



**SANJAY GANDHI MEMORIAL HOSPITAL
GOVERNMENT OF N.C.T OF DELHI
S-BLOCK MANGOL PURI
DELHI-110083**

<http://health.delhigovt.nic.in>

mssgmh@rediffmail.com

No. F.5/10/SGMH/Security Service Tender/CT/2023/10085

Date: 31/08/2023

CORRIGENDUM

Reg:- Tender BID ID No. - GEM/2023/B/3814734.

As decided following corrigendum is being issued for GeM tender for security service BID No. GEM/2023/B/3814734 dated 10.08.2023 and last date of the bid 07.09.2023.

The following modifications are being done in the following ATC (Additional Terms & Conditions): -

S. No.	Existing Clause of ATC	Revised Clause of ATC
1.	Clause No. 1 : - Valid Labour License issued from Govt. of NCT of Delhi/ESI/GST/ISO 18788:2015 Registration Certificate issued by concerned department	Clause No. 1 : - Valid Labour License issued from Govt. of NCT of Delhi, ESI, GST, ISO 18788:2015/ISO 9001:2015 Registration Certificate issued by concerned department
2.	Clause No. 4: - The bidder must have at least 3 (three) year Experience/Performance/ Completion Certificate issued from 300 or more bedded Govt./Semi Govt./Public Sector Undertaking (PSU) Health Organization for providing Security Manpower Service	Clause No. 4: - The bidder must have at least 3 (three) year Experience/Performance/ Completion Certificate issued from 100 or more bedded Govt./Semi Govt./Public Sector Undertaking (PSU) Health Organization for providing Security Manpower Service
3.	Clause No. 9: - The bidder shall submit solvency certificate from a nationalized bank of 200 LAKH (Certificates should be on letter head of the bank)	Clause No. 9: - The bidder shall submit solvency certificate from a nationalized bank of 200 LAKH (Certificates should be on letter head of the bank) or Last 03 Financial years ITR is accepted in absence of Bank Solvency Certificate.

4. Clause No. 21: - Service provider shall employ only man power who has completed eighteen years of age and not above 55 years of age. Security agency shall only employ man power who satisfied the service provider about his/her character and antecedents and has completed the prescribed security training. Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSRA 2005, <u>Delhi Private Security Agencies (Regulation) Rules, 2009</u> and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.	Clause No. 21: - Service provider shall employ only man power who has completed eighteen years of age and not above 50 years of age. Security agency shall only employ man power who satisfied the service provider about his/her character and antecedents and has completed the prescribed security training. Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSRA 2005, <u>Delhi Private Security Agencies (Regulation) Rules, 2009</u> and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.
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This issues with the approval of the competent authority.



(DR. SUMIT VATS)
DEPUTY MEDICAL SUPERINTENDENT (B)



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**SANJAY GANDHI MEMORIAL HOSPITAL,
GOVT. OF NCT OF DELHI
MANGOLPURI, DELHI - 110083
(CARETAKING BRANCH)**

**(ADDITIONAL TERMS & CONDITIONS)
SECURITY MANPOWER SERVICE TENDER**

S. No.	NAME OF HOSPITAL	Total No. of Security Guard	BED CAPACITY	Estimated Contract Value for 02 years (approx) (in Rs.)
1.	Sanjay Gandhi Memorial Hospital	126	300 beds	786 Lakh

The prospective Service providers are required to upload scan attested copies of following additional documents with their bid on GeM Portal: -

1. Valid Labour License issued from Govt. of NCT of Delhi/ESI/GST/ISO 18788:2015 Registration Certificate issued by concerned department.
2. The bidder should provide an attested copy of their License for PSRA as per Delhi Private Security Agencies (Regulation) Rules, 2009 & PSRA Act, 2005.
3. The bidder entity should have an average financial turnover minimum 30% of total contract value in last 3 financial years i.e. 2019-20, 2020-21 and 2021-22 with certified by Chartered Accountant (with seal and UDIN No.) counter signed by Service providers.
4. The bidder must have at least 3 (three) year Experience/Performance/ Completion Certificate issued from 300 or more bedded Govt./Semi Govt./Public Sector Undertaking (PSU) Health Organization for providing Security Manpower Service.
5. The bidder must have successfully executed/completed similar Services i.e. Security Manpower Service over the last three years i.e. the current financial year and the last three financial years: -
 - (i) Three similar completed service costing not less than the amount equal to 40% (forty percent) of estimated cost i.e. Rs. 292 Lakh.

OR

 - (ii) Two similar completed service costing not less than the amount equal to 50% (fifty percent) of estimated cost i.e. Rs. 365 Lakh.

OR

 - (iii) One similar completed service costing not less than the amount equal to 80% (eighty percent) of estimated cost i.e. Rs. 629 Lakh.
6. The Experience/Performance/Compliance Certificate of Service provider should be in English/Hindi Language only.

7. MSME and Start up exemption should be given only for Financial Turnover and the bidder having MSME/NIC Code 8010 should be mandatory for all.
8. The bidder must have at least one branch office in Delhi.
9. The bidder shall submit solvency certificate from a nationalized bank of 200 LAKH (Certificates should be on letter head of the bank).
10. If any information furnished by bidder is found to be incorrect or false/ fabricated at any time or it comes to notice of this Department/ Ministry that any information has been concealed by the bidder, the tender/ agreement will be terminated with immediate effect and the security deposit will be forfeited. Legal actions under the provisions of IPC, CrPC and other laws into force as deemed fit may be initiated against the bidder.
11. **LABOUR LAWS:** - The security personnel deployed by the Service provider in its contractual obligation to provide security services shall be the employees of the Service provider. The Service provider shall abide by and comply with all the relevant laws and statutory requirements under Labour laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, ESI, Employee Compensation Act, 1923, Bonus and all other Applicable laws with regard to the contract personnel engaged. Further, for any lapse in this regard the Service provider shall be solely responsible and held accountable. The Service provider shall maintain registers required under the relevant Act for recording the names of the security personnel and their daily deployment which shall be made available to the statutory authorities & the Authority / Hospital / Departmental authorities on demand.
12. **ACCIDENT:-** All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the Service provider.
13. **PERFORMANCE AND SUPERVISION:-** Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be required to be stationed for this purpose. No separate payments whatsoever will be made to the Service provider for supervisory staff.
- 11.1 All necessary reports and other information will be supplied immediately as on required and regular meetings will be held with the Medical Superintendent, SGMH.
- 11.2 Service provider and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them and shall not lend to any person or company any of the areas of the Authority / Hospital / Department under its control.
- 11.3 That, in the event of any loss that occur to the Authority / Hospital / Department, as a result of any lapse on the part of the Service provider or personnel deputed by him which will be established after an enquiry is conducted by the Medical Superintendent, SGMH, the said loss can be claimed from the Service provider as per Clause of the Penalty or upto the value of the loss. The decision of the Head of the Authority / Hospital / Department will be final and binding on the Service provider.

- 11.4 The Service provider shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which The Medical Superintendent, SGMH may issue from time to time and which have been mutually agreed upon between the two parties.
- 11.5 The Medical Superintendent, SGMH shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Service provider reserves the right to change the staff as per the terms of Bid document, for improving services.
- 11.6 The Service provider and the personnel deputed by him shall be responsible to protect property and equipments of the SGM Hospital at the premises entrusted to it.
- 11.7 The Service provider shall get Security personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 14. Fraudulent and Corrupt Practices** The Service provider and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the NIT and during the subsistence of the Contract / Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract / Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract / Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service provider, as the case may be, if it determines that the Bidder or Service provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy including blacklisting / debarment that may be available to the Authority under the Bidding Documents and/ or the Contract / Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the NOA or the Contract / Agreement, or otherwise if a Bidder or Service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract / Agreement, such Bidder or Service provider shall not be eligible to participate in any tender or BID DOCUMENT issued by the Authority during a period of 2 (two) years from the date such Bidder or Service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with

the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the NOA or has dealt with matters concerning the Contract / Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the NOA or after the execution of the Contract / Agreement, as the case may be, any person in respect of any matter relating to the Security Services or the NOA or the Contract / Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Security Services;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Service provider with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

During the course of contract, if any of the security personnel deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of The Medical Superintendent, SGMH shall be entitled to terminate the contract forthwith duly forfeiting the Service provider's Performance Security.

15. DEPLOYMENT:- In order to provide fool proof security, the Service provider will physically deploy the Security Personnel in such adequate number on all access points/vulnerable locations which will meet the requirement as per this bid document. It will be mandatory that induction training is given by the Service provider to the personnel to be deployed and the Security personnel are trained as required under rules. The bidder/Service provider shall comply with the provisions of PSAR Act-2005 and DPSAR Rules 2009.

15.1 The Medical Superintendent, SGMH will have the right to know (and assess the suitability) the names of the personnel to be deployed by the Service provider in pursuit of its obligation of providing security services and it shall be mandatory for the Service provider to provide such list with necessary details. Further the Service provider shall ensure that no security guards are made to work in two continuous shifts or in alternate shifts. The Service provider shall keep an adequate reserve manpower as leave reserve on own mechanism.

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- 15.2 At least 10% of the personnel deployed shall be women. The Service provider shall not employ any person who has not completed eighteen years of age.
- 15.3 The Service provider should be installing & maintain face recognition biometric attendance system for better checks and controls their own mechanism. Only those Service providers should apply who agree to introduce this system within one month of signing the agreement. If the Service provider is found to be reluctant and not introducing the face recognition biometric attendance system within the aforesaid one month, the Service provider shall pay Rs.1000/- per day for period of delay in starting the face recognize biometric attendance system. The data of biometric attendance will be submitted to the Hospital as may be required by the Hospital. The face recognition Biometric attendance sheet should be verified and countersigned by concerned department incharge where the worker is deployed.
- 15.4 The Service provider shall ensure that at least 10% of the total security guards are ex-servicemen. These will be deployed on the most vulnerable access points across all shifts in consultation with the hospital authorities. These ex-servicemen guards will do equal number of shifts as those done on an average by non ex-servicemen guards and the wages of ex-service man guards should be paid equal to non ex-servicemen guard.
- 15.5 The Service provider shall ensure that the security guards are present on duty as per the duty roster. In the event of any security guard not reporting for duty, the Service provider shall immediately provide a substitute.
- 15.6 The Service provider shall issue appointment letter to the Security Guards who have been found suitable for the job. Before Appointment Service provider shall ensure that the Guard is trained as per the provisions of the applicable law. A copy of the entire appointment letter will be provided to the hospital authorities along with antecedents i.e. Aadhar Card, Police Verification, Training Certificate as per PSRA Act and other required document. The Service provider shall also maintain approved panel of reserve security guards who shall be used as substitutes in case of exigencies or as leave reserve. Under no circumstance any person who has not been duly appointed by the Service provider and approved by the Hospital authorities shall be allowed to perform duty (Regular or as a Substitute) in the premises of the hospital.
- 15.7 The Service provider shall provide I-card bearing name, photograph, ESI number and a name badge to each security guard deployed and wear on duty.

16. REPORTING:-

The Service provider shall submit all the reports/error logs/event logs as defined in the Agreement including the following reports to the officer(s) identify by the hospital:-

Report Name	Report contents & format	Report frequency	Report submission to
Fire Safety inspection Report	As mutually agreed	Weekly at 10.00 AM	MO Incharge, Fire Safety
Training log book	As mutually agreed	Monthly	MO Incharge, Security
Fire Safety drill	As mutually agreed	Fortnightly	MO Incharge, Fire Safety
Incident report	As mutually agreed	At the earliest and reasonably possible soon after the incident	MO Incharge Security
Campus inspection report	Identification of any vulnerable/at risk areas	Weekly	MO Incharge Security Penalty of Rs.500/- for default in report submission.

17. FORCE MAJEURE:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, to if any, or seven days, whichever is more, either party may at its option terminate the contract. It is amply clarified that in any of the events sited as Force Majeure, since the Hospital services come under essential services, it is obligated upon the Service provider to provide security services of required service specifications to maintain the essential hospital services.

18. The bidder shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.
19. **LIABILITY:-** If the Service provider is a joint venture/ company/ group/partnership of two or more persons, all such persons/directors/partners shall be jointly and severally liable to the Medical Superintendent, SGMH for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the Medical Superintendent, SGMH.
20. That it is mandatory for the Service provider to obtain labour license from the Dy. Labour Commissioner Office, GNCT of Delhi in respect of the security personnel deployed at the Hospital and thereafter to renew the same in case the contract is extended further.
21. Service provider shall employ only man power who has completed eighteen years of age and not above 55 years of age. Security agency shall only employ man power who satisfied the service provider about his/her character and antecedents and has completed the prescribed security training. Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSRA 2005, Delhi Private Security Agencies (Regulation) Rules, 2009 and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.

22. DISPUTE RESOLUTION:-

- (a) Any financial dispute and/ or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Lt. Governor, Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.






- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service provider shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.
23. **PERFORMANCE SECURITY:-** The successful bidder shall be required to furnish a 10% Performance Guarantee/Security of the work within 07 days of receipt of "Letter of Offer" in the form of an Account Payee - DD/Pay Order/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in an acceptable form in favour of Medical Superintendent, Sanjay Gandhi Memorial Hospital, Govt. of NCT of Delhi. The Performance Security/Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further the validity of Performance Security/Guarantee shall also be extended by the Service provider accordingly and no interest shall be payable on performance security on its release.
- The Medical Superintendent, SGMH in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where
- (i) There is gross security breach or recurrence of security breach
 - (ii) There is considerable loss of property due to theft or damage or recurrence of theft.
 - (iii) There are instances of exploitation/coercion of the Security Personnel like underpayment, duty hours beyond the prescribed limits in statute etc.
 - (iv) There is material violation of any of the contract conditions as per this bid document.
 - (v) There is an event of default
 - (vi) The Service provider after giving its consent for extension of contract period, later refuses to accept extension of contract period or fails to perform during the extended period.
24. **TERM AND EXTENSION OF CONTRACT:-** The term of this contract shall be for a period of two (02) year. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
25. **TERMINATION:-** The Authority / Hospital / Department may terminate this Contract in whole or in part by giving the Service provider a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:-
- (i) Where the Authority / Hospital / Department is of the opinion that there has been such event of default on the part of the Service provider/Service provider's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Service provider to respect any of its commitments with regard to any part of its obligations under this Contract.

- (ii) Where it comes to the Authority / Hospital / Department's attention that the Service provider is in a position of actual conflict of interest with the interests of the Authority / Hospital / Department, in relation to any of terms under this Contract.
 - (iii) Where it comes to the Authority / Hospital / Department's attention that the Service provider furnished incorrect or false information at any time.
 - (iv) Termination for insolvency: the Authority / Hospital / Department may at any time terminate the Contract by giving written notice to him, without compensation, if the Service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority / Hospital / Department.
 - (v) The Service provider may, subject to approval by the Authority / Hospital / Department, terminate this Contract before the expiry of the term by giving the Authority / Hospital / Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.
 - (vi) If the bidder fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the bidder in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider
 - (vii) The Service provider's events of defaults shall also include the following:-
 - a) The Service provider fails to maintain Performance Security or replenish in event of partial/full appropriation.
 - b) The service level specifications as laid down in the agreement are not met by the Service provider.
 - (viii) If the Service provider fails to comply with any of the terms and conditions of contract, authority may, after issue of show cause to the Service provider, debar or blacklist the Service provider for participation in any future bidding in the Health & FW Department, Govt. of Delhi for a period which may be up to 4 years.
26. **CONSEQUENCES OF TERMINATION:-** In the event that the Authority/Hospital / Department or the Service provider terminates the Contract, pursuant and depending on the event of default, compensation shall be decided by the Authority / Hospital / Department as the services provided by the Service provider that have been accepted by the Authority / Hospital / Department. In case of termination of contract due to default on the part of the Service provider, the Authority / Hospital / Department reserves the right to forfeit the performance security of the Service provider by en-cashing it in the Authority / Hospital / Department's favour.



27. SERVICE LEVEL SPECIFICATIONS & ADDITIONAL PENALTY:-

Process	Service Level Specifications	Penalty
1. Providing adequate number of Security Guards at every point/area of deployment identified for manning.	The Service provider will provide adequate number of Security Guards to man the areas as per the deployment schedule.	Rs.1000/- for every instance of under-deployment or deployment area found not manned.
2. The unsuitable guards	Service provider will promptly replace unsuitable security guards on instructions of the Authority	In case such guard is not promptly removed and replaced then the penalty of 500/- per duty assigned to unsuitable security guard.
3. Security Guards to report in uniform.	Approved uniform design with the name badge.	As per mentioned in Service Level Agreement on GeM Portal.
4. Misconduct/misbehavior/ Indiscipline by the Security Guards	i) Security Guards should be courteous to the patients/hospital staffs and disciplined. ii) They should not smoke and spit on the walls/floors etc.	As per mentioned in Service Level Agreement on GeM Portal.
5. Security Breach	The Service provider shall ensure that within the restricted and prohibited areas no unauthorized person enters.	Rs.1000/- for every instance of security breach.
6. Protection of properties such as furniture, fire fighting equipments, accessories, vehicles, machinery etc.	Service provider will protect all the properties of the Authority / Hospital / Department from theft, damage etc.	Recovery of the 20% higher amount then that of loss caused due to theft of items or damage of items due to vandalism etc.
7. Un-attended access points/duty post	The Service provider shall ensure that the security personnel posted at access points do not leave the same un-attended. The Service provider shall ensure that suitable provisions of reserve security personnel are made so as to provide cover to the access points in the event that any security guard posted at any of the access point leaves the post for short time on account of nature's call or personal reasons or any exigency.	Rs.200/- for every instance of security guard leaving the post without suitable substitute.
8. Un-authorized parking	The Service provider shall ensure that no vehicle is parked in the 'no parking zone'. Service provider shall be held responsible if any unauthorized vehicles are parked anywhere in the hospital premises.	Rs.100/- per vehicle per instance of un-authorized parking of vehicle i.e parking in no-parking zone or un-authorized vehicles in hospital premises. In case the un-authorized vehicle is not removed within one hour then the penalty will be escalated to Rs.100/- per hour per vehicle.
9. Shift Duties	The Service provider shall ensure that no Security guard is made to work in two continuous shifts or in alternate shifts.	In case it is found that the Security Guards are made to work either in two continuous shifts or in any two alternate shifts then a penalty of Rs.500/- for each such instance will be levied. In case such Instances exceeds 10 in any given month then the penalty will be escalated to Rs. 1000/- per instance and in case such instances are more than 10 per month for any continuous period of two months then in that case it will be Service providers event of default.

The Service provider shall ensure that at least 10% of the total security guards are ex-servicemen.	The Service provider shall deploy ex service man guards as per agreement. In case of substitution or replacement, the ex-service men guard will be substituted / replaced by the Ex-service men Security guard	In case the shifts which are to be done by the ex-servicemen guards as per the monthly roster are done by non ex-servicemen guards then a penalty of Rs.1000/- per such shift shall be levied. In case such instances are more than five in the month then a penalty will be escalated to Rs. 2000/- per such instance. Further, in the event that there are more than five such instances every month for any continuous period of three months then it will be Service provider's event of default.
11. Appointment and approval of Service provider staff	The Service provider shall issue appointment letter to the Security Guards who have been found suitable for the job and approved so by the hospital authorities. A copy of all the appointment letter will be provided to the hospital authorities.	In case it is found that a person is on duty as security guard who is not properly appointed then a penalty of Rs.5000/- for each such instance will be levied. In case such instances are more than five in a month then the Contract is liable to terminated with forfeiture of performance security. In case such circumstances are more than five per month & for continuous period of two months then in that case it will be treated as Service provider's event of default.
12. unauthorized Persons entering the premise	It shall be ensured that unauthorized persons do not enter the access controlled areas identified as per the access control policy laid down by the hospital authorities.	A penalty of Rs.100/- per person per instance will be levied.
13. Identity Card	The on duty security guard shall carry and promptly show the Identity Card to the designated hospital authorities on demand. It is clarified that the Identity Card will be properly worn & displayed by the security personnel.	As per mentioned in Service Level Agreement on GeM Portal.
14. Number of Shifts done by ex-service man guards	These ex-servicemen guards will do equal number of shifts as those done on an average by non ex-servicemen guards.	In case they are not given equal number of Shifts than a penalty of Rs 500 per shortfall in number of shift will be levied.
15. Training of Guards	Service provider shall ensure that the guards placed on duty are trained as per the provisions of the PSAR act 2009 and DPSAR Rules 2009 thereunder.	In case any guard on duty is assessed by hospital or authorized person of concerned government department to be not trained as per provisions of the DPSAR Act and DPSAR Rules 2009 then a penalty of Rs. 5000 per such untrained guard shall be levied and further such guard shall not be taken on duty till he/she is trained and assessed to be suitable.

Security personnel indulging in corruption/bribe/fraudulent	The Service provider shall ensure that no Security guard indulging in corruption/bribe/fraudulent.	1st Instance: - Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs. 1000/- on the service provider. 2nd Instance: - Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs. 2500/- on the service provider. 3rd Instance: - Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs. 5000/- on the service provider.
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All the penalties will be imposed on the Service provider and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments. All penalties will be calculated and levied independent of each other.

28. Physical standards for the guard. - As per Delhi Private Security Agencies (Regulation) Rules, 2009 & Private Security Agencies Central Model Rules, 2020 (1) No person shall be employed or engaged as a guard unless he fulfills the following physical standards:-

- height: 160 cms for male and 150 cms. for females; Provided that a person belonging to the Gorkhas, or Nepales or Sikkimese or Scheduled Caste or Scheduled Tribe is eligible for relaxation of height by 5 cms.
 - weight: according to standard table of height and weight;
 - chest: measurements 80 cms with an expansion of 4 cms (for females no minimum requirement for chest measurement);
 - eye sight: distant vision 6/6, near vision 0.6/0.6 with or without correction, free from color blindness, shall be able to identify and distinguish color display in security equipments; shall be able to read and understand display in English alphabets and Roman Numericals;
 - hearing: free from defect; shall be able to hear and respond to the spoken voice and the alarms generated by security equipments
 - free from knock knee and flat foot, able to run one kilo meter in 6 minutes for the age group between 18 to 30 years, 8 minutes for the age group between 31 to 40 years and should be able to walk one mile in 15 minutes for the age group between 41 to 50 years and in 17 minutes for the age group 51 and above;
 - shall not be suffering from a disease, which may limit the physical or mental capabilities in charging the security duties;
 - shall not be suffering from any physical handicap or deformity, which hamper in good performance of duties as security guard;
 - the candidate should have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need; and
- (2) The agency shall ensure that every guard working under its control undergoes a medical examination from a Government or recognized hospital once in a year for ensuring the physical standard prescribed in sub-rule (1) of this rule.

29. Rest of the terms and conditions of the contract will remain same as per Service Level Agreement on GeM Portal.
30. Undertaking : As per Annexure - I.
31. Criminal Liability Undertaking : As per Annexure - II.
32. Form of Agreement : As per Annexure - III.

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(ON A STAMP PAPER of Rs.100/-)
UNDERTAKING

To,

THE MEDICAL SUPERINTENDENT
SANJAY GANDHI MEMORIAL HOSPITAL
MANGOLPURI DELHI-110083Subject: Tender for providing Security Manpower Service in SGM Hospital, Mangolpuri,
Delhi-110083.

Sir,

1. I/We do hereby undertake that I/ We agree to abide by all terms and conditions laid down in tender document.
2. I/We further undertake that I/We before signing this bid have read carefully and fully understood all the terms & conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. The rates quoted by me/us are binding on the firm / consortium for the entire period of the contract.
4. In case of noncompliance of any of the terms and conditions laid down in the bid documents and the agreement, the department may take necessary action against me / us as deemed fit under various provisions laid down in the bid document and as per prevailing Rules and Acts.
5. I/We also abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like ESI Bonus, Gratuity, Leave, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the person deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
6. The decision of the MEDICAL SUPERINTENDENT, SGM HOSPITAL DELHI-110083 will be binding upon me / us during the period of contract.

(Signature of the Bidder)

Name and Address of the Bidder/
Firm/Agency

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Mobile / Telephone No.....

ANNEXURE-II**CRIMINAL LIABILITY UNDERTAKING / AFFIDAVIT
ON A STAMP PAPER OF RS.100/-**

I, _____ S/o, W/o./D/o. _____,
Resident of _____, do hereby
solemnly pledge and affirm.

1. That I am the sole proprietor / registered partner / authorized signatory of M/s _____ / the consortium.
2. That the above said firm has not been declared defaulter by any government agency and that no case pertaining to violation of Income Tax Act / GST / Labour Laws is pending against the agency.
3. That no Criminal case is pending against the above said firm.
4. That in above said firm has not been black-listed /debarred by any government department from participating in tendering process.

DEPONENTVerification

Verified at _____ on this _____ day of _____ that the contents mentioned above are correct, complete and true to the best of my knowledge & belief, nothing has been concealed. If found anything wrong / incorrect / incomplete my bidding may be cancelled without assigning any reason.

DEPONENT





Annexure-IIIFORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day of ____ (Month) ____ (Year) Between the Lt. Governor, NCT of Delhi through ____ (Designation of HOD and address of the Authority / Hospital / Department) (hereinafter called "the Authority / Hospital / Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND ____ (Name and address of the contractor) through Shri ____ authorized representative (hereinafter called "the Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security Manpower services to the ____ (Name of the Authority / Hospital / Department)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of offer & award of contract;
 - b. General/Special conditions of contract and service level;
 - c. Notice inviting Tender;
 - d. Financial Bid;
 - e. Scope of service;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of 2 (two) year unless terminated earlier as per the contract conditions. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
4. The Contractor agrees that in course of providing the requisite services, it will deploy adequate number of Security personnel at each security point where security personnel are required as per the bid documents and they shall be the employees of the Contractor for the purpose of this Agreement and not of the Authority / Hospital / Department and all other statutory/regulatory/legal purpose.
5. In consideration of the payments to be made by the Authority / Hospital / Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority / Hospital / Department to execute and provide the security services w.e.f ____ as per the provisions of this Agreement and the bid documents along GeM Portal documents. The Contractor also agrees that it will ensure that no security breach takes place on the premises.

Handwritten signatures and a checkmark are present at the bottom of the page, indicating the completion and approval of the agreement.

6. The Authority / Hospital / Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs. _____ (Rupees (in words) per month which includes ESI, GST (inclusive GST & other tax) & all other charges as admissible.
7. The contractor shall also the wages 7th of every month disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include ESI, Bonus etc as admissible.
8. The Contractor shall not pay the wages less than what is legally admissible to be paid to the Security personnel employed by the contractor. The wages to be paid should not be less than the govt. approved minimum wages and should also include such other statutory payments as ESI at such rates as admissible under the law. Any violation in this regard may result into the forfeiture of the performance security in addition to any other action as deemed appropriate.
9. In case, violation of the prevailing rules/laws in such matters occurs, it shall be the complete responsibility of the Contractor & the Contractor indemnifies the Authority / Hospital / Department from any loss or damage that may occur.

IN WITNESS WHEREOF : the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the
Contractor

For and on behalf of the
Lt. Governor, NCT of Delhi

Authorized Signatory

Authorized Signatory

(Name: _____)
(Designation _____)

(Name: _____)
(Designation: _____)

Seal of Contractor
Department

Seal of Authority / Hospital /

1. Witness _____
Name _____
Address _____

(From the Authority / Hospital / Department side)

2. Witness _____
Name _____
Address _____

Telephone No: _____

(From the Contractor side)

(Note:- The Authority / Hospital / Department should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

