



NIMHANS/2019-20/IND588

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**TENDER NOTIFICATION**

**(Through e-procurement portal only)**

The Director, NIMHANS invites tender from eligible tenderers through the Karnataka Government E-Procurement portal in two bid system (**Part 'A' Technical Bid and Part 'B' Commercial Bid**) in **QCBS format** from reputed Security Agencies to provide the Security Services at NIMHANS, Bengaluru. Service charges to be quoted **in percentage excluding of all taxes.**

**Tender Schedule**

<b>Downloading of Tender documents from website - <a href="https://eproc.karnataka.gov.in/eportal/index.seam">https://eproc.karnataka.gov.in/eportal/index.seam</a></b>	From 27.01.2020 Onwards
<b>Pre-Bid meeting at Directors committee room</b>	05.02.2020 at 11.00 AM
<b>Last date for tender enquiry</b>	17.02.2020 upto 11:00 AM
<b>Tender submission last date and time</b>	17.02.2020 upto 03:00 PM
<b>Technical bid will be opened online by the authorized officer on</b>	18.02.2020 at 03:01 PM

**Terms and conditions**

1. The bid documents for the above services should be **addressed to “The Director, National Institute of Mental Health & Neuro Sciences, Post Box No. 2900, Hosur Road, Bengaluru – 560 029, Karnataka, India”** and should be uploaded in E Procurement portal only on or before the **due date (HARD COPY OF THE DOCUMENTS WILL NOT BE ACCEPTED)**.
2. The tender bid should be valid for **four months** from the due date. **NIMHANS, Bengaluru will not take any responsibility for any technical issues.**
3. **Earnest Money Deposit (EMD): 1,00,00,000/- (Rupee One Crore only)**
  - a. The (EMD) shall be denominated in Indian Rupees and shall be paid in the e procurement portal using the following payment modes:
    - i. Credit Card.
    - ii. Direct Debit.
    - iii. Net Banking
    - iv. National Electronic Funds Transfer (NEFT)
  - b. The EMD shall not bear any interest and will be refunded to
    - i. Successful tenderer on receipt of Agreement and Bank Guarantee.
    - ii. Unsuccessful tenderer upon finalization of tender bid and award of tender to successful bidder.
    - iii. All the tenderers if the tendered service is cancelled or retendered.



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- iv. There is no exemption of EMD for MSME/NSIC.
4. The tender documents and all correspondence's relating to the bid should be in **English language only.**
  5. **The duration of the contract is for Three years. The contract may be extended to second and third year based on the performance, as per tender terms and conditions.**
  6. The tenders submitted without relevant information asked for, are summarily rejected.
  7. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever shall be summarily rejected.
  8. The accepting officer reserves the right to place the order as a whole or part of any services only as deemed fit.
  9. **Any addendum or Corrigendum pertaining to tender will be uploaded on our website and eprocurement portal. Bidder has to refer to our website for addendum or corrigendum if any, before submitting the Technical Bid / Price Bid.**
  10. Price Bid: Tender bids without price bid/quotation will be rejected. Price Bid should Security Agencies to provide the Security Services at NIMHANS, Bengaluru. Only Service charges to be quoted **in percentage excluding of all taxes, all other details such has Taxes, etc. i.e, detailed breakup of the cost should be provided under icon "Action column" by clicking the % symbol which will be mentioned as Added statutory components .**
  11. Any information / clarifications required by the Bidder can be obtained from the CAO's Office, NIMHANS (contact Mr. **Praseed Kumar, Ph-080-26995008/9448046840**) during working hours on any working days till the date of opening of Technical Bid OR at the time of pre-bid meeting.
  12. Any clarifications required by the Bidder related to Financial Bid can be obtained before the date of submission of the financial bid through eprocurement.
  13. Should a bidder find any discrepancies or omissions in any of the Technical Bid Documents or should be in doubt as to their meanings shall alone address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially affect the basis of the tender, but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
  14. **Notice Inviting Tender issued, any corrigendum / addendum issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders will form part of the Tender Document.**



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15. The work is estimated to be around Rs.10 Crore (Rupees Ten Crore only) per annum.
16. The Agency should be registered with PSARA and have at least 10 years' experience and should have provided similar services to Government / Semi-Government / Public Sector / Multi-National Companies for at least 5 years as on 1<sup>st</sup> June 2019. Amongst the ten years' experience, the Agency should have a minimum five year experience as on 1<sup>st</sup> June 2019 in a large Government/Public Sector/ Private Organization/Hospital with a minimum of 500 beds. Attested copies of Experience Certificates must be enclosed.
17. The Tenderer should have average annual financial turn-over of Rs.50 Crore (Fifty Crore) or above during the last three years ending **30<sup>th</sup> June 2019** (enclose copies of Audit Report certified by Chartered Accountant).
18. Bid or EMD Security of Rs. 100 Lakh (Rupees One Hundred lakh only) shall be deposited through online to The Director, NIMHANS, Bengaluru; **No Interest will be paid on this EMD Deposit. All the bidders should remit the EMD along with the Technical Bid**
19. Any tender not accompanied by an acceptable Earnest Money Deposit and not secured in the payment modes shall be rejected by the NIMHANS as non-responsive.
20. **The Earnest Money Deposit shall be forfeited:**
  - A. If the bidder withdraws from the Tender after tender opening during the period of tender validity;
  - B. In the case of a successful bidder, if the bidder fails within the specified time limit to
    - (a) Sign the Agreement; and/or
    - (b) Furnish the required Security deposit; and/or
    - (c) Deploy the required manpower
21. **Tenders without requisite Earnest Money will be summarily rejected.**
22. **Earnest Money Deposit is compulsory for all the bidders including State Government / Statutory Bodies / Enterprises / Undertakings etc.**
23. **Bidders may note the fact that their registrations with any other authority do not entitle them for exemption from payment of EMD.**
24. **RETURN OF EMD:**
  - A. Unsuccessful Bidders:**

The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders through RTGS/NEFT after the issue of Work Order to L1 Bidder through e-procurement portal.



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**B. Successful Bidder:**

EMD submitted by the L1 bidder will be converted into Security Deposit, if he fails to submit the Bank Guarantee and will be returned along with the final bill of the first year.

**C. In case of submission of EMD through Bank Guarantee:**

The Bank Guarantee of the L1 bidder will be returned on submission of the Bank Guarantee of Rs 1,00,00,000/- (Rupee One Crore only) valid for the period of one year plus two months within 10 days after the receipt of the work order **If extended:**

25. In the case of extension of the contract for a further period of two years, a separate Bank Guarantee should be submitted each year at 7.5% (seven point five percent) on the contract value of that particular year. Contract value for the second and third year will be arrived at considering the increase in the wages for that period as per the Government of India Notification. The Bank Guarantee submitted for the first year will be returned to the bidder immediately after submission of the Bank Guarantee for the second year and the Bank Guarantee submitted for the second year will be returned on submission of Bank Guarantee for the third year.
26. In case, the bidder, after quoting, withdraws from the tender or refuse/delay in commencing the work before finalization of the tender, the EMD will be forfeited.
27. In case the bidder stops the work abruptly the security services, The EMD/Bank Guarantee Submitted will be forfeited.
28. Release of final payments and retention monies (if any) outstanding on expiry or Completion of the contract including extended period shall be subject to the Bidder furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Bidder pursuant to the contracts to work within the premises of NIMHANS.
29. No interest will be paid on any deposit made by the bidder.
30. Only the bidder/bidders qualifying in the Technical Bid are allowed to participate in the Financial Bid.
31. **Incomplete details of the technical bids will be rejected summarily**
32. **Non-compliance of any of the conditions set forth herein above will result in the tender being rejected.**
33. Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Technical Bid till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated. Any



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effort by the bidder to influence the Client in the Client's Proposal evolution, Proposal Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.

34. **The successful bidder is requested to enter into an agreement within 15 days on the e-stamp as per the format enclosed in the document. The value of the e-stamp will be intimated after the award of work to L1 bidder.**
35. The nature of the tender is Two Bid System i.e. Technical Bid and Financial Bid. The rates are to be quoted in the Online Closed Financial Bid, at par with the system of e-procurement.  
**Note: The rates are to be quoted only online. The hard copy of the Financial Bid containing the rates will be summarily rejected.**
36. The Technical Bid Document, Financial Bid Document, Minutes of the Pre-Bid Meeting, Corrigenda and any other documents which form part of the Tender Document shall be signed by the same person with the same seal.
37. The Director NIMHANS reserved the right to reject any or all the tenders without assigning any reasons therefore and the Director's decisions shall be final and binding on all the bidders.
38. None of the terms and conditions of the supplier shall be applicable to the purchase contemplated hereunder, irrespective of it being attached to any documents to be provided to NIMHANS. Such exercise shall have no meaning and binding effect unless the same is accepted by NIMHANS in writing
39. Any dispute arising out of this will be subject to the jurisdiction of the Court in Bengaluru.

Sd/-,  
Director



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**TECHNICAL BID CONDITIONS of ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES, BENGALURU**

The Bidders are requested to submit the following in the '**TECHNICAL BID. PART**'

**1. Essential Criteria:**

- A. The bidder should have single contract of employing minimum of **300** Security manpower in last seven years from any reputed Private / Government Organization. Satisfactory certificate must also be enclosed in respect of the contract. **The Technical Bids of those bidders who do not satisfy this condition or who do not furnish the certificate will be summarily rejected.**
- B. **Financial position:** Average annual financial turnover (during the last three financial years) ending 31<sup>st</sup> March every year should be at least **Rs.50.00 Crore (Rupees Fifty crore only)**. IT returns or Audited balance sheets in support of the three years financial status of the company shall be submitted.
- C. The bidder should have the valid Central Labour License. Copy of the same should be submitted along with Technical Bid.
- D. **ESI & EPF Registration Copies:** Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration. The bidder must be registered under PF Act, ESI Act and Shops & Establishments Act. Copies of registration papers along with the code numbers attached to the bidder/company should be provided. The copies of the same should be furnished along with the Technical Bid.
- E. **Copy of Registration with Labor Commissioner:** The vendor should submit the copy of the Central Registration Certificate.

2. **After submission of the Technical Bid, the supporting documents will be verified for satisfaction of Essential Criteria. The Bid Documents of only those bidders who satisfy all the requirements of Essential Criteria will be evaluated as per the statement.**

3. **Customer Feedback of only those bidders who satisfy the above essential criteria will be taken.**

**4. Eligibility Criteria:**

- a. The bidder should have experience in the said work and shall submit the documentary evidence for the same as mentioned below, **failing which the bidder will not be qualified for the Technical Bid / Offer.**
- b. Notwithstanding anything stated in the tender document, NIMHANS reserves the right to assess the bidder's capability and capacity to perform the contract, should the



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circumstances warrant such an assessment in the overall interest of NIMHANS and the decision of NIMHANS in this regard shall be final and binding.

**c. Technical Bid Evaluation and Selection Criteria:**

d. Bidders who fulfill essential criteria will be evaluated based on the following QCBS parameter:

A	NAME OF THE BIDDER				
B	<b>EMD</b>		<b>Rs.100,00,000/-</b>		
1	<b>Eligibility Criteria</b>				
	<b>Experience in similar class of work</b>				
	Works Particulars		Work order per annum (in Lakh)	Marks Break Up	Bidders Scored
	A	Single work	1000.00	20	
	B	Two Works	500.00		
	c	Four works	250.00		
2	<b>Work Experience</b>				
	Work Experience in any Institute of higher offices such as AIIMS / JIPMER / PGI CHANDIGARH or equivalent		5		
	Work Experience in Central-Govt. / Central autonomous body / central PSUs / PWDs / CPWD / MES / Railways / Public Sector/IISC/IIM etc		5		
	Work Experience in Reputed Private Hospitals with not less than 500 beds		5		
	Registration of Bidder (Minimum period of five years or more)		3		
	Banker's Solvency (Rs.1000 lakh)		5		
	ISO Certification ISO 9001:2008, SA 8000:2008, OHSAS 18001:2007, ENISO 14001:2004 followed at least effect from 1 year (3 MARKS EACH)		12		
	Enclosing 3 years IT Returns / Form 16 attached		3		
	Valid EPF and ESI Registration Certificate (valid for past 5 years)		2		
	Whether the service provider/bidder has executed similar nature of contracts in Central/State /Autonomous Institutions/ Hospitals for 5 years (with Annual Turnover)		5		
	Whether the copy of financial statement like Profit and Loss Account, Balance Sheet etc in support of financial turnover at least Rs.20 crore per annum of establishment at least for 2 years are enclosed Validity of Tender for 120 days after opening the tender		1		
	EMD Enclosure		1		



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	Whether the service provider/bidder not involved in any court case to be declared (ANNEXURE-II)	1	
	Company's back ground verification by the Police Department	2	
	Experience in working NABH accredited public/private hospitals with minimum of 300 bedded hospitals	5	
	Holding of Bank Account for minimum of 5 years in the name of the bidder	2	
	Certificate confirming that no near relative duly attested by Notary Public/Executive Magistrate in Rs.200 non-judicial paper attached ANNEXURE-I	1	
<b>3</b>	<b>Customer Feedback</b>	6	
	Holding valid office at Bangalore with the Registration certificate, ANNEXURE-III	6	
	Holding of valid BBMP Licence, PAN Card, TAN Certificate, Aadhar card and GST Certificate (1mark each)	5	
	<b>Value Added Service</b>	5	
	Total Marks	<b>100</b>	
	Aggregate Marks	<b>65</b>	
	<b>Remarks</b>		
	<b>Recommendation</b>		

- The technical bid document submitted by the bidders will be evaluated on a maximum of 100 marks. Against this marking, those bidders who secure 65 marks or above will be invited to participate in e-bidding.
- Customer Feedback (Only for those bidders who satisfy all the Essential Criteria):** The bidders should send the references of minimum **three clients** as under (**Statement given in Proforma- H**):
- Value Added Service:** The bidder may mention any services which may be considered as Value Added Service. The information other than the information provided along with this tender and which is a value added services shall be furnished by the bidder under category. The information shall be furnished as per the format given under Proforma-J.
- Feedbacks from the clients will be obtained on the following parameters. Average of the feedbacks from the clients will be arrived at and the marks will be given accordingly. If the feedback is received from less than three clients, the same will be considered as the feedback received from three clients only and the average will be calculated accordingly.**





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9. The bidders shall coordinate for the site visit of their qualifying works with their clients. NIMHANS will visit the sites of any two of the three clients of the bidder.

#### 10. Customer Feedback Form

Sl. No	Particulars	Marks
1	Work Quality and Reporting	1.5
2	Quality of Manpower	1.5
3	Response and Support	1.5
4	Legal Compliance	1.5
	TOTAL	6.0

#### 11. Other Conditions:

- a) The bidder should possess GST Registration Certificate and furnish the copy of the same along with the Technical Bid.
- b) Bidders who are debarred/ blacklisted in other utilities in India will not be considered. The bidder shall submit the certificate to the effect that the bidder is not blacklisted by any Central / State Government organization / PSU /Hospitals during the last three years. Certificate should be in the company letterhead. (Please refer Performa I)**
- c) The bidder shall submit all the necessary documentary evidence such as:
- Details of Banker and Cash Credit limit
  - Details of constitution of the company (Proprietorship/ Limited/ Pvt. Ltd. along with details)
  - Memorandum & Articles of Association of the Company
  - Organization Chart of the company
  - Details of infrastructure in Bengaluru (offices, No. of employees etc.).
  - The staff deployed by the vendor should possess Aadhar Card, any other valid Age Proof and proof of police verification of each staff. The copies of the same shall be submitted on demand from NIMHANS.**
  - The successful Bidders shall maintain an office at Bengaluru during the period of contract.**

#### 12. Additional Conditions:

- Bidder should provide information regarding any current litigation in which the bidder is involved.
- In the event of the tender being submitted by a partnership bidder, the tender must be signed separately and legibly by each partner or member of the bidder, above their full names and current addresses, or, in their absence, the tender must be signed by a person



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holding Power of Attorney on behalf of the bidder concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender. Certified true copy (attested only by Gazetted Officer) of the partnership deed, full names and current addresses of all the partners of the bidder must be enclosed along with the tender submitted by the partnership bidder. The Partnership Deed must have been entered into before the date of notification.

- III. If the application is made by a limited company or a limited Corporation, it shall be signed by duly authorized person holding the power of attorney which power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.
- IV. If the application is made by a group of bidders, it shall be accompanied by a legal document signed by all parties to the joint venture/consortium considering therein a clear and a definite manner the proposed administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party, the authorized representative of the joint venture and an undertaking that the several parties are jointly and severally liable to the employer for the performance of the contract together with the details of experience and past performance of each of the parties to the joint venture on works of a similar nature within the past three years, current works on hand and other contractual commitments. Proof of the Registration of the Joint Venture shall also accompany this Tender, failing which the tender will be rejected by the accepting authority.
- V. In the case of joint ventures, the Annual Maintenance Contracts executed by them after the registration of the joint venture will only be considered for Technical Evaluation.
- VI. Wherever the bidder is a joint venture of two or more bidders, a statement signed by all parties to the joint venture, of the proposed administrative arrangements for the management and execution the contract, the duties, responsibilities and scope of work to be undertaken by each party, the authorized representative of the joint venture, and an undertaking that the several parties are jointly and severally liable to the Employer for the performance of the contract.
- VII. Partnership or a limited company or corporation or a joint venture or a Consortium should have been in existence before the date of advertising this tender.
- VIII. The bidder applying as a company or a joint venture or any other bidder/organization/Consortium should have the similar work experience in its own name.
- IX. **MOUs shall not be considered.**

**13. Price Bid:**

**Top Five bidders who score the highest in the Presentation will be allowed for participating**



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in the financial as per QCBS format.

The contract will be extended for second and third years with the minimum wages as per Government of India Notification as on date.

#### 14. Award of Contract

The Institute will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract.

The contract may be awarded in the following manner:

Contract value will be divided into 50% to 60% and 40% to 50%. L1 bidder will be awarded up to 60% (50% to 60%) of the value of work.

After negotiations, if L2 bidder is agreeable to take up the work at L1 quoted rate, remaining 40% to 50% of the work will be awarded to L2 bidder at L1 rate.

If the L2 bidder does not agree to take up the work at L1 quoted rate, L3 bidder will be invited for negotiations, and if L3 bidder is agreeable to take up the work at L1 quoted rate, remaining 40% to 50% of the work will be awarded to L3 bidder at L1 rate.

If the L3 bidder does not agree to take up the work at L1 quoted rate, L4 bidder will be invited for negotiations, and if L4 bidder is agreeable to take up the work at L1 quoted rate, remaining 40% to 50% of the work will be awarded to L4 bidder at L1 rate and so on.

In this case, work will be distributed to the two successful bidders area-wise.

#### 15. Combined Evaluation:

After the Financial Bid, the bidders who have participated in the Financial Bid will be evaluated in the following manner.

The marks obtained in the Presentation will carry 60% weightage and the rates quoted will carry 40% weightage.

**Example:** In response to the tender, five bids A, B, C, D & E have been received. Their bids were evaluated technically, and all the bidders are qualified in the Technical Bid and they have been invited for the Presentation and the bidders have been awarded marks on the basis of the presentation. Among them, four bidders A, B, C, D & E have scored the highest and they have been invited for financial bid. The technical Evaluation Committee awarded the bidders



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75, 80, 90, 92 and 95 points respectively.

The financial bids were opened, and the bidders quoted the rates as under: Quoted rate is arrived at on the basis of the average of the quote for the three years excluding GST.

<u>Proposal</u>	<u>Quoted rate</u>
A	Rs.120.00
B	Rs.100.00
C	Rs.110.00
D	Rs.105.00
E	Rs.125.00

Using the formula  $LQR/QR$ , where LQR stands for Lowest Quoted Rate and QR stands for Quoted Rate by each bidder, the committee gave them the following points for financial bid.

**Top Five bidders who score the highest will be allowed for participating in the financial bid through QCBS format.**

## 16. SCOPE OF WORK

### **ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF MENTAL SCIENCES AND NEURO SCIENCES, BENGALURU**

#### **SCOPE OF SERVICES TO BE COVERED BY THE AGENCY WHO WILL PROVIDE THE SECURITY SERVICES.**

All the services as listed below are to be provided in NIMHANS and the entire complex including Administration Block, Academic block, Convention Centre, Library Block, Guest House, the entire Hospital complex and the surrounding area including the landscape. The Bidder shall acquaint himself with the proposed site of work, its approach roads, working space available etc. before submitting the quotation.

#### **1.SECURITY**

The Contractor shall have to provide the security services in the Institute. The Contractor shall ensure protection of the personnel & property of the Institute, prevent trespassers in the assigned area with/ without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and unauthorized vehicle into the Institute campus.



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## 2.DUTIES AND RESPONSIBILITIES OF SECURITY STAFF:

1. The Security Officer will be responsible for overall security arrangement of the Institute covered in the Contract.
2. Security Officer will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
4. No servicers are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the Contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of NIMHANS will keep the Identity cards with them for checking and allowing entry by the security personnel.
6. Deployment of Guards/ Gunmen/ Security Supervisors will be carried out after discussing with the authorities of NIMHANS.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/ Guard will also take round of all the important and sensitive points of the premises as specified by the Institute.
9. Security personnel shall also perform door-keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/ bicycles parked in the parking sites located within the premises of the Institute other than the areas covered under different Contract.
11. Entry of the street-dogs, stray cattle and Monkeys into the premises is to be prevented.
12. The Guards on patrol duty should take care of all the water taps, valves, and water hydrants, etc. installed in the open all over the premises.



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13. It should be ensured that the flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles. The Security Guards/ Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities. They will also conduct mock fire fighting drills.
14. In emergent situations, security staff/ supervisor deployed shall also participate as per their role defined in the disaster plan if any, of the Institute. Guards/ Supervisors should be sensitized for their role in such situations.
15. The Security Supervisor/ Guards are required to be courteous & display mature behavior, especially towards female staff and female visitors. The Security Guard on duty shall not leave the premises until his reliever reports for duty. Any other provisions as advised by the Institute may be incorporated in the agreement. The same shall also be binding on the Contractor.
17. The agency shall remain in touch with the fire fighting department/ police and as and when their services are required, the agency shall coordinate and co-operate with them.
18. The agency shall provide round the clock security in the NIMHANS Complex. There shall be one Officer, who should be an Ex-serviceman. He should be assisted by twelve Security Supervisors. The agency shall also provide the services of trained security guards, which shall not be less than 100 (Hundred) persons.
19. The Agency shall provide Walkie –Talkie & mobile phones to its Officer and Supervisors, so that they can be contacted at any time. An internal landline connection will be provided by the Institute at the Control Room to be provided to the Security Agency.
20. The security supervisors should be an Ex-Serviceman at JCO level below the age of 55 years and security guards should be between the ages of 25 to 35 years with well built/ sound health and must be 12th Standard pass.
21. The security staff shall be employed after having been declared medically fit by the competent authority.
22. The list of names/ address of the employees appointed by the Agency including those as leave reserve shall be made available to the Institute authorities.



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23. In case of any loss or theft of Institute equipment's, furniture, etc. attributable to the negligence of the security personnel as decided by the authorities, it shall be made good by the agency and in the event of failure on their part to do so within a period of 10 days, the loss shall be made good by the encashment of Bank Guarantee and if the amount of loss or damage exceeds the amount of Bank Guarantee, then the remaining amount shall be recovered from the agency.
24. The Agency should possess the valid license under the Contract Labour (Regulation and Abolition) Act, 1970 from the appropriate authority.
25. The Agency shall take due care to comply with the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 including all other legal obligations, like Policy Changes proposed by the Government or legal amendments from time to time, during the period of the Contract.
26. The agency should have valid registration certificate with labour Department (Central)
27. Biometry of attendance would be introduced by the agency with entry and exit point and 6 patrolling biometry to be provided and location will be identified by NIMHANS.
28. 10% of the total security staff of each shift be available as Quick response Team (QRT) on the campus to report within 120 seconds of the incidence.
29. 50 % of the security staff would be changed once in 3 months. The total security currently existing would be flushed out except for 10 persons nominated by the Director to be continued.
30. The ratio of Security Supervisor and Security Guards would be 1:15, further all the supervisors on duty to be provided with walkie-talkie.
31. Private ambulance, auto rickshaws, street hawkers and vendors need to be blocked within the hospital and administrative block area and roads leading to the hospital premises GPRS connection between the security officer and designated NIMHANS Officer should be provided.
32. Patrolling at the entire campus to be intensified with 2 wheeler/4 wheeler round the clock and entry to be made in the biometric system.
33. 10% of the total security guards should be female



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We need around 210 skilled personnel to carry out the required security services in a smooth and efficient manner. Out of the 210 skilled personnel [20 female and 190 male personnel].

### 3. Other Conditions

- a) If a particular person is absent on any day, another person should be deployed in his/her place. The personnel should attend to work punctually and complete the work of the office daily. The personnel will perform all the duties assigned to the bidder and as specified by the INSTITUTE from time to time.
- b) The employees engaged by the bidder will be in the employment of the bidder only and not of the NIMHANS.
- c) **During weekly holidays, Festival holidays and any other holidays, suitable manpower should be deputed.**

### **4. SPECIAL TERMS AND CONDITIONS**

- a. Security Manpower for various works should be made available. The Manpower shall be able to perform various works as well as field duties.
- b. The Personnel deployed by the Bidder will be the employees of the Bidder in all respects. The INSTITUTE will not accept any responsibility whatsoever in regard to the personnel provided by the Bidder. The bidder shall fully indemnify INSTITUTE in this respect.
- c. The selected Bidder has to enter into an Agreement on Non Judicial stamp paper of the prescribed value at his own cost with the NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES BENGALURU. **Please see Proforma B for the specimen.**
- d. The Bidder shall be responsible to register itself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under, if required it must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES BENGALURU as may be required by the Act / Rules and shall indemnify INSTITUTE against any penalties/claims arising out of any event, accident or of any default on its part. A copy of the certificate of registration and Licenses of the bidder to be verified by The INSTITUTE with originals.
- e. **The INSTITUTE will not be responsible financially or otherwise for any causality/disablement/death caused to any staff of the Bidder, while providing the services under this agreement. The Bidder Shall obtain adequate insurance policy and police verification with Aadhar Card (UID) in respect of all his staff, engaged by him in the execution of this contract work, against all risks as may be required under any provisions of law and to meet the liability of compensation arising out of such**





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**injury/disablement/death at work site and carry out complete obligations under the said Act / Rules and furnish all information to the NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES BENGALURU and shall indemnify INSTITUTE against any such penalties/claims out of default on its part.**

#### **5. PENALTY CLAUSE**

- a. The Director, NIMHANS, shall be entitled to impose a penalty on account of any breach of Contract after providing an opportunity to the Agency to rectify or taking remedial actions to rectify the breach of Contract within stipulated time and the Agency having failed to do so. The penalty, on the first occasion shall be to the extent of Rs. 1,00,000 (Rupees One Lakh only) upon the agency weighing the gravity of breach, violation or contravention of any of the terms & conditions contained therein brought to the notice of the DIRECTOR, NIMHANS. If the same lapse is repeated, the extent of penalty will be doubled on each such occasion. The decision of the Director in this regard shall be final and binding upon the agency. The penalty will be deducted from the subsequent bill(s) to be submitted by the Tenderer.
- b. The Tenderer will be responsible for handing over of all the equipments/ fixtures/ installations in full working condition back to the Institute at the end of the Contract period and up to the satisfaction of the Competent Authority.
- c. The successful Tenderer has to execute the Agreement in the prescribed format. All the Terms and Conditions notified in this Tender shall become the part of the agreement.

#### **6. SCHEDULE OF AREAS TO BE COVERED FOR PROVIDING SECURITY SERVICES AT NIMHANS**

- 1) Bannerghatta Circle Campus.
- 2) Cauvery Hostel and its surroundings including Student Nurses Hostel.
- 3) Library Block.
- 4) CARF and its surroundings.
- 5) Director's Office and Administrative Block.
- 6) Hostels.
- 7) The entire Hospital area covering the Special Wards, Open Wards, Hospital Administrative Block, Medical Stores, Arts Theatre, Society Block, OPD & Casualty Block, Neuro Centre, Rehabilitation Block, Kitchen, Laundry, Mortuary, Garden, Residential Quarters located at the Hospital, Krishna Guest House and Convention Centre, Lakshmi Mittal Rest Home, Infosys Foundation Dharmashala etc.,
- 8) Nurses Hostel at Byrasandra and Staff Quarters and surroundings.
- 9) General Supervision of the Flower Garden at the NIMHANS Campus, vacant lands of the Institute to prevent encroachment /unauthorized entry.



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- 10) Kyasalahalli (Northern Campus)
- 11) Any other area/ areas which may be included from time to time.

## 7. SPECIFIC INSTRUCTIONS TO BIDDERS

- a. **Bidder will conduct interview of candidates after selecting them. The bidder shall issue appointment orders to the candidates.**
- b. The bidder shall arrange to provide alternate staff in case of absence of regular staff.
- c. Traveling/daily allowances shall not be payable to the Bidder, its representatives, officials and consultants engaged by it for their visit to NIMHANS, offices of local authorities, Employer Office or any other place in Bengaluru.
- d. The bidder shall provide one set of proper uniform to staff consisting of full pants, shirts and shoes for male staff and overcoats for female staff. The bidder shall also provide badges/identity cards to the staff and shall ensure that their turnout is neat and clean in all respects.
- e. **Salary should be given on or before 7<sup>th</sup> of every month. The bidder shall make salary payment directly to the bank account of the individual employee. No payment shall be made through cash. The bidder shall give salary slip to individual employee every month.**
- f. **Biometric system of attendance must be maintained by the bidder for all the outsourced employees and their attendance report should be submitted every month along with the monthly bill.**
- g. **The employees engaged by the bidder will be in employment of the bidder only and not of the NIMHANS.**
- h. No sub-contracting of any work or part of the work would be allowed.
- i. The staff provided by the bidder are in case found to be indulging in any undesirable or unfair activities in the premises, the bidder will solely be responsible for all the consequences apart from the liberty of office to lodge complaints before appropriate authorities.
- j. The bidder must be registered with Labor Commissioner and have a service base in Bengaluru with enough manpower.
- k. The bidder shall ensure that none of their employees will be a member, of any of the Employees Union(s) of the Central union of Government employees, or take any interest in its activities.
- l. After the expiry of the agreement period, the service shall not be continued taking as deemed extension of period.



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- m. Compensation will not be paid if the security personnel is absent from the duty.
- n. The institute will not be liable for any of the unauthorized acts committed by the employees/supervisor/agents of the bidder and the institute shall be kept fully indemnified and harmless on that behalf. In case of any loss/damage etc., being caused to the institute on account of any negligence, carelessness or act of omissions by the employees/staff of the bidder, the bidder shall make good the loss or damage.
- o. All charges / compensations on account of damage, loss, theft or accident are to be paid by the bidder and he shall be solely responsible for making payments to claimants.
- p. NIMHANS may demand for the deployment of more number of staff at the sites of upcoming construction projects at the existing campus and new campus.
- q. **For such additional requirement of the staff, prior notice of seven days will be given to the bidder on the same terms and conditions of the contract and at the same rates quoted by the bidder.**
- r. The Institute will not provide any residential space for accommodation to the bidder. The bidder has to make his own arrangement for the accommodation of the deployed staff.

Sd/-

Director



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**CHECK-LIST FOR PRE-QUALIFICATION BID FOR PROVIDING SECURITY SERVICES.**

Sl. No.	Particulars	YES/ NO
1	Whether a copy of the Establishment in Bengaluru Registration Certificate is enclosed	
2	Whether a copy of valid Trade License (BBMP)	
3	Whether a copy of PAN Card is enclosed.	
4	Whether a copy of TAN Certificate is enclosed.	
5	Whether a copy of the AADHAR Card/ Udyog AADHAR Card in enclosed	
6	Whether a copy of last 3 years IT return filed by the establishment (Form-16) is enclosed	
7	Whether a copy of the valid Goods and Service Tax Registration Certificate and Returns from July 2017 to 2019	
8	Whether a copy of the valid E.P.F. Registration Certificate and Challans for past 5years.	
9	Whether a copy of the valid E.S.I. Registration Certificate Challans for past 5years.	
10	Whether a copy of the valid Registration/Licence obtained with the Labour Department is enclosed.	
11	Whether copy of Financial Statements like Profit & Loss Account, Balance Sheet etc., in support of financial turnover atleast 50 Cr Per Annum of the establishment atleast for two years is enclosed	
12	Whether copy of Statement of Bank A/C for the last financial year in the name of the Establishment is enclosed	
13	Whether, the Service Provider/Bidder have executed similar nature of Contract in Central/State Government Department/ Hospital for the last 5 years ( preference will be given for service provided to Hospital/ Institutions) (Proof should be enclosed) Single work Done Certificate.	
14	Whether Contract/Order copy of similar work carried out by the Service Provider/Bidder to any Government Organizations /PSUs/ Hospital/ Institutions as on the date of submission of Tender is attached at least one Work done Certificate of Rs. 10,00,00,000	



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15	Whether the Annexure-A (Details of the Bidder's Establishment) is duly filled in and signed	
16	Whether the Annexure-B (Undertaking by the Service Provider/Bidder) is duly filled in and signed	
17	Whether the Annexure-C (Declaration by the Service Provider/Bidder regarding Court Cases) is duly filled in and signed	
18	Whether Earnest Money Deposit as per the Tender is enclosed	
19	Whether the Offer is valid for 120 days from the date of opening of the Tender	
20	Whether the certificate regarding "NO NEAR RELATIVE" duly attested by Notary Public/Executive Magistrate in Rs.200/- Non-Judicial Stamp Paper attached. (Annexure-G)	
21	Work order will be issued after the successful completion of the tender process.	
22	Valid Solvency Certificate issued from Nationalized Bank for Rs.10.00 Cr	
23	i)ISO 9001:2008 ii) SA 8000:2008 iii) OHSAS 18001:2007 followed at least effect from one year.	
24	Company Background Verification from the Police Department.	
25	Whether a copy of Valid Central Labour License obtained at least for 300 employees	

**Note: If any document listed above is not supplied, Tender is liable to be rejected.**

**Signature of the Bidder :**

**Name :**

**Address :**

**Telephone No:**



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Annexure-I

**PROFORMA FOR NO NEAR RELATIVE(S) CERTIFICATE \***

I \_\_\_\_\_ S/oShri/Smt. \_\_\_\_\_  
\_\_\_\_\_ on behalf of \_\_\_\_\_ hereby certify that none of my/our relative(s)  
as defined in clause 6.20 of the General Terms and Conditions for Work Package is/are employed in  
NIMHANS . In case at any stage, it is found that the information given by me/us is false/incorrect, the  
NIMHANS shall have the absolute right to take any action as deemed fit, without any prior intimation  
to me/us.

(Signature of Authorized Signatory  
of the Service Provider/Bidder with Seal)

Name in full :

Date : .....

Place : .....

\* To be executed on Rs.200/- Non-Judicial Stamp Paper & attested by Notary Public/Executive Magistrate by the Bidder.



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**ANNEXURE-II**

**DECLARATION BY THE BIDDER REGARDING COURT CASES**

**(To be provided by the Bidder with EoI/Tender On the letter head of the Bidder)**

I/We hereby undertake that our establishment do not have any legal suit/criminal case either pending against me/us/Partner(s)/Proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.

OR

I/We hereby undertake that our establishment is having the following legal suit/criminal case pending against me/us/Proprietor/Partner (s)/Directors (in the case of Company), of which the details are furnished below:

Sl. No.	Case Number and the details of the Honorable Court	Nature of the Case	Name of the Parties involved
1			
2			
3			

Note : Strike out whichever is not applicable.

Date : ..... (Signature of Authorized Signatory with Seal)

Place : ..... Name in full :



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**Annexure –III**

**DETAILS OF THE BIDDER'S ESTABLISHMENT**

**(To be provided by the Bidder with each EOI /Tender)**

***PASSPORT SIZE PHOTO OF THE PERSON SIGNING Eoi/Tender TO BE PASTED HERE***

1	Name of the Bidder/Tendering Company/Firm/Agency	
2(a)	Full Address of the Registered Office	
2(b)	Telephone No. & Mobile No.	
2(c)	Fax No.	
2(d)	E mail address	
3	Full Address of Operating Branch Office, if any	
3(a)	Telephone No. & Mobile No.	
3(b)	Fax No.	
3(c)	E mail address	
4	Indicate the Organizational status of the Service Provider	
5	Under which Act/Rule the Service Provider/Bidder/Tendering Company/Firm/Agency is registered	
6	Registration No. & Date of Registration	
7	Name of the Proprietor/Manager/ President/Secretary/Chief Executive with address and contact phone No.	





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8	Name of Partners/Shareholders/ Directors/Executives/Officers of the Service Providers as defined under clause 6.18 of the General Terms and Conditions of the Work Package (If required attached additional sheet)	
9	Whether any of the persons mentioned in serial No.7 & 8 are being included as a part of the work force	
10	Whether any near relative of the Proprietor/Office bearers is/are working in NIMHANS, if so details (Please see Annexure-G)	
11	Whether any known employee (other than above) is working in NIMHANS (give details)	
12	Copy of the Memorandum of Association & Bye-Law of the Company/Society/Firm/ Establishment in full.	
12(a).	Indicate the relevant clause of the Memorandum/Bye-Law enabling the Service Provider to undertake Work as under clause 6.1 of the General Terms and Conditions	
13	Valid PAN No. & Year	
14	Valid TAN No. & Year	
15	Valid AADHAR Card No./Udyog AADHAR Card No.	
16	Valid Goods & Service Tax Registration No. & Year	
17	Valid EPF Registration No. & Year	
18	Valid ESI Registration No. & Year	



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19	Bank Account Details of the Service Provider Name of the Bank Account No. IFSC Code	
20	The details of the Works of similar nature handled by the Tendering firm/Agency during the last 04 years to any CPSU/State PSU shall be submitted in the following format and documentary proof should be attached.	

Sl. No.	Details of Client along with Address, Telephone & Fax No.	Value of Contract (Rupees in Lakhs)	Contract period		
			From	To	
(a)					
(b)					
(c)					
(d)					
21	Details of Service Tax collected and remitted during the last 03 years or for applicable years if less than 03 (documentary proof should be attached)				
Sl. No.	Details of Client along with Address, Telephone & Fax No.	Contract period		Amount of Service Tax Collected in Rs.	Amount of Service Tax remitted to Government in Rs.
		From	To		
(a)					
(b)					
(c)					
22	Whether the Service Provider/ Bidder provides work-force to any Establishments in Bengaluru other than NIMHANS. If so, give the details				



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Note:- If any of the above columns are kept unfilled and not supported by documentary proof, such EOIs/Tenders will be summarily rejected by the Service Receiver.

**DECLARATION**

I/We hereby declare that the information furnished above are true and correct to the best of my/our knowledge and belief.

Date : ..... (Signature of Authorized Signatory with Seal)

Place : ..... Name in full :



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**Pre-Bid Meeting:**

If a pre-Tender meeting is convened the Tenderers' designated representative is invited to attend at the venue and time stated in the Invitation to Tender. The purpose of the meeting is to clarify any issues and to sort out any doubts/ questions on any matter that may be raised at later date.

The Tenderer is requested as far as possible to submit any questions in writing, to reach the Tendering Authority not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- a. Minutes of the meeting including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted through the website corrigendum.
- b. Any modification of the Tender documents which may become necessary as a result of the pre-Tender meeting shall be made by the Tendering authority exclusively through the issue of a Tender corrigendum/ addendum/ both.
- c. Non attendance at the pre-Tender meeting shall be considered and the tender/s shall be disqualified if the proceedings of the Meeting not incorporated properly in their Tender.

The Date, Time and Venue of the Pre-Bid Meeting will be as follows:-:

Date of Pre-Bid Meeting: 05.02.2020

Time: 11:00Hrs

Venue: NIMHANS,

Directors Committee Room

NIMHANS,

Bengaluru – 560 029

Focal Point:

Mr. PRASEED KUMAR (CAO)

NIMHANS,

Bengaluru – 560 029.



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Interested Vendor[s] may please provide the details of the representative[s] taking part in the Pre-Bid meeting well in advance in order to arrange for Security clearance.

Please note that request for “pre-ponement /postponement of Pre-Bid meeting” will not be entertained under any circumstances.

Focal Point:

Mr. PRASEED KUMAR (CAO)  
NIMHANS,  
Bengaluru – 560 029.

Interested Vendor[s] may please provide the details of the representative[s] taking part in the Pre-Bid meeting well in advance in order to arrange for Security clearance.

Please note that request for “preponment /postponement of Pre-Bid meeting” will not be entertained under any circumstances.



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**PROFORMA – A**

**ACCEPTANCE OF TERMS AND CONDITIONS**

(Please submit this acceptance letter in your letter head with technical bid)

To

The Director,  
NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES Bengaluru  
Hosur Road,  
Bengaluru - 560 029

**ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF  
MENTAL SCIENCES AND NEURO SCIENCES, BENGALURU**

**CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:**

I/We have read and examined the Notice Inviting Tender and all its components the draft agreement to be entered with the NIMHANS and understood all other relevant particulars.

I/We are fully qualified to do the said work and have understood the scope of work, terms and conditions, NIMHANS time schedule and the rates will be quoted separately in "**Financial-bid**" furnished.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

I/We agree that until a regular agreement is executed, this document with the NIMHANS written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Bidder



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**PROFORMA – B**

**AGREEMENT WITH THE BIDDER**

(To be executed On Non Judicial Stamp Paper of the value of Rs. \_\_\_\_\_ within 15 Days of Issue of Letter of Award)

**AGREEMENT**

Articles of Agreement for **ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF MENTAL SCIENCES AND NEURO SCIENCES, BENGALURU**, is executed (Agreement <on the date and day> of ..... in two thousand twenty”

**Between**

**NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES (“NIMHANS”)**

Registered under the Karnataka’s Society’s Act, 1974, having its registered office at Hosur Road, Bengaluru 560 029 , represented through its Director (hereinafter called which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **One Part**;

**And** \_\_\_\_\_, an organization duly incorporated under the applicable laws of India and having its office

\_\_\_\_\_  
\_\_\_\_\_

represented by its Proprietor \_\_\_\_\_ hereinafter called Bidder” (Which called expression shall include its successors and assigns wherever the context or meaning shall So require or permit) of the Other Part NIMHANS, and the Bidder shall be individually referred to as "**Party**" and jointly referred to as "**Parties**".

**Whereas**

NIMHANS has, through the Tender dated \_\_\_\_\_ invited reputed bidders for executing the works in connection with **“ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF MENTAL SCIENCES AND NEURO SCIENCES, BENGALURU,**

The Bidder, being the successful bidder has been issued the Work Order dated \_\_\_\_\_ bearing number \_\_\_\_\_.



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NIMHANS and the Bidder agree to bind themselves on the terms and conditions hereinafter mutually agreed to.

**Hence this Agreement is now made and entered into and both the Parties agree as follows:**

- 1. Scope of Work:** The Scope of Work shall be as per the stipulations contained in the Work Order bearing number \_\_\_\_\_ dated \_\_\_\_\_, and the terms contained in the Tender documents on **ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF MENTAL SCIENCES AND NEURO SCIENCES, BENGALURU**, "dated \_\_\_\_\_. The approximate value of the project, as per the Work Order is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) exclusive of applicable Service tax.
- 2. Term: Time is the essence of the Contract.** The Bidder shall execute and fully complete all the works specified in the Work Order, i.e., within \_\_\_\_\_ from the date stipulated in the Work Order and in the manner and pursuant to the terms, obligations and conditions set forth herein and in the said Tender and Work Order.
- 3. Payment Terms:** In consideration of the work done under this Agreement, NIMHANS agrees to pay the Bidder on man-month basis as mentioned in the tender document. The Bidder shall be responsible for payment of all applicable Taxes on the contract.
  - i. The Bidder shall promptly raise an invoice on man-month basis to NIMHANS on the completion of work at each stage as per the Tender terms before the 2<sup>nd</sup> day of the subsequent month, for the works completed in the previous stage.
  - ii. NIMHANS will pay such invoice within Seven (7) working days from the date of submission of the undisputed invoice to Accounts Section.
  - iii. On receipt of the Final payments, the Bidder shall furnish a "No Certificate" to NIMHANS.
- 4. Taxes:** The prices quoted by the bidder shall exclusive of all taxes as applicable and GST.
- 5. Obligations of Bidder:**
  - a. The Bidder shall take all appropriate and reasonable efforts to complete the work at NIMHANS to the satisfaction of NIMHANS in a timely and effective manner.
  - b. The Bidder shall comply with all the Terms of this Agreement.
  - c. The Bidder shall be responsible for complying with all the applicable Laws and NIMHANS shall not be held liable for any default of the Bidder in this regard.
  - d. The Bidder shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at NIMHANS are its employees. The Bidder shall be solely responsible for payment and provision to those employees and personnel of salaries, wages, allowances and all applicable benefits such as EPF, ESI under the applicable law for the time being in force.





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The Bidder shall complete the work to the satisfaction of NIMHANS as per the instructions of the authorized officer of NIMHANS.

6. **Insurance:** The Bidder shall provide for adequate insurance cover to his employees. The Bidder shall ensure that the said insurance includes all liabilities, which would cover material and compensation, third party liabilities etc. The Bidder shall produce evidence of insurance coverage for all above before submitting invoices for payment. Such Insurance Policy shall be obtained from a reputed insurer and in the terms approved by NIMHANS; - OR - If the Bidder has a blanket insurance policy for all his Works and the policy covers all the services to be insured under this Agreement, the Bidder may assign such policy in favour of NIMHANS.
7. **Indemnity:** The Bidder shall be responsible for any accident and all compensation payable to anybody including contract labour employed by or out of the Agreement or arising out of and in the course of execution of this Agreement. NIMHANS shall not be responsible or liable for making any payment whatsoever, which is to be made by the Bidder. If for any reason NIMHANS is made liable to pay compensation for any accident arising out of and in the course of execution of this Agreement, the Bidder shall indemnify NIMHANS to the fullest extent of compensation awarded or ordered by any Authority.

In the event of the non-fulfilment in any respect of the said terms, obligations and conditions on the part of the Bidder, the Bidder shall pay NIMHANS, all losses, damages, costs, charges and expenses, including legal expenses as NIMHANS may be directly or indirectly put to in consequence of such non-fulfilment by the Bidder.

8. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Agreement, except to the extent that is already in public knowledge/domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and thereafter for a period of five years from the date of termination for whatever reason.
9. **Termination:** If the work is not carried out as prescribed in the Work Order, NIMHANS has the authority to terminate the Agreement/Contract as a whole at the risk and cost of the Bidder, with the prior notice of one month.



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES

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Ph-080-26995021/5008

Email: [pro.nimhans@gmail.com](mailto:pro.nimhans@gmail.com)

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The Institute will be entitled to terminate the contract forthwith in the event of the bidder committing breach of any of the terms and conditions stipulated in this schedule and the decision of the Chief Administrative Officer is final and binding on the bidder.

**10. Miscellaneous:**

- a. **Relationship of Parties:** Nothing contained in this Agreement shall be construed as creating a partnership between the Parties or as deeming either Party as an agent or representative of or employee of the other. Neither party may act as the agent of the other party or incur any liability on behalf of the other party Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.
- b. **Assignment:** This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by the Bidder without the prior written consent of NIMHANS.
- c. **Publicity:** Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this Agreement. However, all press releases or other public announcements relating to this Agreement must be approved in advance and in writing, in each instance, by both the Parties.
- d. **Notice:** All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery consideration receipt and followed by physical copy mailed as set forth above.
- e. **Severability:** If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.
- f. **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.
- g. **Force Majeure:** No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by



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acts of God, Government Laws and Regulations, Strikes/lock-outs at the venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.

The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.

- h. **Entire Agreement:** The terms and conditions contained in the following documents are deemed to form part of this Agreement, namely, the Tender document including the Notice Inviting Tender, General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices, and the Drawings mentioned in the Specifications. The letter of Acceptance, Work Order and all the communication between the Parties will also form part of this Agreement.

In Witness Whereof the said parties hereto have hereunto set their hands.

**For NIMHANS**

**For Bidder**

Witnesses:

Witnesses:

1.

1.

2.

2.



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**PROFORMA – C**

**UNDERTAKING LETTER**

(Please submit this undertaking letter in your letter head with technical bid)

To

The Director,  
NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES Bengaluru  
Hosur Road,  
Bengaluru - 560 029

**ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF MENTAL SCIENCES AND NEURO SCIENCES, BENGALURU**

**Dear Sir,**

This has reference to your above Notice inviting the tender No \_\_\_\_\_ published in through Eprocurement and NIMHANS web site.

We hereby state that we M/s \_\_\_\_\_

have submitted the above tender documents duly filling at the appropriate places without making any alterations, corrections, omissions in the tender issued by the NIMHANS.

Signature & Name of the Bidder



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**PROFORMA – D**

**DETAILS REQUIRED FROM THE BIDDERS**

(Please submit this in your letter head with technical bid)

<b>SI No</b>	<b>Detail</b>	
1	Please quote your ESI No. [Enclose the copy of certificate issued by ESI Authorities]	
2	Please quote your PF No. [Enclose the copy of certificate issued by PF Authorities]	
3	ECS Code No.	
4	MICR No.	

Authorised Signatory



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**NIMHANS/2019-20/IND588**

**27/01/2020**

**PROFORMA – E**

**VENDOR BANK DETAIL FORM**

(Please submit this in your letter head with technical bid)

The NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES  
Bannerghatta Road Bengaluru –560 076

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

<b>Sl.No.</b>	<b>Particulars</b>	<b>Particulars</b>
1	Name of the Bidder/Organization	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers E-mail id	
5	Savings /current account number	
6	Name of the Bank	
7	Name of the branch with complete address	
8	IFSC Code	



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9	PAN Number	
10	GST Number	

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold NIMHANS responsible.

**Please find enclosed a cancelled cheque for your reference.**

Authorised Signatory:

Name:

Designation:

Date:

Signature attested by banker

Signature:

Name:

Designation:

Date:



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**PROFORMA – F**

**DECLARATION LETTER**

(Please submit this in your letter head along with technical bid)

To

The Director,  
NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES Bengaluru  
Hosur Road,  
Bengaluru - 560 029

**ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL INSTITUTE OF MENTAL SCIENCES  
AND NEURO SCIENCES, BENGALURU**

Dear Sir,

Please find herewith enclosed the Technical Bid document comprising of Terms & conditions, General & Special Conditions and Safety Code relating to the works specified in the Technical Bid Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Technical Bid, I / We hereby offer to execute the works specified in the said document in accordance with the conditions, scope of work & instructions in writing referred to in conditions of Technical Bid, articles of agreement, general conditions of contract, annexures, safety conditions and in all other respects in accordance with such conditions so far as they may be applicable.

**The document being read and understood all the contents of the Technical Bid Document do hereby accept all the Terms and conditions laid down in the said Technical Bid document and will abide by the same on acceptance and award of work.**

*Yours faithfully,*

**FOR M/s \_\_\_\_\_**





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**PROFORMA – G**

**Work experience shall be submitted in the following format (for previous five years)**

Sl. No.	Year	Name of the client with complete Postal Address and Contact Number Email Id	No of Manpower provided	Contract Value
1				
2				
3				
4				

**PROFORMA – H**

**Work experience shall be submitted in the following format (for previous five years)**

Sl. No.	Year	Name of the client with complete Postal Address and Contact Number Email Id	No of Manpower provided	Contract Value	Performance Certificate issued by the client (Yes/No)
1					
2					
3					
4					



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**PROFORMA – I**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER**

(To be executed and attested by Public Notary / Executive Magistrate  
on Rs.100/- non-judicial stamp paper by the Bidder)

I / We .....(*name of the bidder*) hereby declare that the bidder / bidder namely M/s .....(*name of the bidder of the bidder*) has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour courts.

**OR**

I / We .....(*name of the bidder*) hereby declare that the bidder / bidder namely M/s .....(*name of the bidder of the bidder*) was blacklisted or debarred by Union / State Government or any organization from taking part in Government tenders for a period ..... The period has been completed bidder on / .....bidder is entitled to take part in Government tenders.

In case the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by the Institute and the EMD submitted by the bidder will be forfeited.

In addition to the above, Institute will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

**Attested:**  
(Public Notary / Executive Magistrate)

Name:  
Address:



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**PROFORMA – J**

**INFORMATION REGARDING VALUE ADDED SERVICE**