



Cost of Form: Rs. 1,000/-

**DIRECTORATE MEDICAL DELHI  
ESI DISPENSARY COMPLEX TILAK VIHAR  
NEW DELHI-110018**

**S.NO. OF TENDER** : \_\_\_\_\_

Name of the party in whose favour  
the Tender form has been issued : \_\_\_\_\_

(SEAL OF THE OFFICER)

.....  
**SUB:- TENDER FORM FOR PROVIDING SECURITY SERVICES IN VARIOUS ESI  
DISPENSARIES , RESIDENTIAL COLONIES, VACANT PLOTS IN  
DELHI/NEW DELHI UNDER DIRECTORATE (MEDICAL) DELHI .**

**INSTRUCTIONS TO BIDDERS**

**1. GENERAL:-**

1.1 The present tender is being invited for Security Services under which the contractor shall provide Ex-Serviceman personnel to safeguard Directorate properties (i.e. building, equipments, materials) patients and staff working in Directorate (Medical) Delhi ESI Dispensaries and residing in ESI Colonies including monitoring and surveillance of the premises. The security agency shall also provide required number of civilian Guards.

**2. ELIGIBLE BIDDERS:-**

2.1. All Security Agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932 / Companies Act 1956, providing similar kind of services for at least last three consecutive years and having annual turnover of **Rs. 250 lacs** or above during the last financial year in the books of account.

2.2. The bidder should have experience of executing similar works (i.e. providing security services through Ex-Serviceman / Civil Guards) to Hospitals, Dispensaries, office , Residential Premises of Central Government / State Government Departments / Public or Private Sector Companies / Undertakings / Autonomous Bodies for a period not less than two years.

**3. QUALIFICATION OF THE BIDDERS:-**

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.



3.2. The bidder shall submit full details of his Agency / Firm or, if the bidder is a Proprietorship/Partnership or a Private Limited Company, full details of ownership and name of the directors.

3.3. Bidder shall submit a copy of PAN card No. under the Income Tax Act.

3.4. Bidder must submit copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.

#### **4. TENDER DOCUMENTS:-**

##### **4.1. Contents of Tender Documents.**

4.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions.
- (c) Tender form for providing security services (Annexure-I)
- (d) Scope of Work (Annexure-II)
- (e) Check list for Pre-qualification Bid (Annexure-III)
- (f) Check list for Technical Evaluation (Annexure-IV)
- (g) Undertaking (Annexure-V)
- (h) Price Bid (Annexure – VI)
- (i) Rates for Civilian Guard (Annexure – VII)
- (j) Pre-receipt to be used for refund of earnest money(Annexure VIII)

4.2. The bidder is expected to examine all Instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

4.3. The bidder shall not make or cause to be made any alteration, modify or obliteration to the text of the Tender document.

#### **5. PREPARATION OF BIDS**

##### **5.1. Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause **4.1 d** shall be deemed as incorporated in the Bid.

5.1.1. The bidder shall, on the dates given in the Notice Invitation to Tender, submit his bid in sealed envelopes super-scribed with the name of the bidder particulars Tender No, Title. The sealed envelop shall be addressed to the Director (Medical) Delhi, Directorate Medical Delhi ESI Dispensary Complex Tilak Vihar \_New Delhi-110018 and dropped in the tender box kept at reception.

5.1.2. One copy of this Tender document with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.



5.1.3. The bidder shall deposit Bid Security / Earnest Money Deposit of Rs. 5,00,000/- in the form of an Account Payee Demand Draft/Banker's Cheque/ Pay Order drawn in favour of "**ESIC Fund Account No. 1**" issued by any Nationalized / Commercial Bank along with the Tender document. Earnest Money / Bid security of the unsuccessful bidders will be returned to them at the earliest after the award of the contract without interest. The bidder shall give particulars of bank account( name of the account holder, type of account, account number, address of the bank) for drawing the cheque EMD amount in case of unsuccessful bidders.

5.1.4. The Bidder shall furnish the details regarding total number of executed & successfully completed contracts, as stated in Clause 2.1 & 2.2. and enclose copies of contract award letters and experience certificate.

## **5.2. BID PRICES:-**

5.2.1. Bidder shall quote in the price bid, rates of wages for security personnel no less than the minimum wages as per current D.G.R. rates by giving break up of basic wages, including VDA, allowances, relieving charges, other statutory liabilities as mentioned in DGR notification & service charges.. The prospective bidders who do not meet the statutory requirements are liable to be rejected.

5.2.2. The bidders are also required to quote separately the rates of wages as per the provisions of Minimum Wages Act as applicable in NCT Delhi for civilian guards under the Semi-skilled Category including Relieving Charges, Statutory Liabilities, Service tax, Service Charges and any other charges but these rates however would not be reckoned for deciding the L-1. The said rates will be payable to the Civilian Guards only.

5.2.3. Conditional bids/offers will be summarily rejected.

## **5.3. FORM OF BID:-**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder.

## **5.4. Duration of Contract:-**

The contract shall be valid for one year and the Director Medical Delhi reserves the right to curtail or to extend the validity of contract for further period on the same terms and conditions.

## **5.5. BID SECURITY:-**

5.5.1. Any Tender not accompanied by Bid Security / Earnest Money Deposit of Rs. 5,00,000/- shall be rejected.

5.5.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest without interest. The bidder shall sign pre-receipt as per annexure-VIII to facilitate it.

5.5.3. Bid Security shall be forfeited if the successful bidder withdraws his bid during the period of Tender validity.

5.5.4. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to deposit the security deposit within the time frame specified i.e. within a fortnight of award of contract which can be extended by the Director (Medical) Delhi up to a maximum of further two weeks on the written request of successful bidder.



## **5.6. Format and Signing of Bid:-**

5.6.1. The bid shall contain no alterations, omissions or additions except to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## **6. Submission of Bids:-**

6.1.1. The bidder shall submit the Technical Bid along with Bankers' cheque/Pay Order /DD of earnest money together in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed as Financial bid and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed "Tender for Security Services".

6.1.2. The sealed cover of Technical Bid should consist of the following documents:-

(a) Bid Security (Earnest Money Deposit) for an amount of Rs. 5,00,000/- in the form of an Account Payee Demand Draft, Banker's Cheque/ Pay Order drawn in favour of ESIC Fund Account No. 1 payable at New Delhi issued by any Nationalized /Commercial Bank.

(b) Self attested copy of PAN No. card under Income Tax Act;

(c) Self attested copy of Service Tax Registration Number;

(d) Self attested copy of Valid Registration No. of the Agency/Firm/Company;

(e) Self attested copy of Contract Labour (Abolition) Act 1970.

(f) Self attested copy of valid Provident Fund Registration Number;

(g) Self attested copy of valid ESI Registration Number;

(h) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;

(i) Proof of experience as stated in Clause 2.2. supported by documents from the concerned organizations; and

(j) Duly filled and signed Annexure-I to VIII.

6.1.3. The sealed cover of Price Bid should contain Annexure-VI i.e. Price Bid. Annexure – VII for record purpose only in original duly filled in figures and words.

6.1.4. All the sealed covers shall be addressed to the Director (Medical) Delhi and will be put in the Tender Box available at reception counter Directorate Medical Delhi ESI Dispensary Complex Tilak Vihar \_New Delhi-110018.

6.1.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

## **7.1 Bid Opening:-**

7.1.1. The Prequalification/ Technical Bids will be opened by a Tender Opening Committee in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

7.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

7.1.3. Conditional bids will also be summarily rejected.

7.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.



## **7.2 Right to accept any Bid and to reject any or all Bids:-**

7.2.1. The Director (Medical) Delhi is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

7.2.2. The Director (Medical) Delhi may terminate the contract if it is found that the contractor is black listed during last 5 years by any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.

7.2.3. The Director (Medical) Delhi may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement within specified period.

## **8.1 Award of Contract:-**

8.1.1. The Director (Medical) Delhi will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

8.1.2. The Director (Medical) Delhi will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted.(hereinafter and in the condition of contract called the "Letter of Award")

8.1.3. The successful bidder will be required to execute a agreement within a period of 2 weeks from the date of issue of Letter of Award until extended by the Director (Medical) Delhi up to a maximum of another two weeks.

8.1.4. The successful bidder shall be required to furnish a Performance Security in the form of Security Deposit within 15 days of receipt of 'Letter of Award' for an amount of Rs.20 Lakhs in the form of an Account Payee Demand Draft/Pay Order/Banker Cheque issued from any Nationalized /Commercial Bank., in favour of "**ESIC Fund Account No. 1**". The successful bidder can also apportion the Earnest Money towards the security deposit subject to payment of the balance amount. The Performance Security / Security Deposit shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.

8.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

9. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Directorate and dispensaries for providing safety, monitoring and surveillance. (DGR Rates quoted for Ex-Serviceman Security Guards will include basic wages, including VDA, break up of allowances, relieving charges, other statutory liabilities service charges and Service Tax etc.). The agency will quote the rates for per shift of eight hours per person per day. In case of revision in wage structure of Ex-Serviceman Guards by the Director General Resettlement, Government of India, the incremental wages as applicable, will be payable on being claimed by the tenderer).



10. The offers/bids which are not in consonance of DGR Rates / Minimum Wages Act and any other Labour laws will be treated as invalid.

11. At present 151 Ex-Servicemen and 8 ASO are required to be deployed, however their requirement may vary from time to time. The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by this Directorate.

12. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

### **Terms & conditions**

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to this Directorate and if any change is required on part of this Directorate fresh list of staff shall be made available by the agency after each and every change.

2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as DGR Rates / Minimum Wages Act, Contract Labour (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Directorate.

3. The antecedents of security staff deployed shall be got verified by the tenderer from local police authorities and an undertaking in this regard to be submitted to the Administration. The tenderer shall submit copies of the discharge books of ex-servicemen to administration, before their deployment.

4. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Director (Medical) Delhi.

5. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

6. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. Trolley mirrors will be used for the inspection of four wheelers/other vehicles. Asstt. Security Officer must organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.



7. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of this Directorate .

8. The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.

9. That in the event of any loss occasioned to the Directorate , as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Director (M) Delhi, such loss will be made good from the amount payable to the tenderer. The decision of the Director (Medical) Delhi in this regard will be final and binding on the agency.

10. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which the Administration may issue from time to time and which have been mutually agreed upon between the two parties.

11. The D(M)D shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Director (Medical) Delhi.

12. The contractor shall be responsible to protect all properties and equipments of the Hospital entrusted to it.

13. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills.

14. The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff/Patients/Attendants. The Administration shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

15. The eight hours shift will normally commence from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and can be fixed by the Administration from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Directorate for double duty, if any.

16. The security personnel deployed by the Contractor shall work under overall supervision & direction of the administration. The administration shall specify the services of guards to be obtained in each shift.



17. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the IMO Incharges of the Dispensaries and Care taker of the Directorate and other supporting documents. No other claim on whatever account shall be entertained by the Directorate. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

- a) Contractor shall pay their entitled wages on the last day of the month. It shall not be linked to the payment of the bill.
- b) Payment to such workers must be made by the service providers through cheque. Under no circumstances payments will be made in cash. To ensure this, service providers will get a bank account opened for every engaged worker.
- c) In order to ensure that such workers get their entitled wages on the last working day of the month, the following schedule will be adhered to:
  - i) Monthly bill cycle will be from 24<sup>th</sup> day of the previous month to 23<sup>rd</sup> day of the current month.
  - ii) Monthly bill as per above cycle, will be submitted by the service providers on 26<sup>th</sup> of the current month.
- d) The service provider must ensure that entitled wages of the workers are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.
- e) While submitting the bill for the next month, the services provider must file a certificate certifying the following
  - i) Wages of workers were credited to their bank accounts on (date)
  - ii) ESI Contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)
  - iii) EPF contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)
  - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
- f) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill by 26<sup>th</sup> of the month, even then he has to make the payment to the workers on the last working day.
- g) The contractor shall compulsorily issue the salary slip to every security guards & supervisors in the following format:-

Name of Employee's Month	Designation No. of Days present:-
SALARY STATEMENT  Payable paid	ESI No. PF No.
BASIC BONUS HRA GRATUITY OTHERS ALLOW. ADD. ALLOW/LATE DUTY GROSS WAGES OT GROSS WAGES + OT NET PAYABLE (Rs.)	DEDUCTIONS AMOUNT EPF (12%) ESI (1.75%) SECURITY DEPOSIT TOTAL DEDUCTION:



18. Any damage or loss caused by contractor's persons to the Directorate in whatever form would be recovered from the contractor.

19. The Directorate will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

20. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to (double) the wages of number of guards/supervisors absent on that particular day shall be levied by the Directorate and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point for shift be deducted from the contractors bill.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, & is assessed as true by administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Directorate immediately.

(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Directorate reserves the right to impose the penalty as detailed below:-

i) 1% of annual cost of order/agreement per week, up to four weeks' delay.

ii) After four weeks delay the Directorate reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.

21. The contractor shall ensure that its personnel do not at any time, without the consent of the Directorate in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Directorate and shall not disclose to any information about the affairs of Directorate . This clause does not apply to the information, which becomes public knowledge.

22. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.

23. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.



## 24. **Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

25. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

26. If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Directorate for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Director (Medical) Delhi .

27. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the Directorate , the Director (Medical) Delhi shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).

28. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

29. The contractor shall indemnify and hold the Directorate harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

30. The bidder should submit attested copy of registration under the Contract Labour (R&A) Act 1970 of the any employer for whom the Security Agency is currently undertaking the work through contract labour.

31. The security agency shall employ 100 % manpower from the category of Ex-Servicemen not above the age of 55 years. The contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Directorate . The security agency shall not employ any person below the age of 18 yrs. and above the age of 55 yrs. Manpower so engaged should be trained for providing security services and fire fighting services.



32. The bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Director (M) Delhi will be at liberty to get anybody re-examine in case of any doubt. Only physically fit personnel shall be deployed for duty.

33. Security staff engaged by the contractor shall not take part in any staff union and association activities.

34. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

35. Agency will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.

36. The Directorate shall not be responsible for providing residential accommodation to any of the employee of the contractor.

37. The Directorate shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Directorate does not recognize any employee employer relationship with any of the workers of the contractor.

38. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Directorate from the agency.

39. If any underpayment is discovered, the amount shall be duly paid to the agency by the Directorate .

40. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Directorate etc.

41. The bidder will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.

42. The bidder should have it own supervisory and quick response team in Delhi to deal with emergent situations.

### **OBLIGATIONS OF THE CONTRACTOR:**

43. The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.



#### **44. Dispute Resolution**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director General, ESI Corporation, Headquarters Office, Panchdeep Bhawan, CIG Road, New Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

#### **45. JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

#### **46. Fraud and Corruption**

The Bidders, Suppliers, Contractors and Consultants, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, no competitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.



**TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Names, address of firm/Agency/  
Company and Telephone \_\_\_\_\_  
Numbers. \_\_\_\_\_
2. Registration No. \_\_\_\_\_
3. Name, Designation, Address  
and Telephone No. of  
authorized person. \_\_\_\_\_  
\_\_\_\_\_
4. Please specify as to whether  
Tenderer is sole proprietor/  
Partnership firm/Private or Limited \_\_\_\_\_  
Company. \_\_\_\_\_
5. Name,Address and  
Telephone No. of Directors/partners \_\_\_\_\_  
\_\_\_\_\_
6. Copy of PAN card issued by  
Income Tax Department and \_\_\_\_\_  
Copy of previous Financial  
Year's Income Tax Return. \_\_\_\_\_
7. Provident Fund Account No. \_\_\_\_\_
8. ESI Code Number \_\_\_\_\_
9. Licence number under  
Contract Labour (R&A)  
Act1970, of the employer for  
whom the Security Agency is  
currently undertaking the work. \_\_\_\_\_
10. Details of Bid Security/Earnest  
Money deposit:  
(a) Amount: \_\_\_\_\_  
  
(b) Demand Draft/ Pay Order /  
Banker Cheque No. \_\_\_\_\_  
(c) Date of issue: \_\_\_\_\_  
(d) Name of issuing Bank: \_\_\_\_\_
11. Any other information: \_\_\_\_\_
12. Declaration by the bidder:

Affix duly  
Attested P.P.  
Size recent  
photograph of  
the prospective  
bidder.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of the bidder)**  
**Name and Address**  
**(With seal)**



## **ANNEXURE-II**

### **SCOPE OF WORK OF THE SECURITY AGENCY**

The contractor shall have to provide round-the-clock security services in the ESI Dispensaries, Residential Colonies, Vacant plots at Delhi/New Delhi and D(M)D office at ESI Dispensary Complex, Tilak Vihar, N. Delhi under Directorate (Medical ) Delhi.

The agency shall ensure protection of the patients, personnel & property of the hospital, prevent trespass 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 vehicle inside the campus of the ESI Dispensaries, Residential Colonies, Vacant plots at Delhi/New Delhi and D(M)D office at ESI Dispensary Complex, Tilak Vihar, N. Delhi

### **DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

1. The Security Agency will be responsible for overall security arrangements of the area covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items 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 Administration for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the Directorate from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Directorate.
6. Security personnel shall also ensure door keeping duties.
7. 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 Directorate.
8. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.



9. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.

10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

11. 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.

12. In emergent situations, security staff/supervisor/Assistant Security Officer deployed shall also participate as per their role defined in the disaster plan, if any, of the Directorate. Security personnel should be sensitized for their role in such situations.

13. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff, female visitors, patients and elderly.

14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.

15. Any other duties/responsibilities assigned by the Administration may be incorporated in the agreement. The same shall also be binding on the contractor.



## **ANNEXURE-III**

### **CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	Earnest money	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also.	
3.	Undertaking on a letter head (as per format prescribed in Annexure-V).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self attested copy of Service Tax Registration No.	
6.	Self attested copy of valid Registration number of the firm/agency.	
7.	Self attested copy of the Licence number under Contract Labour (R&A) Act 1970, of the employer for whom the Security Agency is currently undertaking the work.	
8.	Self attested copy of valid Provident Fund Registration number.	
9.	Self attested copy of valid ESI Registration No.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual turnover of last financial year duly certified by the Statutory Auditors.	
12.	Any other documents, if required.	

**Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone No.**



## **ANNEXURE-IV**

### **Checklist for Technical Evaluation**

<b>Sl. No.</b>	<b>Information to be provided</b>	<b>To be filled by the Bidder</b>	<b>For office use</b>
1.	Annual Turnover (in Lakhs) for the last financial year duly certified by the Statutory Auditors.		
2.	Manpower on roll		
3.	Experience of running Security services (in years)		
4.	No. of Supervisory staff and trained Civilian/Ex-Servicemen on roll.	Ex-Servicemen Guards = Civilian Guards = Supervisory Staff =	
5.	Details regarding experience .		

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

**Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone No.**



**ANNEXURE-V**

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

**UNDERTAKING**

To

The Director (Medical) Delhi,  
ESI Dispensary Complex,  
Tilak Vihar,  
New Delhi – 110 018.

Subject: **Tender for providing security services**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of DGR rates/ Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per DGR rates/ Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide security services through Ex-Servicemen Security Guards, Security supervisors and Assistant Security Officer.
5. I/We do hereby undertake that complete security of the Directorate shall be ensured by our Security Agency, as well as any other assignment considered by the administration.

**(Signature of the Bidder)**  
**Name and Address of the Bidder.**  
**Telephone No.**



## **ANNEXURE - VI**

### **PRICE BID**

#### **TENDER FOR SECURITY SERVICES 2009**

#### **TO BE PUT IN A SEPARATE SEALED ENVELOP**

#### **PRICE BID FOR PROVIDING SECURITY SERVICES FOR EX-SERVICEMAN GUARDS AS PER DGR RATES**

<b>Sl. No</b>	<b>Particulars</b>	<b>Security Guards</b>	<b>Gunman</b>	<b>Security Supervisor</b>	<b>Assistant Security Officer</b>	<b>Security Officer</b>
1.	Cost Per Head as per current DGR breakup notification } with					
2.	Service Charges					
3.	Total					
4.	Service Tax					

**(Signature of the Bidder)  
Name and Address of the Bidder.**

**Dated:-**



**PRICE BID-II**

**TENDER FOR SECURITY SERVICES 2009**

**RATES FOR CIVILIAN GUARDS AS PER MINIMUM WAGES RATES OF GOVERNMENT OF NCT OF DELHI**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Security Guards</b>
1.	Wages (Should not be less than that notified by Delhi Govt.)	
2.	Relieving Charges	
3.	Total – I	
4.	Employer Contribution of ESI	
5.	Employer Contribution of EPF	
6.	Any other charges	
7.	Agency Charges	
8.	Total – II	
9.	Service Tax	
10.	Grand Total	

**(Signature of the Bidder)  
Name and Address of the Bidder.**

**Dated:-**

**Note: - The above rates will not be considered for deciding the L-1.**



**ANNEXURE – VIII**

**PRE-RECEIPT**

Received Rs. 5.00 lacs(rupees Four lacs only) towards refund of earnest money vide Ch. No. \_\_\_\_\_dated\_\_\_\_\_ in respect of tender security services published in \_\_\_\_\_newspaper dated\_\_\_\_\_.

**(Signature of the Bidder)  
With stamp.**

Revenue  
Stamp



**DIRECTORATE MEDICAL DELHI**  
**ESI DISPENSARY COMPLEX TILAK VIHAR**  
**NEW DELHI-110018**

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES**

Sealed quotations are invited from registered professional Security Agencies having experience for a period not less than two years of providing security services in Hospitals, Dispensaries, Residential Premises run by Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies for providing round-the-clock security services in the ESI Dispensaries, Residential Colonies, Vacant plots and D(M)D office under Directorate (M) Delhi on contract basis for a period of One year under two bid system.

Prescribed Tender documents containing Terms and Conditions can be obtained in person on submission of written request along with a Demand Draft of **Rs. 1,000/-** (non-refundable) in favour of "**ESIC Fund Account No. 1**" from the Estate Cell of the D(M)D office on all working days except Saturday, Sunday/ Public Holidays between **11 AM to 1.00 PM w.e.f. 17-08-2009 to 03-09-2009**. The tender document can also be downloaded from the website [www.esic.nic.in](http://www.esic.nic.in) in which should be accompanied by the requisite Tender cost of Rs. 1000/- in the form of demand draft/pay order payable at New Delhi in favour of the "**ESI Fund Account No. 1**".

Sealed Tenders duly filled up along with **Earnest Money of Rs. 5.00/-lacs** in the form of Demand Draft/ Banker's Cheque issued by any Nationalized Bank/Commercial Bank should be dropped in a Tender Box kept in the Chamber of the Joint Director (Administration), from **10 A.M. to 01 P.M. on 07-09-2009**. Technical bids of the Tender shall be opened on **07-09-2009 at 2.30 PM** in the Committee Room, 'B' Block in the presence of the Tenderers or their authorized representative who may wish to be present. In case **07-09-2009** is declared a public holiday, tenders shall be received and opened as per above schedule on next working day.

The Director (Medical) Delhi, reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.

**DIRECTOR ( MEDICAL) DELHI**