMD & documents** as set forth in this RFP **at the respective Districts / Institution**, the detail address of which is mentioned in **Section 1: Schedule of Proposal Submission**. However, the bidder submitting proposal for any district has to provide security services in DHH, SDHs, CHCs of that district (except for two institutions : Capital Hospital and RGH, Rourkela) as per the list attached in Section 6 and accordingly quote the prices in the price bid. The bid for Capital Hospital and RGH, Rourkela has to be submitted in the concerned institutions.

The proposal shall be submitted in two parts:

(1) Part A - Bid Security & Technical Proposal as per format set out in RFP.

(2) Part B - Financial Proposal as per the format set out in RFP.

- (i) The Proposal shall be typed or written legibly in indelible ink and shall be signed the authorized representative of the bidder.
- (ii) Power of Attorney for signing of bid: The bidder should submit a Power of Attorney as per the **Form T5**, authorizing the signatory of the bid to commit the bidder.
- iii) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal have put his/their initial prior to submission of the same.

2.4 Bid Document Cost

The bidders shall have to furnish a bid document cost of **Rs.1,500/-** (non-refundable) in the shape of a **Banker's cheques / Demand Draft** (for each district they want to participate) from any Nationalized / Schedule Bank payable at _____ (name of the **district** for which they want to bid) and in favour of **ZSS, Non-NRHM**, _____ (name of the district for which they want to bid).

In case of Capital Hospital and RGH-Rourkela, the bid document cost of **Rs.1,500/-** shall have to be furnished in the shape of a **demand draft** from any Nationalized / Schedule Bank payable at _____ [Bhubaneswar (in case of Capital Hospital) / Rourkela (in case of RGH) and in favour of **Director, Capital Hospital** (in case of Capital Hospital) / **Director, RGH** (in case of RGH).

In the absence of the bid document cost, the technical proposal of the bidder shall be rejected.

The bid document cost should be put in the Technical Proposal (Cover A) envelop.

2.5 Earnest Money Deposit (EMD)

The bidder along with the technical proposal shall have to furnish Earnest Money Deposit (EMD) amounting to

Rs. 1,00,000/- (refundable) in the shape of Banker's cheques / Demand Draft (for each district they want to participate) from any Nationalized / Schedule Bank in favor of the ZSS, non-NRHM ____ (as per the ***District name*** for which the bidder want to submit their proposal) payable at ____ (as per the ***District name*** for which the bidder want to submit their proposal).

In case of Capital Hospital and RGH-Rourkela, the EMD of **Rs.1,00,000/-** shall have to be furnished in the shape of a banker's cheques / Demand Draft from any Nationalized / Schedule Bank payable at ____ [Bhubaneswar (in case of Capital Hospital) / Rourkela (in case of RGH) and in favour of **Director, Capital Hospital** (in case of Capital Hospital) / **Director, RGH** (in case of RGH).

In the absence of the EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Department, Govt. of Odisha office memorandum no. 21926 dated 12.8.2015, the **local** MSEs registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC are exempted from submission of EMD while participating in tenders of Govt. Departments and Agencies under its control. It is further clarified that the above exemption is applicable to **local MSEs registered in Odisha only**. This exemption to the local MSEs shall be applicable if the kind of service as required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC / NSIC registration certificate (to be furnished in the technical bid).

The EMD shall be returned to unsuccessful bidders within a period of 4 weeks from the date of announcement of the successful bidder.

The EMD shall be forfeited if the bidder withdraws its proposal during the interval between the proposal due date and expiration of the proposal validity period or on in case of successful bidder, if does not execute the agreement.

2.6 Packing, Sealing and Marking of Proposal

(a) The Technical Proposal (Cover A) and Financial Proposal (Cover B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Cover-A** - Technical Proposal for "**Security Services at Health Facilities, District / Institution Name ____**".
- **Cover-B** - Financial Proposal for "**Security Services at Health Facilities, District / Institution Name ____**".

(b) The two envelopes, i.e. envelope for Part-A, Part-B must be packed in a separate sealed outer cover and clearly **super scribed** with the following:

- Proposal for "**Security Services at Health Facilities, District / Institution Name ____**".
- **RFP no. & District /Institution Name** (The bidder should clearly mention the RFP no. & District /Institution name for which the proposal is submitted)
- The bidder's Name & address shall be mentioned in the left hand corner of the outer envelope.

- (c) The inner and outer envelopes shall be **addressed** to the **Chief District Medical Officer / Chief Medical Officer / Director** (of the concerned health facility) at the **detail address** mentioned at the Section - 1: Schedule of Proposal Submission.

If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDMO / Director (of the concerned health facility) will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

(d) Content of the Proposal

I. Cover A (Technical Proposal)

The bidders are requested to submit a detailed technical proposal with respect to the outsourcing of Security Services at health institutions during the proposed contract period in conformity with the Terms of Reference forming part of this RFP.

1. EMD of **Rs.1,00,000/-** (Rupees One Lakh) in the shape of a Demand Draft in favour of **ZSS, Non NHM, _____** (name of the District for which the bidder is interested to bid)
2. Bid document cost of Rs.1,500/- (Rupees One Thousand Five hundred) in the shape of a Demand Draft in favour of **ZSS, Non NHM, _____** (name of the District for which the bidder is interested to bid)
3. Form T1
4. Form T2
5. Photocopy of the Registration Certificate of the Agency
6. Photocopy of PAN
7. Photocopy of GST, EPF, ESI & Labour Registration certificate
8. Photocopy of the licence to engage in the business of Pvt. Security Agency from Home Dept., Govt. of Odisha
9. Photocopy of ISO 9001 certification
10. Form T3 (Turnover Certificate from the Chartered Accountant)
11. Photocopy of the audited Profit & Loss Statement in the last three financial years in support of the turnover certificate [2015-16, 2016-17 & 2017-18]
12. Form T4 - Relevant Experience Details in managing security services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks during the last three years.
13. Photocopies of work orders / contracts executed in support of the information furnished in Form T4
14. Form T5 - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
15. Form T6 - Affidavit certifying that the Entity/Promoter(s)/Directors/Partner(s) of Entity are not blacklisted.
16. Form T7 - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.
17. Any other details, the bidder like to include in the proposal.

II. Cover B (Financial Proposal)

1. The bidder must submit the Financial Proposal using Form specified in Form F1, F2, F3 with proper signature and seal of the bidder.
2. In case of any discrepancy between figures and words in the financial proposal, the one

described in words shall be taken into consideration.

3. The same person signing the RFP shall sign the financial part also.

2.5 Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit their proposal **separately for any one /more than one or all the Districts / Institutions**. However, the bidders have to submit their proposal(s) **at the District(s) / Institution (s)** for which they want to bid. However, a bidder is eligible to submit **only one proposal for one District / Institution**, the details of which are mentioned in the Section - 1: Schedule of Proposal Submission

2.6 Validity of Proposals

The Proposal shall remain valid for 180 days after the date of bid opening. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive.

2.7 Cost of Proposal

The bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The concerned district authority / institution will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.8 Acknowledgement by the bidder

- (a) It shall be deemed that by submitting the Proposal, the bidder has: -
 - (i) made a complete and careful examination of the RFP;
 - (ii) received all relevant information requested from the concerned District authority / Institution;
 - (iii) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the concerned district authority / institution relating to any of the matters stated in the RFP Document;
 - (iv) satisfied itself about all matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
 - (v) acknowledged that it does not have a Conflict of Interest; and
 - (vi) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (b) The concerned district authority / institution shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the concerned district authority.

2.9 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly as per the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.10 Proposal Due Date

RFP filled in all respect must reach O/o the CDMO / CMO / Director of the concerned District / Institution at the address, time and date specified in the Section-1: Schedule of Proposal Submission, through Speed Post/ Regd. Post / Courier or tender drop box. If the specified date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the stipulated time on the next working day.

2.11 RFP Opening

- (a) The concerned authority of the district / institution in their respective Districts / Institution will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in the Section 1: Schedule of Proposal Submission
- (b) The bidder/their authorized representatives who will be present shall sign a register evidencing their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the stipulated time and location on the next working day.

SECTION 3 - TERMS OF REFERENCE

3.1 Background

Public Health facilities are mandated to provide reasonable security measures to maintain a safe atmosphere and to prevent theft, abductions, and the potential for injuries. Patients, public and staff must feel safe and secure within the hospital grounds. Engaging the right security partner is critical for maintaining a secure environment in a hospital or healthcare facility. Key to success of the services depends mostly upon well-trained security personnel who can ready to respond quickly and effectively in any situation.

3.2 Scope of Work: The Security Agency shall have to take up following activities

- a) Provide **round-the-clock (24x7x365 days)** security services in the entrusted government health facility/ies complex/es as mentioned in this tender document.
- b) Deployment of security personnel in extremely vigilant areas like Labor Rooms, OT, ICU, PICU, HDU, SNCU, emergency / casualty Dept.
- c) Manage CCTV surveillance system in main areas of the Hospital like OPD, Labour Room Corridor, entrance of the hospitals etc. as decided by Rogi Kalyan Samiti (RKS)
- d) Regulate crowds at OP / IP wards, pharmacy, surgical wards, mortuary etc. and the parking of vehicles within the hospital premises.
- e) Ensure that the hospital premise is free from the stray animals and creature menace.
- f) Enforce prohibition of consumption of alcoholic drinks, betel and smoking inside the hospital Campus.
- g) Prevent acts of vandalism.
- h) Regularly check all areas of the Hospital especially unused and vacant places to ensure no unlawful activities take place within the hospital premises.
- i) Regulate flow of visitors to the wards, keeping in mind visitors' timings especially during the night time.
- j) Keeping record of all four wheeler vehicles entering / leaving the hospital premise with timings.
- k) Ensure safekeeping of the hospital equipment and materials and the patients/visitors/ attendants belongings.
- l) Ensure that in case any equipment / items of the hospital are taken out for repairs they have suitable authorization from the hospital superintendent.
- m) Return any articles or properties found on the premises to the **Hospital Superintendent / Nursing Superintendent / Matron** and record the same in Lost and Found Book.
- n) Co-ordinate with the local Fire Officer at the Fire Station for conducting Mock drills.
- o) Ensure through trained fire safety personnel the expiry date of fire extinguishers are checked periodically and bring them to the notice of the **Hospital Superintendent** well in advance so that suitable corrective measures could be put in place.
- p) Ensure that the Security should have the capability and physically strong to provide support / rescue services in the Hospital during any problems / attack by public / anti-social individuals

or critical / crisis situations and natural disasters.

- q) In case of any incident such as theft, robbery, fight, accident inside health facility (ies) Campus, it is the responsibility of Security agency to coordinate with Nodal designated Officer in lodging of FIR, legal proceeding etc.
- r) Any other duties/responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the Security Agency.
- s) Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.

3.3 Responsibility of the Security Agency:

- a) Engage Security Guard & Supervisor as per terms & Condition mentioned in the RFP.
- b) The Security Agency shall issue photo identity cards to the employees of the agency in Form IX of the Rules.
- c) The Security Agency shall issue a uniform (as recommended by the implementing Agency) and make it obligatory for its security guards and supervisors to wear the uniform while on duty.
- d) The Security Agency will also make obligator to put on:
 - (1) An arm badge.
 - (2) Shoulder or chest badge to indicate his position in the organization
 - (3) Whistle attached to the whistle cord and to be kept in the left pocket.
 - (4) Shoes with eyeless and faces.
 - (5) **Other Resource Requirements :**

Sl. No.	Description	Minimum Number required (Mandatory)
1	Search light (with the range of 100 mts for night surveillance)	With all gate keeping Security staff
2	Rain coat	For all gate keeping Security staff
3	Umbrella	For all gate keeping Security staff
4	Mobile phone	For all Security Staff
5	Hand held torch	For all Security Staff
6	Shirt & Trousers, Cap, Shoes, Belt, Name Tag	For all Security Staff
7	Woolen jacket (for winter season)	For all Security Staff
8	Battens	For all Security Staff
9	Whistles	For all Security Staff

The number of items given above is to be maintained at site hence the necessary standby arrangement of equipment, materials shall be the Agency's responsibility. Any shortage in the above if observed at site, the necessary penalties will be imposed. No extra payment shall be paid to the Security Agency towards providing above. He / She has to manage above items within the quoted Management Fee/Service Charges.

3.4 Responsibilities of the Hospital Administration/ Authority:

The responsibilities of the Hospital Administration/ Authority shall include:

- Provide space for safe storage of equipment/ instruments, place of sitting for supervisor.
- Develop log book, checklists for documentation & share with the agency for maintenance & updation of record.
- Identification of strategic location & installation of CCTV devices
- Regular monitoring & quality assurance.

3.5 Manpower:

Institution wise Manpower Norm: The Norm for Security Supervisors & Security Guards as per bed strength is given below:

Sl. No	Bed Strength	No of Security Guard (SG)	No of Security Supervisor
1	1 to 5	0	
2	6 to 15	1	0
3	16 to 29	2	0
4	30 to 49	4	0
5	50 to 99	6	0
6	100 to 149	8	1
7	150 to 199	12	1
8	200 to 249	16	2
9	250 to 299	20	2
10	300 to 349	24	3
11	350 to 399	28	3
12	400 to 449	32	4
13	450 to 499	36	4
14	500 to 549	40	4
15	549 to 599	44	4
16	600 to 649	48	4
17	650 on wards	52	4

Note :

The District wise details of the required Security Personnel and Bed Strength are attached at **Section-6**. Bidders are requested to refer the **Section-6** carefully to know the security personnel requirement and the bed strength of each District / Other Institution they want to quote and accordingly put these figures to arrive at the prices in the Price Format F-3.

3.6 A) Essential Qualification & Experience:

Sl.	Category	Qualification & Experience
1.	Security Guard (Semi-Skilled)	<p>Age Limit: Minimum 21 years & Maximum 50 years as on 31.10.2018</p> <p>Educational Qualification: Minimum 10th Standard (Pass) with Security training certificate as indicated under Rule 5 of the Rules Private Security Agencies Rule, 2009.</p> <p>Working Hour: 8 hours</p>
2.	Security Supervisor (Skilled)	<p>Age Limit: Minimum 30 years & Maximum 60 years as on 31.10.2018</p> <p>Educational Qualification: Minimum Graduate</p> <p>Experience: Minimum 10 years in security / 5 years in defence service</p> <p>Working Hour: 8 hours</p>

B) Other Conditions for manpower Engagement

- a) The security agency shall employ about 10 % manpower (Security Guard) from the category of Ex-Servicemen not above the age of 50 years. The Security Agency shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Hospital. The security agency shall not employ any person below the age of 21 years and above the age of 50 years. Employment of child labour will lead to the termination of the contract.
- b) The Security Agency shall ensure to provide female security guards in Female Ward, Labour Room & at least one female guard in the OPD wherever possible.
- c) The Security Agency shall be satisfied about that character and antecedents of every security guard/ supervisor before engaging them as per Rule 4 of the Orissa Private Security Agencies Rules 2009.
- d) CV of each Security Guard & Security Supervisor proposed along with the following documents are to be submitted by the Agencies -
 - 1) Educational Certificates
 - 2) Security Training Certificate, if any
 - 3) Previous work experience
- e) Working Shifts: The Security staff are expected to work in three shifts

First Shift : 7 AM – 3 PM
 Second Shift : 3 PM – 11 PM
 Third Shift : 11 PM – 7 AM

But the timings of the shift may be changed by the Hospital authority from time to time depending upon the requirements in consultation with the security agency.

- f) Attendance to work needs to be monitored by the Hospital Manager through biometric system. Report of the same needs to be submitted to the head office on a daily basis. The Security Agency will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Health Facility and should use biometric attendance system.
- g) The bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. TIA/Nodal Officer will be at liberty to get anybody re-examine in case of any doubt. Only physically fit personnel shall be deployed for duty.
- h) The Security Agency shall ensure that every Private Security Guard working for it undergoes a medical examination after every twelve months from his last such examination so as to ensure continued maintenance of physical standard as prescribed for the entry level.
- i) The Hospital shall have the right within reason to have any person removed that is considered to be undesirable or otherwise and similarly Security Agency reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the health facility.

3.7 Training

- a) All the Security guards and supervisors engaged must have successfully undergone induction training as indicated under Rule 5 of the Rules (Private Security Agencies Rule, 2009).
- b) Refresher training should be done on quarterly basis on different aspects of security services. Training report of the same must be submitted once in a month.

3.8 Performance Review Criteria and Penalty from Bill Payment:

3.8.1 Performance review shall be carried out on a quarterly basis based on Score card , the details of which is **attached at Annexure-II**. Accordingly, the penalties from the bill payment shall be as mentioned in clause 3.8.2

3.8.2 Scoring Indicators & Extent of Penalty:

Total Score	Extent of Penalty from Bill Amount
< or = 70%	2 % penalty from Bill
>70% and < 80 %	1% penalty from Bill
= or >80%	Zero penalty

SECTION 4 - TERMS & CONDITIONS

4.1 Period of Engagement

- a) The engagement shall be for a **period of three years** from the date of actual operation (beginning of service) or signing of contract whichever is later.
- b) The contract may be extended for a maximum of **another two years** (one year at a time) in existing terms and conditions with mutual consent of both the parties if performance is found satisfactory as per due assessment.
- c) The agency shall sign the contract (**in the given Format**) within 15 days of issue of Letter of Award / Intimation.

4.2 Award of Contract

On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute a contract with the District Authority / Institution within 15 days from the date of acceptance of their bid is communicated to them. The terms and condition, terms of reference of this RFP along with documents and information provided by the selected bidder shall be deemed to be an integral part of the contract. Before execution of the contract, the selected bidder shall have to deposit the performance security deposit as per clause 4.4 mentioned below.

4.3 Allotment of districts / Institutions:

- a) An agency **can accept work orders of maximum of five (5) districts / Other Institutions**. However, agency can apply for any no of districts / other Institutions.
- b) In case an agency succeeded in getting work orders for **more than five districts / other institutions** as per the competitive bidding process, then the concerned agency has to **choose five districts / other institutions only** as per their choice and decline the rest of the districts / other institutions within 7 days from receipt of work order.
- c) If any L1 bidder of the district / other institution decline the work order, in such case the concerned district / other institution has to negotiate with L2 (L3, L4..and so on in that order) bidder of that District / other institution to agree to the L1 price and to finalize the bidder & issue work order.

4.4 Performance Security

The selected service provider has to furnish a performance security deposit amounting to 5% of the total contract value (for three years) of the concerned district / Institution in the shape of DD / BG from a National / Scheduled Bank in India. The amount of Earnest money deposit of the selected bidder can be adjusted against the performance security deposit. The performance security deposit is for due performance of the contract.

The District Authority / Institution in the following circumstances can forfeit it;

- 1) When any terms or the condition of the contract is infringed.
- 2) When the service provider fails in providing the required services satisfactorily.

4.5 Commencement of Service

The selected security agency is required to start the security service in the concerned district **at all the facilities** of that district (DHH, SDH, CHC) **within 30 days** of signing the contract.

4.6 Payment & Price Validity

- a) The Agency shall be paid on **monthly basis** as per the contracted rate. The price shall be all-inclusive including the cost of manpower, other resource requirement and management.
- b) While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF [Electronic Challan cum Return (ECR)], ESI (Challans) etc. for the previous month.
- c) The price as quoted by the Agency shall remain unchanged during the contract period except in case of revision in daily wages act if the contracted amount is below the recommended rate as applicable.
- d) GST as applicable shall be paid at the applicable rate.
- e) TDS as applicable shall be deducted from the payment as per the Income Tax Act
- f) The Security Agency will ensure that workers engaged by them must receive their entitled wages on time. In view of this, the following procedure will be adopted:
 - 1) Security Agency shall pay their entitled wages by 10th of the following month. It shall not be linked to the payment of the bill from the concerned institution or need for the checking & verification at their end.
 - 2) Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.

4.7 Other Penalty

In case the Security Agency fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, CDMO / Director of the concerned health facility (ies) reserves the right to impose the penalty as detailed below:

a) Commencement of the Work:

- 1) **0.5%** of annual costs of Contract / Agreement value (**per health facility**) per week of delay up to four weeks of delay per health facility.
- 2) After four weeks delay, the tender Inviting Authority / concerned District Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out by other successful bidder (L2 & so on). The earnest money/security deposit shall also be forfeited.

b) During Implementation

- 1) The personnel engaged by the Security Agency shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.200/- on each occasion. The penalty on this account shall be deducted from the Agency's bills.
- 2) In case, the person deployed comes late / leaves early on three occasions, proportionate deduction will be made from the remuneration for one day.
- 3) In case any of Agency's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the hospital authority and the same shall be deducted from the Agency's bills.
- 4) In case any public complaint is received attributable to misconduct/misbehavior of Agency's personnel & is assessed as true by hospital administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from Agency's bill. Besides, the Security Guard found involved in the incident shall be removed from the health facility immediately. In such cases, the agency has to manage the duty by deploying suitable personnel as immediate replacement.
- 5) In case found indulging in drinking alcohol / substance and abusing during duty hours, a penalty of Rs.500/- for each such incident from the agency with removal of the offender with immediate effect.

4.8 General Conditions of the Contract

- a) The security personnel provided shall be the employees of the Security Agency and all statutory liabilities will be paid by the Security Agency such as ESI, PF, Workmen's Compensation Act, etc.
- b) The security persons deployed by the Security Agency should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools/ equipment.
- c) The Security Agency shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his / her duties and responsibilities under the contract.
- d) License, if any, required for Security Services at the site will be made available by the Security Agency (service provider).
- e) The Security Agency at their end should ensure the Health and Safety measures of the outsourced staffs, deputed for the works.
- f) The contracting authority if required may also conduct health checkup of the staff deployed at regular intervals at the cost of the Security Agency.
- g) The Security Agency shall engage only such workers, whose antecedents and health have been thoroughly verified including character and police verification and other formalities. The Security Agency shall be fully responsible for the conduct of their staff. The Security Agency shall submit copies of the discharge books of ex-servicemen to hospital administration before their deployment.
- h) The Security Agency at all times should indemnify the contracting Authority against all

claims, damages or compensation under the provisions of payment of wages Act; Minimum Wages Act; Employer's Liability Act the Workmen Compensation Act; Industrial Disputes Act,; Maternity Benefit Act, or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.

- i) The Security staff deployed through Security Agency in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the Govt. establishment either under the provision of Industrial Disputes Act. or Contract Labour (Regulation & Abolition) Act. The Security Agency should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Security Agency (Service Provider) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/Society shall not be a necessary party, however in any event, either the deployed persons or to the order of the hon'ble court, the District Health Society / Institution may be a party in dispute to adjudicate the matter. The Security Agency has to reimburse the expenditure that would have been borne by the Contracting Authority.
- j) The Security staff deployed by the Security Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the health facility has every right to remove the said person immediately and the responsibility if any in this context is to be borne by the Security Agency.
- k) All liabilities arising out of accident or death while on duty shall be borne by the Security Agency.
- l) Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties.
- m) Security Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Hospital premises.
- n) That in the event of any loss occasioned to the Hospital, as a result of any lapse on the part of the Security Agency as may be established after an enquiry conducted by the hospital, such loss will be made good from the amount payable to the Security Agency. The decision of the Tender Inviting Authority in this regard will be final and binding on the agency.
- o) The Security Agency shall be responsible to protect all properties and equipment of the health facility entrusted to it.
- p) Any damage or loss caused by Agency's persons to the hospital in whatever form, would be recovered from the Security Agency.

- q) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Security Agency, the performance security deposit of the Security Agency shall be forfeited.
- r) Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Security Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- s) The Security Agency shall not engage any such sub-Security Agency or transfer the contract to any other person in any manner.
- t) Security staff engaged by the Security Agency shall not take part in any staff union and association activities.
- u) The Hospital shall not be responsible for providing residential accommodation to any of the deployed personnel of the Security Agency.
- v) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the authority of the concerned health institution from the agency.
- w) If any underpayment is discovered, the amount shall be duly paid to the agency by the authority of the concerned health institution.
- x) The Security Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority / Authority of the concerned health institution.
- y) The Security Agency will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
- z) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the respective health facility (ies)/ Tender Inviting Authority/Contracting Authority. Security Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
- aa) The Security Agency shall immediately intimate to the Controlling Authority about any criminal charge framed against the persons forming the agency or against the security guard or supervisor engaged or employed by the agency, in the course of their performance of duties. A copy of such communication shall also be sent to the officer-in-charge of the Police Station where the person charged against resides.
- bb) The Security Agency shall be blacklisted if miserably performed as per assessment based on score card even after repeated notice for improving performance i.e. minimum 3 times. The Security Agency shall also be blacklisted if found indulging in such activity which will affect name & fame of the implementing agency.
- cc) The Security Agency shall not assign or sublet this Agreement or any part thereof to any third party.
- dd) The contract can be terminated at any time prior to its completion by either Party with

30 days of notice period.

- ee) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Security Agency will be liable to be forfeited by contracting authority besides annulment of the contract.
- ff) The Agency shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling or any immoral act.

4.9 Termination / Suspension of Contract

The District Authority / Institution may by a notice in writing, suspend the contract if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension shall specify the nature of failure, and shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The District Authority / Institution after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (as mentioned below), may terminate the agreement after giving reasonable opportunity of being heard to the service provider :

- 1) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority / Institution have subsequently approve in writing.
- 2) If the service provider becomes insolvent or bankrupt.
- 3) If, as a result of force majeure, the service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- 4) If, in the judgment of the District Authority / Institution, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

4.10 Modifications

Modifications in terms of reference including scope of the services can only be made by the district authority / institution with written consent of both parties. However, basic conditions of the contract shall not be modified.

4.11 Force Majeure

Security Services as being an emergency response services, the Service Provider shall not be allowed to suspend or discontinue the security Services during occurrences of emergencies or Force Majeure Events.

For the purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be

considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

In such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to security services or any of the Project Facilities or non availability of staff, or inability to Provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances, then no penalties shall be applicable for the relevant default in Performance Standards and would be applied to such particular defaults. Further, unless the Force Majeure event is of such nature that it completely prevents the operation of services, a suspension or failure to provide Security Services on the occurrence of a Force Majeure event will be an Event of Default and the District authority may terminate this Agreement without any termination payment being made in respect thereof.

The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far 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 in order to carry out the terms and conditions of the agreement and has informed the other party as soon as possible about the occurrence of such an event.

4.12 Settlement of Dispute

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to Committee constituted at the District level for decision.

4.13 Jurisdiction of Court

Legal proceedings if any shall be subject to the concerned District jurisdiction only.

4.14 Right to Accept and Reject any Proposal

The District Authority / Institution / Tender Inviting Authority reserve the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

SECTION 5 - CRITERIA FOR EVALUATION

5.1 Evaluation of Technical Proposals

Evaluation of proposals shall be made **district wise** at the district level by the concerned district authority. However, in case of Capital Hospital & RGH, evaluation of proposals shall be made by the concerned authority of Capital Hospital and RGH respectively.

In the first stage, the Technical Proposal will be evaluated on the basis of bidder's fulfillment of **eligibility criteria**. Only those bidders whose Technical Proposals becomes **responsive** based on the eligibility criteria, shall qualify for further detail technical evaluation for presentation and awards of marks based on the following Criteria :

Sl.	Evaluation Parameters	Total Mark	Criteria for award of Mark
1	Working Experience		
1.1	Experience of managing Security Services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks	5	<ul style="list-style-type: none"> • >3 year ≤ 5 years : 3 marks • >5 years : 5 marks
1.2	Experience of managing Security Services in Public / Private sector hospitals of minimum 100 beds - Details to be furnished in Form T4	10	<ul style="list-style-type: none"> • >3 year ≤ 5 years : 5 marks • >5 years : 10 marks
1.3	Average no of female security guard engaged in last 3 years : 2015-16, 2016-17 & 2017-18 (to be Determined from the work order / contract copies) – Details to be furnished Form T4	5	<ul style="list-style-type: none"> • ≥ 5 % of total average security guards engaged : 5 Marks • Or otherwise : 0
2	Performance Certificates from previous assignments during last 3 years.	5	<ul style="list-style-type: none"> • Satisfactory Work Performance Submitted : 5 marks • Or otherwise : 0 marks
3	Total Average Annual turnover (In last 3 financial years 2015-16, 2016-17 & 2017-18)	15	<ul style="list-style-type: none"> • > 3 ≤ 5 crores : 5 Marks • > 5 ≤ 7 crores : 7 Marks • > 7 ≤ 10 crores : 10 Marks • > 10 crores : 15 Marks
4	Average no of security guard engaged in last 3 years 2015-16, 2016-17 & 2017-18 (to be Determined from the work order / contract copies) – Details to be furnished Form T4	15	<ul style="list-style-type: none"> • 100-200 persons : 5 marks • 201- 300 persons : 7 marks • 301-500 persons : 10 marks • >500 persons : 15 marks
5	Work Plan Presentation	5	<ul style="list-style-type: none"> • Presentation of the work plan in consonance with the tender document and guidelines, not more than 15-20 min.

Sl.	Evaluation Parameters	Total Mark	Criteria for award of Mark
			Total Marks : 5
	Total	60	

Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 36 marks** in technical evaluation shall qualify for **financial bid opening**.

5.2 Evaluation of Financial Proposal

The **total price (exclusive of GST)** as per price format F2 shall be considered for price evaluation. In the financial bid, the bidder with the **lowest price** shall be awarded the contract. However, in case two bidders quote the same lowest price, then the agency with the **highest mark** in the technical bid shall be awarded the contract. However, if their technical mark also become equal, then in that case, the bidder having the higher annual average turnover shall be awarded the contract.

SECTION 6
LIST OF GOVT. HEALTH INSTITUTIONS & REQUIREMENT FOR SECURITY SERVICES

Sl.	Name of the District	No of Security Guard (Semi Skilled) for DHH/SDH/CHC/PHC	No of Supervisor (Skilled) for DHH/SDH/CHC/PHC
1	Angul	50	2
2	Balasore	80	4
3	Baragarh	59	3
4	Bhadrak	48	2
5	Bolangir	64	4
6	Boudh	14	0
7	Cuttack	72	2
8	Deogarh	30	3
9	Dhenkanal	54	3
10	Gajapati	33	1
11	Ganjam	107	2
12	Jagatsinpur	33	1
13	Jajpur	63	3
14	Jharsuguda	36	3
15	Kalahandi	71	2
16	Kandhamal	55	2
17	Kendrapara	52	3
18	Keonjhar	65	3
19	Khurda	65	3
20	Capital Hospital, BBSR	105	4
21	Koraput	57	3
22	Malkangiri	48	3
23	Mayurbhanj	107	6
24	NawarangPur	35	1
25	Nayagarh	69	4
26	Nuapada	37	3
27	Puri	78	4
28	Rayagada	40	2
29	Sambalpur	58	2
30	Subarnapur	29	1
31	Sundargarh	74	2
32	RGH Rourkella	24	3

*Note : The calculation of no. of security guard and supervisors for a District / Other Institution are based on the requirement of DHH, SDHs, CHCs for that District / Other Institutions as per their bed strengths

RFP FORMATS

Security Services at Govt. Health Institutions

TECHNICAL PROPOSAL

Check List (Technical Proposal)

Please check whether following have been enclosed in the respective cover namely, Technical Proposal: *(please arrange the documents serially in the following order & do the page numbering of the entire bid document and mention the page no. in the column “page No” against the particulars in the check list as mentioned below for ease of scrutiny)*

Sl.	Particulars	Whether Submitted (Yes / No)	Page No.
1	EMD (DD of Rs. 1,00,000/-)		
2	Bid document Cost (DD of Rs. 1,500/-)		
3	Form T1		
4	Form T2		
5	Copy of the company/Agency Registration certificate		
6	Copy of the GST registration certificate		
7	Copy of the EPF registration certificate		
8	Copy of the ECR towards submission of EPF for the month of August 2018.		
9	Copy of the ESI registration certificate		
10	Copy of the Labour Registration certificate		
11	Copy of PAN		
12	Photocopy of the licence to engage in the business of Pvt. Security Agency from Home Dept., Govt. of Odisha		
13	Photocopy of ISO 9001 certification		
14	Form T3		
15	Photocopies of the audited P/L account of each year highlighting the turnover in support of that		
16	Form T4		
17	Copies of Work Order/Contract certificates from the clients in support of security services executed in support of the information provided in Form T4		
18	Form T5		
19	Form T6		
20	Form T7		
21	Any other relevant documents		

FORM – T1*(to be furnished in the technical proposal)***TECHNICAL TENDER SUBMISSION FORM***(On the letterhead of the agency)*

To

The Chief District Medical Officer / Director

(pl. mention the name of the district in case of Districts and name of the institution in case of Capital.Hospital & RGH)

Re. : RFP Reference no. _____ dated _____

(pl. mention the RFP reference no. against the concerned district / institution from the table at Section 1-Schedule of Proposal submission)

Dear Sir / Madam,

We, the undersigned, offer to provide the **Security Services** at District Health Institutions. We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the RFP document under reference cited above.

We hereby declare that all the information and statements made in this Proposal are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our proposal shall be binding upon us for a period of 180 days from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

I hereby declare that my company has not been debarred / black listed by any Government/ Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM – T2
(to be furnished in the technical proposal)
PROFILE OF THE AGENCY

Name of the Agency	
Office Address	
Status of the Agency (Whether registered under Company / Firm / Society / Trust)	
Name of the Chief Executive and authorized signatory	
Telephone Nos.: Landline Mobile	
Fax	
Email id (Official email id for correspondence if any)	
Date of Establishment	(furnish copy of the Registration Certificate of the Agency)
GST Registration No.	(furnish copy of the GST Registration of the Agency)
EPF Registration No.	(furnish copy of the EPF registration certificate of the Agency)
ESI Registration No.	(furnish copy of the ESI registration certificate of the Agency)
Income Tax No. (PAN)	(furnish copy of the PAN)
No. of branch offices in Odisha with location details	
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD / Payment for services if any (if selected)	a. Name of the Bank : b. Name of the Account & Full address of the Branch concerned c. Account no. of the bidder : d. IFS Code of the Bank :

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORM T3*(to be furnished in the technical proposal)***ANNUAL AVERAGE TURN OVER STATEMENT***(To be furnished in the **letter head** of the Chartered Accountant)*

The Annual Turnover of M/s_____ for the last 3 financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover in Rs.
1	2015-16	
2	2016-17	
3	2017-18	
Average Annual Turnover in Rs.		

*Provisional audited statement shall not be considered.

Date:

Signature of Chartered Accountant

Place:

(Name in Capital)

Seal

Membership No.

Note:

- 1) To be issued in the **letter head** of the Chartered Accountant with membership No.
- 2) Also attach photocopies of the audited P/L account of **each year highlighting the turnover** in support of that

FORM T4*(to be furnished in the technical proposal)***PAST EXPERIENCE IN SECURITY SERVICES DURING THE LAST THREE YEARS****(attach separate sheets if the space provided is not sufficient)****A) Experience in Hospitals****F.Y. 2015-16**

Sl.	*Name /address of the Hospitals for which Security Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of Beds in the hospital	***No. of personnel deployed (Security Personnel only)	****No. of lady security guard deployed	Performance Certificate enclosed (Yes / No)
1									
2									
..									

F.Y. 2016-17

Sl.	*Name /address of the Hospitals for which Security Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of Beds in the hospital	***No. of personnel deployed (Security Personnel only)	****No. of lady security guard deployed	Performance Certificate enclosed (Yes / No)
1									
2									
..									

F.Y. 2017-18

Sl.	*Name /address of the Hospitals for which Security Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of Beds in the hospital	***No. of personnel deployed (Security Personnel only)	****No. of lady security guard deployed	Performance Certificate enclosed (Yes / No)
1									

2									
..									

- * Please furnish the **Work order / Contract copies** of the works executed in support of the information mentioned above **alongwith the performance certificate** of the client, **serially** in the **same order** as mentioned in the above format for ease of scrutiny.
- ** No. of Beds needs to be certified by the concerned hospital / any proof regarding no. of bed to be furnished for all hospitals, the information of which is mentioned above.
- *** No. of **security** personnel deployed should be clearly mentioned in the relevant work order / contract copies
- **** No. of lady security personnel deployed should be mentioned in the relevant work order / contract / copies / certificate from the client.

B) Experience in Other Organizations (Other than Hospital)

F.Y. 2015-16

Sl.	*Name/address of the Organization for which Security Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of personnel deployed (Security Personnel only)	***No. of lady security guard deployed	Performance Certificate enclosed (Yes / No)
1								
2								
..								

F.Y. 2016-17

Sl.	*Name/address of the Organization for which Security Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of personnel deployed (Security Personnel only)	***No. of lady security guard deployed	Performance Certificate enclosed (Yes / No)
1								
2								
..								

F.Y. 2017-18

Sl.	*Name/address of the Organization for which Security Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency	**No. of personnel deployed (Security Personnel only)	***No. of lady security guard deployed	Performance Certificate enclosed (Yes / No)
1								

2								
..								

- * Please furnish the **Work order / Contract copies** of the works executed in support of the information mentioned above **alongwith the performance certificate** of the client, **serially** in the **same order** as mentioned in the above format for ease of scrutiny.
- ** No. of **security** personnel deployed should be clearly mentioned in the relevant work order / contract copies
- *** No. of lady security personnel deployed should be mentioned in the relevant work order / contract /copies / certificate from the client

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

Form T5*(to be furnished in the technical proposal)***Format for Power of Attorney for Signing of Proposal***(On a Stamp Paper of relevant value)***Power of Attorney**

Know all persons by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **Security Services** at District health institutions including signing and submission of all documents and providing information / responses to the District / Institution Authority, representing us in all matters before District / Institution authority and generally dealing with District / Institution authority in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2018

For _____

(Name, Designation and Address)
Accepted

_____(Signature)
(Name, Title and Address of the Attorney)
Date : _____

Note:

- i. *To be executed by the Chief of the Agency.*
- ii. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- iii. *In case an authorized Director of the agency signs the proposal, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

FORM T6*(to be furnished in the technical proposal)*

**Format for Affidavit certifying that Entity / Promoter(s) /Director(s)/Partners
of Entity are not blacklisted
(On a Stamp Paper of relevant value)**

Affidavit

I, M/s. (the name of the agency with address of the registered office) hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the _____ (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 2018

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORM T 7*(to be furnished in the technical proposal)***Anti Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for security services at health institutions under this RFP Reference No. _____, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this _____ Day of _____, 2018

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORMATS

Security Services at Govt. Health Institutions

FINANCIAL PROPOSAL

Check List (Financial Proposal)

Please check whether the following Forms have been enclosed in the respective cover, namely Cover **B: Financial Proposal**

(please arrange the documents serially in the following order)

1.	Form F1	Yes/No	<input type="text"/>
2.	Form F2	Yes/No	<input type="text"/>
3.	Form F3	Yes/No	<input type="text"/>

FORM F-1

(To be submitted with Financial Proposal)

To
The Chief District Medical & PHO Officer & / Director

(pl. mention the name of the district in case of Districts and name of the institution in case of Capital Hospital & RGH)

Re. : RFP Reference no. _____ dated _____
(pl. mention the RFP reference no. against the concerned district / institution from the table at Section 1- Schedule of Proposal submission)

Sub: Request for Proposal for Security Services at Govt. Health Institutions

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, I/We hereby propose to offer the services as described in the RFP document in conformity with the conditions of contract, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit the performance security deposit at the time of execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 180 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the District Authority.
6. We submit the Schedule of Prices as appended herewith.

Encl: Schedule of Prices (Form F2 & F3)

Yours sincerely,

Authorized Signatory *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM F-2
(To be submitted with Financial Proposal)
PRICE SCHEDULE

Name of the District / Other Institution: _____

Particulars	Cost per Bed per Month (in Rs.) (exclusive of GST)	GST as applicable with %	Cost per Bed per Month (in Rs.) (inclusive of GST)
	a	b	a+b
Cost per bed per Month [The cost per bed per month shall include all operational cost related to Human Resources as per category of personnel mentioned in Section – 3 (Clause 3.6) and complying to minimum wages act considering 24 x 7 x 365 days service and managing their services as per the Terms of Reference mentioned in Section 3 of RFP with all statutory requirement]			

Note:

- 1) The bidder has to furnish the cost calculation format Form F-3 for arriving at the cost / bed per Month for the Security Services
- 2) The cost per Bed per Month (in Rs.) (exclusive of tax) as mentioned in the column 'a' above must be same as the figure mentioned column 'g' against Sl. No. 4 of Form F3

Authorized Signatory [In full and initials]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM F-3

(To be submitted with Financial Proposal)

Cost Calculation format for arriving at the cost / bed per Month for the Security Services

Name of the District /Other Institution: _____

Sl.	Particulars	Monthly Cost per Personnel (Rs.) exclusive of GST					***No. of Personnel	Total Cost / Month (Rs.) (up to two decimal places only)
		*Take home Remuneration / Month (30 days service)	EPF (Employer's share of 13%)	ESI (Employer's share of 4.75%)	Service Charge **	Total (per personnel per Month)		
1	Human Resource	a	b	c	d	e = a+b+c+d	f	g = e x f
1.1	Remuneration of Security Guard (Semi-Skilled)							
1.2	Remuneration of Supervisor (Skilled)							
2	Total Cost / Month [g of 1.1 + g of 1.2]							
3	Total No. of Beds *****							
4	Cost per bed per Month (g of Sl. 2 ÷ g of Sl. 3) (exclusive of GST)							(up to two decimal places only)

(Pl. go through the **Notes** mentioned below carefully before quoting the rates, total no. of Beds and No. of Personnel)

Note :

- * The **monthly take home remuneration** must be based as per minimum wages act vide the recent gazette notification no. 1991 dated 30.10.2018 issued by **Labour & ESI Department, Odisha** for **Semi-skilled and Skilled personnel**. This should take into account 24 x 7 x 365 days service of security personnel required at the health institutions.
- ** The service charge should take into account **all cost** related to management of the personnel including their statutory requirement. The bidders are required to quote the price (**Service Charge**) in whole Rupees & no fraction of Rupee will be considered and quoting in fraction of Rupee will lead to summarily rejection of financial bid. There must not be **any compromise** on the **take home remuneration** mentioned above.
- *** **The no. of personnel** (Security Guard and Supervisor) against each District / Other institution is mentioned at **Section-6** The bidders are requested to go through the **Section-6** carefully against the District / other Institution for which they want to quote and according put the **no. of personnel figure** in the **column 'f'** against Sl. No.1.1 & 1.2 of Form F3.
- **** **The no. of Beds** against each district / other institution is mentioned at **Section-6**. The bidders are requested to go through the **Section-6** carefully against the District / other Institution for which they want to quote and according put the **no. of personnel figure** in the **column 'g'** against **Sl. No. 3** of Form F3.

The cost per Bed per Month (in Rs.) (exclusive of tax) as mentioned against Sl. No.4 above must be the same as the figure mentioned column 'a' against Sl. No. 4 of Form F2

Date :

Authorized Signature

Place :

Full Name :

Organization Seal

Annexure - I**AGREEMENT***(*On a Stamp Paper of Rs.100/-)**Reference:*

- (i) *RFP Reference No _____ dated _____ and subsequent Amendment / Pre-bid clarification issued by the Tender Inviting Authority*
- (ii) *Service provider's bid submitted dated _____*

1. An agreement made on the _____ day of _____ 2018 BETWEEN.....(hereinafter called "the approved service provider", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the **one part** AND the CDMO, District, Odisha / Director,.....(name of Institution) (hereinafter called "the District Authority" which expression shall, where the context so admits be deemed to include his/her successors in office and assigns) of the **other part**.
2. Whereas the approved service provider has agreed with the District Authority / Institution to manage the **Security Services** in the Health Institutions in the manner set forth in the terms of the **Request for Proposal (RFP) reference no. _____** And whereas the approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of as Performance Security of the project.
3. **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- (a) The following documents shall be deemed to form part of and be read and constructed as Integral part of this Agreement, viz.:
 - i) Terms & conditions of the RFP reference no. cited above
 - ii) Terms of Reference of the RFP reference no. cited above.
 - iii) Amendment / Clarification to Pre-bid queries of the RFP reference no. cited above

The approved service provider shall be paid at the rate as offered by them in the financial proposal towards monthly cost of the Security Services as mentioned below:

- i) Per Security Guard /month : Rs. _____/month,

- No. of Security Guard / Month : _____
- ii) Per Supervisor/month : Rs...../month
- No. of Supervisor / Month: _____

- (b) In consideration of the payment to be made by the District Authority / Institution as above, the approved service provider will duly implement the project in the manner set forth in the terms of the RFP.
- (c) The terms & conditions and terms of reference of the RFP appended to this agreement will be deemed to be taken as integral part of this agreement and are binding on the parties executing this agreement.
- (d) Following documents / letters /correspondence undertaken between the parties shall also form part of this agreement :

District Authority	Approved Service Provider
(a) Request for proposal and any amendment thereof.	a) Proposal Submitted in response to RFP
(b) Office Order subsequent to RFP	b) SOPs in respect to Security Service Operation.

4. Payment

- (a) The District / Institution Authority does hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the District / Institution Authority will pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.
- (b) The mode of payment is as specified below:

The payment shall be paid on a monthly basis upon submission of bill **monthly basis** upon submission of bill with attendance sheet of the deployed manpower. The bills should be in the name of the concerned authority of the District / Institution.

5. Operational Parameter and Penalty

The successful bidder has to operate the Security Services with quality service as mentioned in the terms of reference. Penalties shall be imposed on the agency in case of any deviation found in discharging of services. The penalties shall be imposed as specified clause 4.7 of the RFP (Terms & condition)

6. Period of Engagement/Duration of Contract

The agency will be engaged initially for a period of 3 years subject to satisfactory performance, which may further be extended by the District / Institution Authority for another two years based on satisfactory performance of the Service Provider.

7. Schedule of Implementation

The agency is required to set up the Security Services with all personnel within 30 days of signing the contract.

8. Termination /Suspension of Agreement

The District Authority / Institution may by a notice in writing, suspend the contract if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension shall specify the nature of failure, and shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The District Authority / Institution after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (as mentioned below), may terminate the agreement after giving reasonable opportunity of being heard to the service provider :

- a) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority / Institution have subsequently approve in writing.
- b) If the service provider becomes insolvent or bankrupt.
- c) If, as a result of force majeure, the service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- d) If, in the judgment of the District Authority / Institution, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

9. Settlement of Dispute

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to Committee constituted at the District level for decision.

10. Jurisdiction of Court

Legal proceedings if any shall be subject to the _____ District (*name of the District / place of the Institution*) jurisdiction only.

In witness whereof the parties hereto have set their hands on theday of.....2018.

Signature of the Approved Service Provider

Signature of CDMO / Director

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

Annexure-II

Score Card of Security Services for Performance Review

Sl No.	Ref. No. of Kayakalp Document	Criteria *	Assessment Method	Means of Verification	Compliance	Score Secured
1	E4	Security Services				
1.1	E4.1	The main gate of premises, Hospital building, wards, OT and Labour room are secured	OB	Check for the presence of security personnel at critical locations	1	
1.2	E4.2	The security personal are meticulously dressed and smartly turned-out.	OB	Check if Security personnel themselves observe the commensurate behaviour such no spitting, no chewing of tobacco, non-smoker, etc.	1	
1.3	E4.3	There is a robust crowd management system.	OB	Crowd in OPD has waiting place, seats, etc. Dust bins are available and there is adequate ventilation for the patients and their attendants.	1	
1.4	E4.4	Security personal reprimands attendants, who found indulging into unhygienic behaviour - spitting, open field urination & defecation, etc.	OB	Check, if security personnel watch behaviour of patients and their attendants, particularly in respect of hygiene, sanitation, etc. and take appropriate actions, as deemed.	1	
1.5	E4.5	Un-authorized vendors are not present inside the campus. Waste storage is secured and there is no plastic items, card board etc.	OB/SI/PI	Check, entry of vendors is controlled or not. Unauthorised entry of rag-pickers should not be there.	1	
1.6		Prevent taking away the bed sheet/ blanket etc. by the patients/ attendants while living the hospital	OB/ RR	Check the discharge slip/ death slip while leaving the hospital be the patients and check the hospital logistics	1	
1.7	ME D3.5	The facility has established measure for safety and security of female staff/ patients	SI	Deployment of female security guard at appropriate wings	2	
1.8	Others	Innovative system adopted for Strengthening security system in the Hospital	OB/ RR	Timings of visit of attendants of patients strictly followed	2	
		Total			10	

*The conditionalities of performance indicators and scores may be changed basing on the requirement.