



EMRI Green Health Services

DMS Campus, Anna Salai, Teynampet, Chennai – 600 006. T +91 044 2888 8060 www.emri.in

Request for Proposal

Tender Reference Number:

TNHSP/EMRIGHS/TN/SCM/02/2023-24 dated 23.02.2024

Name of work: Providing Security staff TN EMRI TAMILNADU office, Tamil Nadu.

Owner: EMRI Green Health Services

DMS Campus, Anna Salai, Teynampet,

Chennai -600 006

T +91 044 2888 8060

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INVITATION OF BIDS

| DETAILS ABOUT TENDER: | | |
|---|--|--|
| Department Name | EMRI Green Health Services, Chennai | |
| Tender Reference No. | TNHSP/EMRIGHS/TN/SCM/02/2023-24 | |
| Name of The Project | Providing Security staff at EMRI GHS TAMIL NADU office, | |
| Name of Work | Chennai, Tamil Nadu Providing Security staff at EMRI GHS TAMIL NADU office, | |
| Period for Services | Chennai, Tamil Nadu 1 year | |
| Tender Type | Open Tender | |
| Tender Currency Type | Indian Rupees | |
| Joint Venture | Not applicable | |
| AMOUNT DETAILS: | | |
| Tender Document fees | Rs.1000.00 | |
| Tender Document Fees payable to | EMRI Green Health Services, Chennai | |
| EMD | 2,00,000 rupees (Two lakhs Only) | |
| OFFER DETAILS: | | |
| Sale of Tender Document | From 23.02.2024 by 10 am onwards | |
| Last date for sale of Tender Document | 11.03.2024 up to 10.00 am | |
| Pre-Bid meeting | 26.02.2024 at 02.00 pm | |
| Last date & time for submission fo tender | r11.03.2024 up to 11.00 am | |
| Time & date for Opening of tender | 11.03.2024 by 11.30 am | |
| Place of Opening of tender | EMRI GHS, Tamil Nadu | |
| Remarks | Submission of Offer fee & EMD and other supporting documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier, so as to reach the office of Offer inviting | |
| | EMRI Green Health Services | |
| | DMS Campus, Anna Salai, Teynampet, Chennai – 600 006. | |
| OTHER DETAILS: | Т +91 044 2888 8060 | |
| Officer Inviting Tender | Mr. Vetrivel | |
| | | |
| Tender Opening Authority | Management EMRI GHS TAMIL NADU, Chennai | |
| Address: | EMRI Green Health Services | |
| | DMS Campus, Anna Salai, Teynampet, Chennai – 600 006. | |
| | T +91 044 2888 8060 | |
| Contact Details | 044 – 2888 8068 | |
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Tender No: TNHSP/ EMRIGHS/TN/SCM/02/2023-24 Date:

Date: 23.02.2024

- 1. General brief about 108 Operations of EMRI GHS TAMIL NADU:
- 2. EMRI Green Health Services (EMRI GHS TAMIL NADU) was established as a not-for-profit organization, Incorporated under the provisions of Andhra Pradesh Societies Registration Act, 2001, in February 2005 and it is providing Integrated Emergency Medical Response services free of cost through a toll free number '108' to citizen of India under Public Private Partnership (PPP) frame work. Vision of EMRI GHS TAMIL NADU is to support and build capabilities to save one million lives per annum nationally and establish EMRI GHS TAMIL NADU as a premier Research and Training Institute.
- 3. EMRI GHS TAMIL NADU, under the Public-Private-Partnership Mode, has made substantial progress over the last six years in providing Emergency Response Services across the country and presently operating over (7000)state-of-the-art ambulances in 14 States and 2 Union Territories viz Telangana, Tamil Nadu, Karnataka, Goa, Gujarat, Dadra Nagar Haveli Daman & Diu, , Chhattisgarh, Assam, Meghalaya, Uttarkhand, Himachal Pradesh, Uttar Pradesh, Rajasthan, Delhi and Kerala providing pre-hospital care, covering a population of 765 million. Everyday EMRI GHS TAMIL NADU is providing emergency services

on an average of (21850emergencies (80million emergencies attended since inception) and saving over949 lives every day and cumulatively have saved more than 40.24 lakh lives since the launch of the services and provide direct employment to over 54,000 associates while continuing to be a not-for-profit organization.

- 4. EMRI GHS TAMIL NADU invites bids for Providing Security staff at EMRI GHS TAMIL NADU office, Chennai, TN
- 5. The list and detailed specifications of the services to be provided along with formats for furnishing the information required from bidders participating in tender are as per annexure attached.

| S.no | Description | Annexure |
|------|-------------------------------------|-------------|
| 01 | Pre-Qualification | Annexure-A |
| 02 | Price Bid Format | Annexure –B |
| 03 | Terms and conditions | Annexure-C |
| 04 | Duties and responsibilities | Annexure –D |
| 05 | Anti-Collusion Certificate | Annexure –E |
| 06 | Declaration | Annexure –F |
| 07 | Performance Security Bank Guarantee | Annexure –G |
| 08 | Supplier Information form (SIF) | Annexure –H |
| 09 | Prequalification Criteria Checklist | Annexure –I |





- 6. The tender document with all the details is available in the website of EMRI GHS TAMIL NADU (<u>www.emri.in</u>) and can also be purchased in hard copy from the office of EMRI GHS TAMIL NADU, Chennai, on payment of Rs.1000/- (Rupees One thousand only) by way of a Demand Draft drawn in favor of "EMRI Green Health Services" payable at Chennai. Bidders who download the document from website have to submit the Demand draft of Rs.1000/- payable at Chennai along with submission of tender documents.
- 7. EMD amount: Two lakhs rupees in form of Demand Draft in favor of EMRI GHS Tamil Nadu drawn on any bank in Tamil Nadu OR irrevocable Bank Guarantee issued by Nationalized Bank including the Public Sector Bank / Private Sector Bank.
- 8. EMD Payment should be made in favor of "EMRI Green Health Services" Tamil Nadu.
- 9. Payment made toward Tender Fee will not be refunded.
- 10. Non-payment of the Tender Fee will make the tenderer liable for disqualifications.
- 11.Performance Guaranty: Successful L1 bidder has to furnish a PBG for 3% of annual contract value as per EMRI GHS TAMIL NADU standard PBG format within 15 working days from the data of intimation. The PBG shall be valid for one years. Failure to furnish PBG with in stipulated time by the selected bidder will automatically result in forfeiture of EMD without further notice. However, if the service provider fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be en-cashed & the amount shall be forfeited.
- 12. The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the,
 - (a) Tender is rejected due to failure to supply the requisite documents inproper format or giving any misleading statement or submission of false affidavit or fabricate documents.
 - (b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.
 - (c) Party fails to executive the order / R.C. placed by EMRI GHS within the stipulated time line.

Force Majeure: If at any time during the validity of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine

Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of

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occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Company as to whether the work has to be resumed shall be final and conclusive. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.

Penalty Clause: The contractor has to supply 100% manpower on all working days in each categories as per the list given else Rs 1000/- per day will be levied as penalty if the contractor has supplied 90% of attendance in any of the category. If the attendance goes below less than 90% for continues 30 days, the PBG will be forfeited and the contract may be terminated.

13.Party fails to replace/correct the supplied material declared to be wrong / different from specification and R.C. holder / successful bidder have to refund the cost of such goods.

SUBMISSION OF BID: The interested bidders are required to submit the technical and financial bids separately. The bids in Sealed Cover-I containing "Technical Bid" and another Sealed Cover-II containing "Financial Bid" should further be placed in a third sealed cover super scribed "Tender for Security Services" and should reach EMRI GHS TAMIL NADU by **11:00 hrs on or** before 11.03.2024. The bidders may send their bid(s) either through speed post or courier or alternatively they may also drop their bid document in the tender box kept at the Reception of the office by the last date and time.

I. **ENVELOPE-1**: TECHNICAL BID (In separate sealed Cover-I super scribed as Technical Bid).

CONTENTS AND ELIGIBILITY CRITERIA

The Bidder shall have at least 03 years' experience in these fields and shall submit the self-attested copies of the following documents along with the tender documents:

a. License under the Private Security Agencies (Regulation) Act, 2005 and the Rules framed there under by the respective state govt. *In case the license is applied for, the documentary evidence thereof may be submitted along with the reasons for not getting the license.

In case the requirement is not applicable in respective state, Documentary evidence in this regard to be submitted

- b. Tender Fee.
- c. DD of EMD.
- d. Copy of PF Registration Certificate.
- e. Copy of ESI Registration Certificate.
- f. Copy of Company/Firm Registration.
- g. Photo copy of PAN card (Permanent Account Number)
- h. Copy of GST registration certificate.





i. ISO Certificate 9001:2015, ISO Certificate 27001:2013, ISO Certificate 45001:2018

- j. Copy of MSME Certificate to be submitted
- k. Private Security Guard training center with class room facility and technical lab proof to be attached
- I. Details of works of similar nature carried out in Central/State Govt. bodies/Department/PSUs/Autonomous bodies/industries/factories/ Private organization/ or other similar organization in the last 3 financial years up to 31 March 2023 and copies of PO/ Agreements/ Work orders should be attached one for each year.
- m. The average annual turn-over of the bidder for the past three years shall be a Minimum of Rs.20 Crores (Per year) Copies of balance sheet, Income tax returns and Profit & Loss A/c of latest three financial years & satisfactory certificate for three is to be submitted along with PO's.
- I. Bidder should not have been convicted for any criminal/economics cases in India or Abroad. List of pending/dispose of arbitration cases should be specified.
- m. Copies of Pan and (GST) registration certificates.
- n. Vendor Information form as per Annexure-H.
- o. Undertaking of the agency confirming the availability of the adequate Man power of requisite qualification and experience for deployment at EMRI GHS TAMIL NADU.
- p. Declaration certificate as per Annexure-F.

II. *ENVELOPE-2: Price BID.

This cover has to be super scribed "Price Bid "and shall contain price as per Annexure-B & I. Non-adherence to the format at Annexure-B & I will result in rejection of the bid. The quoted prices shall remain valid for acceptance for a period of two year after signing of rate contract agreement.

The Bid, complete in all aspects, duly page numbered and signed on all the

pages, should be dropped in the box provided for this purpose at main reception of EMRI Green Health Services, Teynampet, Chennai, India on or before the date and time stipulated earlier in this documents. Outstation bidders sending the bids through courier should instruct the respective courier company to drop the sealed Tender document in the designated box kept at the reception. Bids received beyond the stipulated date and time will not be accepted.

- 11. Bids will be opened in the presence of Bidders/authorized representative(s) who choose to attend the bid opening on the specified date and time at the office of EMRI GHS TAMIL NADU at the address given above.
- 12.A maximum of two authorized representatives would be allowed to attend the bid opening. They must submit authorization letters issued by the Bidder at the time of opening of bid.
- 13. The person who is signing the tender document should be an authorized signatory of the respective supplier's organization and shall carry an authorization letter on company's letter certified by a person not below the rank of a General Manager/CEO/Director/Other Senior level position.

14. In the event of the last date specified for receiving and opening the bids being declared as a

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date for submission of bids and opening of bids will be the following working day at the same venue and time.

- 15. The bid documents are nontransferable.
- 16.Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
- 17.Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
- 18. Any bidder is allowed to submit only one proposal. In case they submit or participate in more than one proposal by any bidder, all the proposals submitted shall be disqualified.
- 19. Before quoting the rates, every bidder is expected to inspect the site of the proposed work and to have satisfied himself as to the nature of all works. A bidder shall be deemed to have full knowledge of the works that he is bidding for in all aspects whether he inspects them or not before submitting the Offer.
- 19. Validity of tender price will be for 60 working days from the date of opening of Price bid.
- 20. The tender is liable for rejection due to any of the reasons mentioned below:
 - A. Non-submission of tender within stipulated time.
 - B. Submission of tender without Tender document fee.
 - C. Tender supporting document not submitted in separate envelopes as per conditions and the envelopes are not super scribed with details of the tender enquiry and part enclosed.
 - D. Non-payment of Earnest Money Deposit.
 - E. Non-submission of required documents as shown above.
 - F. Conditional offers. Conditional and / or vague offers.
 - G. Unsatisfactory past performance of the tenderer.
 - H. Rates have been shown elsewhere than Commercial Bid part.
 - I. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
 - J. Tender not filled up properly.
- 21. EMRI GHS Tamil Nadu reserves the right to reject or close the Tender without assigning any reason, at any time, at any stage.

22. PROCESS OF TENDER FINALISATION:

A.) At the specified Time and Date technical bid (Envelop-1) will be opened and the documents will be scrutinized to ascertain the eligibility of the bidder to qualify himself for the opening of Price Bid. The price bid of those bidders who do not qualify in this Prequalification (Technical) process will be returned without opening.





B.) The price-bid of those bidders who qualify in the

Prequalification (Technical) process will be opened in the presence of bidders/their representatives.

- a) If more than one bidder has quoted exactly the same price the decision of EMRI GHS TAMIL NADU is final.
- b) If there is only one Bidder for a particular work, the price will not be disclosed. The committee will go ahead with shopping model.
- c) EMRI GHS reserves the right to renegotiate with the L-1 vendor price in case it is found that L1 prices are not reasonable and higher than either previous prices or not as per prevalent market prices.
 - d) Contract Agreement/Purchase order should be executed within 21 days of the issue of letter of acceptance. Non fulfillment of this condition of executing a contract by the contractor would constitute sufficient ground for annulment of the award and forfeiture of EMD.

The tender inviting authority will validate pre-qualification, Technical and Financial bids. The decision of the tender inviting authority is final for identification of Qualified L1 vendor. If 2 or more than 2 bids identified as L1 for the single item, then the decision of the Tender Inviting authority is final to identify the qualified L1 vendor.





ANNEXURE-A

PRE – QUALIFICATION CRITERIA:

- Similar experience of having successfully completed the services for minimum three years at Government organization/corporate officessemi government organization having deployed in the relevant service in any of the health care sector. Attach certification of Incorporation to justify the establishment of firm.
- The Offering firms/agencies are required to enclosed attested photocopies of following document, failing to which their bids may be summarily/over-rightly rejected and will not be considered any further:
- Copy of company Registration certificate.
- Copy of PAN card
- Copy of Employee provident fund (EPF)& Employee state Insurance certificates (ESI)
- Copy of Income tax return filed for last three Financial years
- Copy of GST
- List of Clients
- Satisfaction letter from the Clients.
- MSME Certificate
- ISO Certificate 9001:2015, ISO Certificate 27001:2013, ISO Certificate 45001:2018
- Private Security Guard training center with class room facility and technical lab proof to be attached





ANNEXURE-B

Price Bid Format:

24 X7 security service at EMRI GHS TAMIL NADU, Including the Reliever duties, weekly off, Paid holidays, PF, ESIC, ... etc. as per the labor and other applicable laws (Cost Per Head / Per Month)

| PARTICULARS | Amount in Do (nor porcon | |
|-----------------------------|---|---------------------------|
| | Amount in Rs (per person per month) for Male & | Amount in Rs (per person |
| | Female security guard | per month) for Supervisor |
| | For 12 hours | For 12 hours |
| Basic Pay | | |
| DA | | |
| Other Allowance | | |
| Gross Salary | | |
| PF -Employee | | |
| ESI - Employee | | |
| Take Home Salary | | |
| PF – Employer | | |
| ESI – Employer | | |
| Bonus 8.33% | | |
| Sub Total | | |
| Reliever Cost | | |
| Pay on National Holidays | | |
| Service Charges | | |
| GST | | |
| Total cost per head | | |
| Count of Manpower Required | 46 | 2 |
| Grand Total (Total Billing) | | |

Remarks:

Note: Should consider all in Single Zone (Zone A)

As per Tamil Nadu Minimum Wages Act under Employment in Security Guards, should be considered. Securities / ASO cost irrespective location.





ANNEXURE-C

TERMS & CONDITIONS

- 1. The contractor shall not sub contract to any other party without our prior permission and any breach of this condition shall result in forfeiture of Performance Bank Guaranty and contract will be terminated without notice.
- 2. The Security Service contractor shall be responsible for providing Security services round the clock for 24 hours and for all days of the week at the office of EMRI GHS TAMIL NADU.
- 3. The Security services contractor will be required to make their own arrangement for the stay of security personnel outside the campus at their own cost.
- 4. The Security services contractor shall be responsible for the buildings properties, goods, office premises stores & stock vehicles and all the assets, at EMRI GHS TAMIL NADU premises including Emergency Care Centre at various locations etc...
- 5. (Successful Bidder) shall be responsible for loss or damage of goods, assets and property of the EMRI GHS Tamil Nadu at the open space arising out of theft, pilferage, larceny, mischief, looting, robbing etc. Even in case of lodging any complaint with police department the EMRI Tamil Nadu will not be concerned with the result of investigation done by the police & losses or damage occurs without assigning any reasons management straight way deduct the amount of loss/damages from the amount payable by the unit to the contractor. In the other words EMRI GHS Tamil Nadu will be entitled to deduct the amount of such loss or damages caused to the EMRI GHS Tamil Nadu from their bills or deposit. If any irregularities observed contract will be liable to be terminated.
- 6. The EMRI GHS Tamil Nadu shall not be liable for any damages, compensation or loss in respect of or in consequence of any accidents or injury to any security personnel or other persons employed by the Contractor.
- 7. The Contractor shall at all times indemnify the EMRI GHS Tamil Nadu against all claims for compensation under the provisions of any law.
- 8. The EMRI GHS Tamil Nadu shall be entitled to deduct any amount due from the Contractor, from all the money paid or payable by way of compensation as above.
- 9. If in the course of execution of the Contract by the Contractor any minor or major damage is caused by the Contractor or his employees to persons and property of the EMRI GHS Tamil Nadu, any claims arising there from shall be recovered, settled and dealt with directly by the EMRI GHS Tamil Nadu and the Contractor shall render all assistance and co-operation to the EMRI GHS Tamil Nadu, if any inquiry is held thereon.
- 10. Contractor shall be liable for any loss, theft, damage, harm, injury to the EMRI GHS Tamil Nadu property, whether movable or immovable of the EMRI GHS Tamil Nadu and/or the employees of the EMRI GHS Tamil Nadu for non-fulfillment of any of its obligations. The EMRI GHS Tamil Nadu shall be entitled to deduct the same from the monthly

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consideration(s) whether payable at present or in future, which may include any deductions for claims by the Contractor's personnel or any third party.

- 11. The Contractor is to ensure that the workers engaged by him and deputed to carry out the work in the premises of the EMRI GHS Tamil Nadu are sufficiently experienced. For this purpose, the Contractor shall carry out regular visits to ensure that the staff deputed by him in the EMRI GHS Tamil Nadu's premises carries out their duties as is required by the EMRI GHS Tamil Nadu. Guards / security personnel provided by the Contractor shall at all time, remain employees of the Contractor and shall never claim any benefits that may normally be available to the employees of the EMRI GHS Tamil Nadu and the EMRI GHS Tamil Nadu shall, in no way, whether in law or at equity, be responsible or liable for their wages, salaries, bonus, gratuity and other allowances and/or any statutory benefits, interests and/or rights.
- 12. The contractor is liable to pay salary, wages, Provident Fund, Insurance & Safety norms ESI Contributions and other statutory dues in respect of their own staff. In accordance with the rules in force or that may be enforced by the authorities in if time, course including the wages as per minimum wages Act. The Contractor will be responsible for observing Provident Fund Regulations. ESI Regulations Insurance & Safety Norms and all other Labour Laws in respect of their own staff and the EMRI GHS Tamil Nadu will not be responsible in any manner for the staff provided by the contractor. For the purpose of this agreement, the Contractor will be deemed to be an independent agency and in case the EMRI GHS Tamil Nadu required meeting any liability in respect of the staff provided by the Contractors, the Contractor shall keep the EMRI GHS Tamil Nadu indemnified against any such liability. In case any one of the staff of the contractors is injured in the course of employment, the contractor will be liable to pay compensation thereof. As per the provision of P.F. the contractor will maintain eligibility register of P.F. and he will produce the same every month to the Concerned Officer of EMRI GHS TAMIL NADU.
- 13. The contractor shall be solely responsible for all and any liability which may arise in respect of its staffs due to any legislation whatsoever and the same shall be exclusively borne by the contractor and the unit shall not be responsible for payment of compensation or other payment that is required to be made by the contractor to its staff. The contractor shall obtain the registration licenses under labor/Law Contract Labor Act and Rules of Safety & Taxes duties.
- 14. As per the P.F. Rules. The contractor has to give P.F. Contribution in start the first of the day for all staff and evidence to be provided.
- 15. The Contractor will maintain all registers required under provision of various labors, industrial and other Laws, submitting regularly returns to the concerned authorities and copy must be marked to Personnel Dept. The contractor will keep all records pertaining to the contract at EMRI GHS TAMIL NADU and contractors to produce the above registers, returns etc. at the time of Inspection of various authorize and also as and when demanded by the Personnel Dept.
- 16. The contractor shall maintain a register of attendance of all staff as may be prescribed by the EMRI GHS Tamil Nadu this should contain full details of deployment and indicate record during the day

17. The contractor shall be responsible for payment of all/any Central Government/State Page 12 of 25





Government taxes. He has to produce evidence that he has cleared all/any Governments dues. In case, the contractor fail to produce necessary documentary evidence regarding payment of Government dues the amount shall be deduced from the bill.

- 18. The contractor shall make payment to their personnel's appointed by the agency as per minimum wages Acts.
- 19. In case EMRI GHS Tamil Nadu objects in writing to deployment of any individual at its premises the contractor shall forthwith replace him. The procedure of deployment as stated, in the foregoing clauses will also be made applicable in case of such replaced personnel. Prior approval of Concerned Officer of EMRI GHS TAMIL NADU has to be obtained while employing/terminating duties of any staff personals by the contractor.
- 20. All the staffs provided by contractor will work in close cooperation and liaison with our concerned officer or with such officers as may from time to time be designated by the EMRI GHS Tamil Nadu in this behalf and the security supervisor shall periodically report all important incidents of the EMRI GHS Tamil Nadu and in case of any incident involving loss or damage to the property of the EMRI GHS Tamil Nadu the same shall forth with be reported to the concerned officer of the EMRI GHS Tamil Nadu
- 21. In case of any incident pertaining to the period for which service of contractor where engaged and whenever. The contractor or their staff is called as witnesses in any proceedings, the contractor shall arrange to attend the court or the office at which the proceedings are being held and otherwise render all assistances to the Unit in respect of such incidents.
- 22. The Successful contractor has to strictly follow safety norms.
- 23. The Contractor shall be responsible for any misbehavior of their own staffs and shall be terminated from the duty immediately.
- 24. All staffs should know to write & read; smart enough to manage his/her job with responsibility.
- 25. The Contractor shall ensure that all staffs provided by it, while on duty will maintain perfect discipline and behavior and shall neither cause any damage to the property of the EMRI GHS Tamil Nadu in Liquidation and the said premises nor commit or permit any pilferage thereof.
- 26. Mandatorily employees back ground verification to be done
- 27. REMOVAL OF THE AGENCY FROM THE CONTRACT:

The Concerned Officer of EMRI GHS TAMIL NADU may recommend the removal of the Agency from the service, where:

- a) Such contractor was found to be involved in any corrupt practice in conducting its business
- b) All Staffs employed by contractor are frequently found to be involved in the commission of thefts or pilferages of the property of the EMRI GHS Tamil Nadu

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c) In the opinion of the Concerned Officer of EMRI

EMRI GREEN HEALTH SERVICES

GHS TAMIL NADU it would not be safe to engage such agency for security services to the EMRI GHS Tamil Nadu Companies.

- d) Agency has been declared insolvent or bankrupt.
- e) It is found that the declaration(s) made by the contractor at the time of submitting Offer was not correct.
- f) It is found that the Agency is no longer in a position to provide the services for which it was hired.
- g) During the period of the Contract the EMRI GHS Tamil Nadu shall have the right to terminate this agreement by giving 30 days' notice in writing to the Contractor and the Contractor shall not be entitled to any compensation whatsoever arising out of the termination. The decision of the EMRI GHS Tamil Nadu shall be final and binding on the Contractor and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered from Security Deposit or pending bill or by raising a separate claim.
- h) In the event of unsatisfactory service despite being formally warned, the EMRI GHS Tamil Nadu reserves the right to terminate the contract at any time with one day notice. In this case EMRI GHS Tamil Nadu will pay the dues as on that date less recoveries as applicable.
- i) The concerned Officer of EMRI GHS TAMIL NADU shall, in the event of breach of any of the terms and conditions of this agreement or if the services provided by the EMRI GHS Tamil Nadu is generally considered to be unsatisfactory by the concerned Officer of EMRI GHS TAMIL NADU or for any other reason considered by concerned Officer of EMRI GHS TAMIL NADU sufficient to terminate this agreement, may terminate the agreement by giving one month's notice in writing.
- 28. On the expiry of the term of contract or its early termination, as the case may be, the Agency and the Staffs deployed by it shall vacate the said premises without in any way causing or damaging the said premises and the property lying therein.
- 29. All levies, duties, outgoings including any penalties that may be levied by any competent / appropriate authorities or in relation to or arising out contract, shall be borne by the Contractor and the EMRI GHS Tamil Nadu shall not be called upon to pay any of them. In the event the EMRI GHS Tamil Nadu is so called upon to pay any monies, the

Contractor shall reimburse the same to the EMRI GHS Tamil Nadu and/or the EMRI GHS Tamil Nadu may deduct the same from any dues/outstanding payable to the Contractor, whether in present or in future

- 30. The EMRI GHS Tamil Nadu shall also be entitled to deduct from the outstanding of the Contractor any monies which may be payable in respect of security personnel and as Principal Employer, may deposit the same with the authorities concerned.
- 31. In case of any difference or disputes arising hereunder whether during the currency of agreement or afterwards the matter will be referred to a committee appointed by the Chief Operating Officer, Chennai EMRI GHS TAMIL NADU& subject to Chennai Jurisdiction. The proceeding shall be held at Chennai.

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- 32. The Contractor shall employ and provide security personnel 24X7 comprising only male in shifts.
- 33. The Contractor shall ensure that:
 - a. The Contractor or representative of the Contractor shall make a surprise visit once in a week during nights/holidays at the time fixed by the EMRI GHS Tamil Nadu and report his findings to the EMRI GHS Tamil Nadu in writing. Any recommendations by the EMRI GHS Tamil Nadu shall be followed, but the same shall not exclude the liability of the Contractor.
 - b. The name, address, qualifications, experience, background check and other particulars along with the most recent photograph of the guards / security personnel is to be submitted to the EMRI GHS Tamil Nadu prior to any of the guards / security personnel being deployed and concurrence of the EMRI GHS Tamil Nadu taken before their deployment.
 - c. The security personnel on duty shall in all events carry a whistle, a torch with bright illumination and a heavy stick / baton.
 - d. The guards / security personnel shall wear uniforms and insignias / badges of the security agency.
 - e. Extra personnel are provided when requested by the EMRI GHS Tamil Nadu during strike / lockout, unrest etc.
 - f. The Contractor shall provide and replace security guard if the EMRI GHS Tamil Nadu is not satisfied with the performance / behaviors of particular security personnel.
 - g.Neither the Contractor nor any of the guards / security personnel shall interfere with the working of the EMRI GHS Tamil Nadu and shall follow the procedure / office decorum of the EMRI GHS Tamil Nadu and keep to the prescribed area.

34. Period of Contract:

The Contract period shall be for a period of One year from the date of Purchase Order /Work Order can be extended one more year subject to performance satisfactory with the Committee approval.

35. Payment terms:

- a. Payments will be made within 30 days from the date of submission of Original Invoice bills.
- b. Contractor is required to submit the proof of payment, Challans and returns of ESI & PF, proof of salary disbursement, to enable release of monthly payment cheque by the EMRI GHS Tamil Nadu.
- c. Liability of EMRI GHS: As the payment against the supplies under this agreement will be made by EMRI GHS Tamil Nadu on behalf of and upon release of funds from respective State Government, It is expressly understood and agreed by, between the SUPPLIER and the EMRI GHS Tamil Nadu that the EMRI GHS Tamil Nadu is entering into this Agreement solely on behalf of respective State Government. In particular, it is





expressly understood and agreed that the though respective State Governments / Government of India are not a party to this Agreement and have no liabilities, obligations or rights hereunder, any delay in the release of vendor payments, for the supplies made under this tender, solely depend on timely receipt of funds for the same from the respective state governments. The SUPPLIER expressly agrees, acknowledges and understands that the EMRI GHS Tamil Nadu is not responsible for any delays in the release of funds from respective state governments for what so ever reason it may be and shall not hold EMRI GHS Tamil Nadu responsible for delayed payments and EMRI GHS Tamil Nadu shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SUPPLIER hereby, expressly waives releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the EMRI GHS Tamil Nadu arising out of this Agreement and not to sue EMRI GHS Tamil Nadu for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement. However, EMRI GHS Tamil Nadu will persuade with respective State Government to enable the timely payment to respective Supplier.

- 36. **Dispute Redressal Committee:** All disputes can be addressed by amicable settlement by committee constituted by COO EMRI GHS, Tamil Nadu.
- 37. The jurisdiction of any dispute will be Chennai, Tamil Nadu.
- 38. **Governing Law:** The Contract entered into between the EMRI GHS Tamil Nadu and the Supplier shall be governed by and interpreted in accordance with the Laws of India.
- 39. The Security Guards should be physically fit & strong, mentally alert and preferably in the age group of 20-58 years. Minimum 10 th Standard education is a must for the guards.
- 40. All security guards should wear clean uniforms, shoes, belts, caps, and name badges regularly supplied by the agency. The Agency should also provide them lathis, rain coats, and torch lights, etc.
- 41. The Security Guards will have to maintain exemplary discipline and be polite always and work for the welfare of the Institute and should follow the campus rules.
- 42. The security guards are expected to know fire fighting and employ in case the situation demands
- 43. The Institute will call for a morning parade before reporting to duty and issue instructions to the guards.
- 44. Materials or things should be allowed to move out of the campus only with proper gate pass issued or endorsed by the Officer on Special Duty (Documentation) / concerned department HOD of this Institute, counter signed by the Sergeant. A register must be maintained for the materials movement.
- 45. Security guards are strictly forbidden to take part in any labour union activities inside the campus.

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46. Security guards or others deployed by the agency



should strictly avoid consumption of liquor or smoking while they are on duty. The Institute will be within its powers to bar entry to any such personnel of the agency found within the campus having consumed liquor irrespective of whether he is in sober state or otherwise or found smoking during duty.

- 47. The Security Guards should not be changed at least for a minimum period of 3 months without our concerned.
- 48. Adequate provision for replacement and Reliever.

APPROVALS AND LICENSES:

The Security Agency covenant that it has a valid registration from Security Guard Board along with exemption certificate from the Ministry of Labour, Government of Tamil Nadu. In addition to this, the responsibility to comply with the provisions of various labour laws shall be that of the Security Agency. The Security Agency further covenant that the Security Agency is having the registrations / approvals under the following Acts and agree to submit to the Company the attested copies of proof of Registration certificates within a period of one month from the date of execution of this agreement.

1. Registration under the Tamil Nadu Shops and Establishment Act, 1948.

- 2. Registration Code under the Employees Provident Fund Act. Ministry of Labour, Government of India.
- 3. Registration Code under the Employees State Insurance Act, 1948.
- 4. Registration under Professional Tax Act.
- 5. Registration under the GST.
- 6. Registration under The Contract Labour (Regulation and Abolition) Act, 1970
- 7. Power of Attorney / certified copy of the Board's Resolution in favour of the Authorized Signatory.

The Security Agency shall specifically ensure the compliance of various Laws / Acts, including but not limited to the above and their re-enactments / amendments / modifications now and thereafter imposed by the Appropriate Government Authorities. The Security Agency shall keep the Company indemnified against all losses, damages or liability arising out of or imposed in pursuance of any local laws / central laws.

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ANNEXURE-D

SECURITY SERVICES: DUTIES AND RESPONSIBILITIES

- Reporting of security staff need to be done at the front office of EMRI GHS TAMIL NADU daily.
- The Contractor has to provide and be responsible for Security Services to EMRI GHS TAMIL NADU.
- The Contractor shall ensure that at all hour of the day and night, throughout the year, the property of the Company whether movable or immovable is safe and free from any loss, harm or damage.
- Security Guards provided will be responsible for stoppage of tress passing, unauthorized entry to work place at EMRI GHS Tamil Nadu.
- The Contractor shall ensure that all employees of the EMRI GHS Tamil Nadu working at the premises are safeguarded and no harm, loss and damage is caused either to the employees or to the property within the EMRI GHS Tamil Nadu.
- Security staff is to keep a strict check on visitors visiting the EMRI GHS Tamil Nadu and to direct the visitors to the relevant area within the office premises, after the visitors have obtained prior permission.
- Regulating, checking and recording of incoming and outgoing material as per Challans and gate passes.
- > Physical search of Employees whenever required by the EMRI GHS Tamil Nadu.
- > Issue of keys to the personnel as authorized by the EMRI GHS Tamil Nadu.
- Keeping proper watch on all employees and persons in the EMRI GHS Tamil Nadu.
- Firefighting in the event of a fire and immediately reporting of the same to the EMRI GHS Tamil Nadu's Administration Officer and Fire Brigade without any delay.
- > Any other relevant/related services requested from time to time.
- Security staff should maintain record for vehicles, Visitors, material inward & outward and office staff.
- Maintain Gate Pass (Material Out ward, inward & Visitor's gate pass)
- > Maintain Door access control operation.
- > Check for the Associate & Visitor ID cards

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- All personal electronic items (Items not provided by the EMRI GHS Tamil Nadu) like Laptops, USB's, data Cards etc should not be allowed inside the office premises.
- > Control on all visitors entry & exit with the necessary register.
- > Control & check on movement of all casual & contract employees.
- > Control on material movement both inward & outward.
- > To keep all the keys of all vacant rooms
- To open the rooms only at the instructions of the concerned authorized person who is in charge of security or campus or any senior Official and to make entry of all such openings in a register.
- > To safeguard the materials in the stores.
- > To ensure all lights are switch off after office hour.
- To open the stores only with a specific approval of the authorized persons, in the absence of the store keeper or on holidays, to lock the stores again with proper seal.
- Not to allow persons to sleep in the building- either in reception, dining hall or in any of the rooms.
- > To ensure that all items brought in by the vendors are duly entered in the records.
- All items brought by the vendors are mustered and Delivery Challans are stamped accordingly.
- All items taken out of the office premises are only against the gate pass issued by the Security and are accounted for.





Requirements:

| S.no | Location | Requirements |
|------|--------------------|--------------|
| 1 | DMS Premises | 12 |
| 2 | DRC Pudhukottai | 2 |
| 3 | Trichy Yard | 2 |
| 4 | Tambaram Yard | 4 |
| 5 | Chengalpattu Yard | 4 |
| 6 | ECC Acharapakkam | 2 |
| 7 | ECC Padiyanallur | 2 |
| 8 | ECC Mahaballipuram | 2 |
| 9 | ECC Injambakkam | 2 |
| 10 | ECC Santhevellur | 2 |
| 11 | ECC Shoolagiri | 2 |
| 12 | ECC Veppur | 2 |
| 13 | ECC kodumballur | 2 |
| 14 | ECC Madhanur | 2 |
| 15 | ECC Madurai | 2 |
| 16 | ECC Gummoodipondi | 2 |
| 17 | ECC Magudanchavadi | 2 |
| | Total | 48 |

Note: The count of Security Guard may be increase / decrease as per the requirement of EMRI GHS.





ANNEXURE E

Anti-Collusion Certificate

I/ We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I / we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We further confirm that we have not proposed nor will proposal any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this, 2024

(Name of the Bidder)

.....

(Signature of the Bidder / Authorized Person)

.....





ANNEXURE-F

Declaration

Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of two years, if any information furnished by us proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for two year after finalization of rate contract.

Dated: Signature_____

Name of tenderer_____

Address_____

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ANNEXURE-G

Performance Security Bank Guarantee

Tender Number

PERFORMANCE GUARANTEEE No:

We have been informed that (insert: name of Supplier) has entered into Contract No. (Insert:

reference no of the contract) dated With you, for the supply of (insert:

Description of goods).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *(insert: name of bank)* hereby irrevocably undertake to pay you ant sum or sums not exceeding in total an amount of *(insert: amount in figures)* (.....) *(insert: amount in words)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the Day of, 2....., **and any demand for payment under it must be received by us at this office on or before that date.

** The guarantor agrees to extension of this guarantee for a further period in response to the purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

...... (Insert: Bank's Name and Address of Issuing Branch or Office)

beneficiary: (Insert: name and Address of Purchaser)
Date:

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ANNEXURE-H

Supplier Information form (SIF)

| 1. Name of Organization: | | |
|---|------------------|---------------|
| 2. Permanent Account Number (PAN Copy) | N): | (Pls. enclose |
| 3. Registered Address: | | |
| 5. Correspondence Address: | | |
| 6. Deal in kind of Services/Products | : | |
| 7. Sales Tax Registration-CST & VA | λ Τ : | |
| 8.GST Tax Registration: | | |
| Bank A/C No : Branch &Add : IFSC code : | (Current/Saving) | |
| Telephone No : Mobile No : | | |
| 11. Name of sister concern or any _ | | |
| Interdependent Entity (If Any) | | |
| (Signature of Authorized Person) | Date: | |
| [Name: D Page 24 of 25 | esignation] | |





ANNEXURE-I

Prequalification Criteria Checklist

| SI. No | Criteria | Provided |
|-----------|--|----------|
| 1 | Tender Fee | |
| 2 | EMD | |
| 3 | Copy of documentary evidence for the constitution / establishment of the firm | |
| 4 | Annual Turn Over statement of the last three financial years duly certified by CA or Audited Balance Sheet copies. | |
| 5 | Copy of registration with Regional Labour Commissioner, EPF Registration and ESI registration | |
| 6 | MSME Certificate | |
| 7 | ISO Certificate 9001:2015, ISO Certificate 27001:2013, ISO Certificate 45001:2018 | |
| 8 | Private Security Guard training center with class room facility and technical lab evidence to be attached | |
| 9 | Proof of past performance viz. customer feed-back opinions | |
| 10 | At least 3 years experience of setting up and running of similar work. Attach certification of Incorporation to justify the establishment of firm. | |
| 11 | PAN Card copy | |
| 12 | GST Registration copy | |
| 13 | Financial statements and IT returns for the past 3 years | |
| 14 | All Pages of the tender document duly signed and stamped | |