

Cost of Form: Rs. 500/

Earnest Money Deposit Rs. 25,000/-

Security Deposit/ Performance Guarantee Rs. 25000/-

Last date for submission of Tender is 16.11.11 at 3.00 P.M



SUB -REGIONAL OFFICE

EMPLOYEES STATE INSURANCE CORPORATION

CIVIL CHAR RASTA, RING ROAD, SURAT-395001

Tel (0261) 2233600, 2233201 Fax (0261) 2235621



Email: [dir-surat@esic.nic.in](mailto:dir-surat@esic.nic.in)(An ISO 9001:2008 certified office)

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

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

(SEAL OF THE OFFICER)

To

The Director  
ESI Corporation,  
Sub-Regional Office,  
ESIS General Hospital Campus,  
Civil Char Rasta, Ring Road,  
Surat-395001

**SUB:- TENDER FORM FOR PROVIDING SECURITY SERVICES IN SUB-REGIONAL OFFICE, ESI CORPORATION AT ESIS GENERAL HOSPITAL CAMPUS,CIVIL CHAR RASTA, RING ROAD, SURAT**

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:**

1.1 The present tender is being invited for Security Services under which the contractor shall provide Ex-Servicemen to safeguard Sub Regional Office properties (i.e. building, equipments, materials) and staff working in Sub Regional Office, E. S. I. Corporation, Surat including monitoring and surveillance of the premises.

1.2 Present requirement of Sub -Regional Office, E.S.I. Corporation, Surat is 04 (four) Security Guards (subject to review as per exigencies).

1.3 100% Ex-Service man who are physically and mentally fighting fit to deal with public will be required to be supplied.

### **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 average turnover of Rs. 10,00,000/- or above per annum during the last three financial years in the books of accounts.

2.2. The bidder should have experience of completion of similar works (i.e. providing security services through Ex-Serviceman / Civilian Guards) in Central Government / State Government Departments (including Public Sector Companies / Undertakings / Autonomous Bodies) and MNCs/ESI Hospitals/Offices in the last three financial 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. Bidder shall submit a copy of PAN card No. under the Income Tax Act.

3.3. The bidder shall submit full details, of his Agency / Firm or, if the Bidder is a partnership or a private/limited company, ownership and name of the directors shall be indicated.

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 (Rates for Ex-Serviceman) (Annexure - VI)

4.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information as 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 make any alteration, eraser 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 clearly marked with the name of the Tender.

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. 25,000 /-** 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 SURAT issued by any Nationalized / Commercial Bank/Scheduled 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 tender document without security/earnest money shall be null and void.

5.1.4. The Sealed Envelop shall be addressed to the **Director, Sub-regional Office, ESI Corporation, Civil Char Rasta, Ring Road, Surat - 395001** and dropped in the Tender Box kept in the Visitor's Room, SRO, ESIC, Surat before the **16/11/2011 and 3.00 pm.**

5.1.5. The Bidder shall furnish the details regarding total number of works, as stated in Clause 2.2.(a)(b) and(c), completed in preceding three years (i.e. 2008-09, 2009-10 and 2010-11), which were similar in nature and complexity. Similar works mentioned in para 2.2 include supply of trained and uniformed Ex-Serviceman to different offices/ organizations etc.

### 5.2. BID PRICES:

5.2.1. Bidder shall quote 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. The tender will be awarded to the technically qualified bidder whose price bid is found to be the lowest. The prospective bidders who do not meet the statutory requirements are liable to be rejected.

5.2.2 The Director, ESI Corporation, Sub- Regional Office, Surat reserves the right to reject any or all tenders without assigning any reason and to restrict the list of bidders to any number deemed suitable by him, if too many Tenders are received.

### 5.3. FORM OF BID:

The Form of Bid should be complete in all respects and duly signed and stamped by an authorized representative of the Bidder on every page.

### 5.4. Duration of Contract:

The contract shall be valid for a period of one year and the Director/ Joint Director I/c reserves the right to curtail or to extend the validity of contract on the same terms and conditions for such period as may be

mutually agreed to. The contract can be terminated by the either side by giving one month notice by Regd. Post.

## 5.5. BID SECURITY:

5.5.1. Any Tender not accompanied by Bid Security / Earnest Money Deposit of **Rs.25,000/-** shall be rejected.

5.5.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest without interest after the award of the contract.

5.5.3. Bid Security shall be forfeited if the 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.

## 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 initialled /signed and dated by the authorized person or persons signing the bid.

## 6. Submission of Bids:

6.1.1. The bidder shall submit the Pre-qualification Bid and Technical Bid together in a separate sealed cover and the Financial Bid in another sealed cover duly super-scribed 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 Pre-qualification Bid and Technical Bid should consist of the following documents:

1. The Agency should have experience for providing security services in reputed organizations preferably in Govt. and public sector for at least 3 years. Attach list of clients as above alongwith satisfactory performance certificate from such clients:
2. The agency should furnish attested copies of following documents:
  - (a) Registration Certificate under
    - (i) Contract Labour (R&A)Act, 1970
    - (ii) ESI/EPF/Income Tax/Service Tax
    - (iii) DGR (in case of Security Services with Ex-Servicemen)
  - (b) Income Tax/Service Tax clearance Certificate for last 3 years.
  - (c) ESI/EPF Payment Certificate for last 3 years.
  - (d) Minimum Wages Payment Certificate from Labor Enforcement Office.
  - (e) Balance Sheet for last 3 years.
  - (f) Annual Turnover for the last 3 years.
  - (g) Documentary proof of having Licence/applied for grant of a license under Private Security Agencies Regulation) Act 2005 and Gujarat Private Security Agencies (Regulation) Rules, 2009.

(h)EMD of **Rs 25,000/- (Rs. Twenty five thousand only)** in the form of Demand Draft from nationalized/ commercial/scheduled banks drawn in favor of **"ESI Fund A/c No. 1" payable at Surat.**

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 Envelop shall be addressed to the **Director, Sub-Regional Office, ESI Corporation, Surat** and dropped in the Tender Box kept in the Visitor's Room, SRO, ESIC, Surat on or before 16.11.11 by 3.00 PM.

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 is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason. The Director, ESI Corporation, Sub- Regional Office, Surat reserves the right to reject any or all tenders without assigning any reason. .

7.2.2. The DIRECTOR may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

7.2.3. The DIRECTOR may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement.

## **8.1 Award of Contract:**

8.1.1. The DIRECTOR 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 Sub-Regional Office, ESI Corporation, Surat will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which Sub-Regional Office (ESI Corporation) Surat will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

8.1.3. The successful bidder will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award.

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.25,000/- (Rupees Twenty Five Thousand only )** 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" payable at SURAT. The Performance Security / Security Deposit shall be returned 2 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 100% ex-servicemen as per Hqrs office instruction and provide optimum Security services to the Sub-Regional Office, ESI Corporation, Surat for providing safety, monitoring and surveillance as required by the DIRECTOR. DGR Rates quoted for Ex-Serviceman Security Guards will include basic wages, including VDA, break up of allowances, relieving charges, other statutory liabilities like ESI, PF contributions, 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 compliance of DGR Rates / Minimum Wages Act and other Labour laws will be treated as invalid.

11. The Number of Security Guards to be deployed will depend upon actual requirement assessed from time to time. It can be increased or decreased at any stage depending upon the actual requirements by the Sub-Regional Office, ESI Corporation, Surat.

**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 AND CONDITIONS OF THE CONTRACT**

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 the Sub-Regional Office, ESI Corporation, Surat and if any change is required on part of the Sub-Regional Office ,ESI Corporation, Surat, a 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 DGR /Minimum Wages Act, Contract Labour (Regulation & Abolition) Act ,1970, ESI Act and EPF Act etc. with regard to the Security personnel engaged by him for works.

3. The antecedents of security staff deployed shall be got verified by the contractor from local police authorities and an undertaking in this regard to be submitted to the Sub-Regional Office, ESI Corporation, Surat.
4. The Contractor will maintain a 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.
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 performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
7. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse within the areas of the Sub-Regional Office (ESI Corporation) premises.
8. The contractor shall have his own Establishment/set up/mechanism/training institute to provide training aids or should have tied up with a training institute having Ex-Servicemen/Ex-Para Military Forces/Ex-Police trainers for training purpose at his own cost 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 Sub-Regional Office (ESI Corporation), as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Sub-Regional Office (ESI Corporation), such loss will be made good from the amount payable to the contractor. The decision of the Director, S.R.O., ESI Corporation, Surat 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 Sub-Regional Office (ESI Corporation) may issue from time to time and which have been mutually agreed upon between the two parties.
11. The Sub-Regional Office (ESI Corporation) 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 Sub-Regional Office (ESI Corporation) Surat.
12. The contractor shall be responsible to protect all properties and equipments of the Sub-Regional Office (ESI Corporation) entrusted to it.
13. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform (including proper name badges), 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. All the security guards should be below the age of 55 years. 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 Officer (s)/Staff (s)/Visitor(s). The Sub-Regional Office (ESI Corporation) 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 and would be called morning, evening and night shift respectively. But the timings of the shift are changeable and can be fixed by the Sub-Regional Office , ESI Corporation, Surat 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 Sub-Regional Office (ESI Corporation) for double duty, if any.

16. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Sub-Regional Office (ESI Corporation) Surat.

17. 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, 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 Sub-Regional Office (ESI Corporation) Surat.

18. 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 General Branch of the SRO. Surat and other supporting documents. No other claim on whatever account shall be entertained by the Sub-Regional Office (ESI Corporation) Surat. The Security Agency shall make the payment of monthly wages to the security personnel in the mode and manner prescribed by the Sub-Regional Office (ESI Corporation) Surat.

19. Any damage or loss caused by contractor's persons to the Sub-Regional Office (ESI Corporation) Surat in whatever form would be recovered from the contractor.

20. The Sub-Regional Office (ESI Corporation) Surat 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.

21. (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 absent on that particular day shall be levied by the Sub-Regional Office (ESI Corporation) Surat 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 as mentioned in para 21(a) above shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, 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 Sub-Regional Office (ESI Corporation) Surat immediately.

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

i) 2% of annual cost of order/agreement per week, up to four weeks' delay.



ii) After four weeks delay the Sub-Regional Office (ESI Corporation) reserves the right to terminate 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.

22. The contractor shall ensure that its personnel shall not at any time, without the consent of the Sub-Regional Office (ESI Corporation) Surat in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Sub-Regional Office (ESI Corporation) Surat and shall not disclose to any information about the affairs of Sub-Regional Office (ESI Corporation) Surat. This clause does not apply to the information, which becomes public knowledge.

23. 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.

24. 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.

### **Force Majeure**

25. 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. 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.

26. 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.

27. If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Sub-Regional Office (ESI Corporation) Surat 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 Sub-Regional Office (ESI Corporation) Surat.

28. 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 to the Sub-Regional Office (ESI Corporation) Surat shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).

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

30. The contractor shall indemnify and hold the Sub-Regional Office (ESI Corporation) Surat 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.

31. The bidder should submit copies of registration under the Contract Labour (R&A) Act 1970/ESI Act/EPF Act along with the tender documents.
32. 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 Sub-Regional Office (ESI Corporation). 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.
33. The bidder shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Sub-Regional Office (ESI Corporation) will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. The employees of the security agency/ contractor shall be always alert. If any security guard was found sleeping on duty a penalty of Rs. 500/- per each such incident will be deducted from the bill of the contractor. If any security guard was found in intoxicated state under the influence of Alcohol / drugs etc, a penalty of Rs. 1000/- will be deducted from the bill of the contractor and such security guard will have to be replaced immediately.
34. Security staff engaged by the contractor shall not take part in any staff union and association activities.
35. 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.
36. Agency will provide proper communication system to each security guards to ensure effective timely communication in case of need.
37. The Sub-Regional Office (ESI Corporation) shall not be responsible for providing residential accommodation to any of the employee of the contractor.
38. The Sub-Regional Office (ESI Corporation) shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Sub-Regional Office (ESI Corporation) does not recognize any employee employer relationship with any of the workers of the contractor.
39. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor/ agency or alleged to have done by the agency under the tender, it shall be recovered by the Sub-Regional Office (ESI Corporation) from the agency.
40. If any underpayment is discovered, the amount shall be duly paid to the agency by the Sub-Regional Office (ESI Corporation) .
41. The contractor 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 Sub-Regional Office (ESI Corporation) etc.
42. **The contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.**

**43. The contractor should have submit the name & mobile no. of responsible person (s) for quick response to deal with emergent situations.**

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

45.1. The contractor shall ensure full compliance with tax laws and labour laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of levies/ taxes, interest, penalty etc. of the contractor in respect thereof, which may arise.

45.2 The contractor will be under obligation to submit a certificate that he has cleared/paid all the monthly dues of its/his employees within first fortnight of every month to their Bank A/c through ECS. (Certificate as per annexure).

#### **46. 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 proceeding 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 Ahmedabad only.

#### **47. JURISDICTION OF COURT**

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

**ANNEXURE-I**

**TENDER FORM FOR PROVIDING SECURITY SERVICES IN  
SUB-REGIONAL OFFICE,ESI CORPORATION, CIVIL CHAR RASTA,RING ROAD, SURAT- 01**

1. Name, 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. Service Tax Registration No. \_\_\_\_\_
10. License number under  
Contract Labour (R&A)  
Act 1970, of the employer for  
whom the Security Agency is  
currently undertaking the work. \_\_\_\_\_
11. Documentary proof of having Licence/applied \_\_\_\_\_  
for grant of a license under Private Security \_\_\_\_\_  
Agencies (Regulation) Act 2005
12. Details of Bid Security/Earnest  
Money deposit: \_\_\_\_\_  
    (a) Amount: \_\_\_\_\_  
    (b) Demand Draft/ Pay Order /  
Banker Cheque No. \_\_\_\_\_  
    (c) Date of issue: \_\_\_\_\_  
    (c) Name of issuing Bank: \_\_\_\_\_

Affix duly attested  
P.P. Size recent  
photograph of the  
prospective  
bidder/authorised  
person

13. Any other information: \_\_\_\_\_

14. Declaration by the 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 will have to provide the security services in the Sub-Regional Office (ESI Corporation), ESIS General Hospital, Civil Char Rasta, Ring Road, Surat-395001 .

The agency shall ensure protection of the patients, personnel & property of the Sub-Regional Office (ESI Corporation) , prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dog (s) and cattle (s) and anti-social element(s), unauthorized person(s) and vehicle(s) into the campus of the Sub-Regional Office (ESI Corporation) .

**DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

1. The Security Agency will be responsible for overall security arrangements of the Sub-Regional Office (ESI Corporation) covered in the contract.
2. Security Agency will ensure that all the 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 Sub-Regional Office (ESI Corporation) Administration
4. Deployment of Guards will be as per the instructions of the authorities of the Sub-Regional Office (ESI Corporation) from time to time and the security agency will be responsible for their optimum utilization.
5. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
6. The Security Guard will also take round of all the important and sensitive points of the premises as specified by the Sub-Regional Office (ESI Corporation) and to check/block the access to the premises of loitering/unlawful persons and vagabonds.
7. Security personnel shall also ensure door keeping duties as well as all windows/lights/fans should have closed/ switched off, at time of locking of rooms.
8. 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 Sub-Regional Office (ESI Corporation) .
9. To keep the record of incoming vehicles like registration no, time of entry/exit and the purpose of visit especially during of hours/ days of the Sub-Regional Office (ESI Corporation) .
10. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
11. The Guards on patrol duty should take care of all the Pump house, water taps, valves, water hydrants etc. installed in the open all over the premises.

12. 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.

13. The Security Guards 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.

14. In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Sub-Regional Office (ESI Corporation). Security personnel should be sensitized for their role in such situations.

15. The Security Guards are required to display mature behavior, especially towards female staff, female visitors and elderly. The Security Guards are required to attend to distinguished visitors, VIP's and Officers.

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

17. To keep a strict vigil on suspicious looking persons/objects and take immediate action as deemed suitable.

18. Any other duties/responsibilities assigned by the Sub-Regional Office (ESI Corporation) Administration may be incorporated in the agreement. The same shall also be binding on the contractor.

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

Sl. No.	Documents (Strictly as per details below)	Page number No. at which document is placed
1.	Bid Security (EMD) of <b><u>Rs. 25,000/-(Rupees -Twenty five thousand only)</u></b> in the form of Demand Draft/Pay order/Banker Cheque issued by any nationalized/scheduled commercial bank in favour of <b><u>“ESI Fund A/c. No. 1” payable at Surat.</u></b>	
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 be given.	
3.	Undertaking on a letter head (as per format prescribed in Annexure-V).	
4.	Self-attested copy of the Registration certificate of Contract Labour (R&A) Act, 1970	
5.	Self-attested copy of the Registration certificate of ESI, EPF, Income Tax and Service Tax	
6.	Self-attested copy of the Registration certificate of DGR	
7.	Self-attested copy of the Income Tax and Service Tax clearance Certificate for last 3 years.	
8.	Self-attested copy of the ESI/EPF Payment Certificate for last 3 years.	
9.	Self-attested copy of Minimum Wages Payment Certificate from Labor Enforcement Office	
10.	Self-attested copy of Balance Sheet for last 3 years	
11.	Self-attested copy of Annual Turnover for the last 3 years.	
12.	Documentary proof of having Licence/applied for grant of a license under Private Security Agencies (Regulation) Act 2005 and rules as applicable.	

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



**Checklist for Technical Evaluation**

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Lakhs) for the last 3 financial years duly certified by the Statutory Auditors.		
2.	Manpower on roll		
3.	Experience of running Security services (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5.	Single work of not less than <b>Rs.3.00 lacs</b> each year during last three years.		
6.	No. of trainers of the rank of Commissioned Officers of Military/equivalent rank of Paramilitary/Police.		
7.	No. of Supervisory staff and trained Civilian/Ex-Servicemen on roll.		
8.	Training set-up [No. of Trainers] (a) Part-Time (b) Full-Time (c) Below JCO Rank (d) Above JCO Rank		
9.	No. of Supervisory Field Staff		
10.	ISO Certification of the firm (Yes/No)		
11.	Details regarding previous experience of carrying such work.		
12.	Documentary proof of having Licence/applied for grant of a license under Private Security Agencies (Regulation) Act 2005 and Gujarat Private Security Agencies (Regulation) Rules, 2009 as applicable.		

**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.

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

To

The Director  
ESI Corporation,  
Sub-Regional Office,  
ESIS General Hospital Campus  
Civil Char Rasta, Ring Road,  
Surat-395001

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 only.
5. I/We do hereby undertake that complete security of the Sub-Regional Office (ESI Corporation) shall be ensured by our Security Agency, as well as any other assignment considered by the Sub-Regional Office (ESI Corporation) administration.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

**PRICE BID**  
**TENDER FOR SECURITY SERVICES 2010**  
**TO BE PUT IN A SEPARATE SEALED ENVELOPE**

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

Sl. No.	Particulars	Security Guards	Gunman	Security Supervisor	Assistant	Security Officer	Security Officer.
1.	Basic wages including VDA						
2.	HRA @ (15% basic & VDA)						
3.	Uniform & Washing allowance @ 10% of (1)						
4.	ESI @ 4.75% (1+2)						
5.	EPF (12)+EDLI (0.5) +Adm. Charges (1.11) =13.61%						
6.	Gratuity /Terminal Benefits @ 4.81% of (1)						
7.	Total						
8.	Weekly Off/ National Holidays / Other Holidays @ 28.98% of (7)						
9.	Cost Per Head (7+8)						
10.	Service Charges on Column 9.						
11.	Sum Total						
12.	Service Tax						
13.	Grand Sum Total (11+12)						

Bonus as applicable to eligible employees to be paid as per Bonus Act as and when revised by the Government.

(Signature of the Bidder)  
Dated:  
Name and Address of the Bidder.

Note:- ESI @ 4.75 will be also applicable on HRA & all such allowances deemed as wages as per ESI Act revised from time to time.

**ANNEXURE -VII**

**TENDER FOR SECURITY SERVICES 2011  
RATES FOR CIVILIAN GUARDS AS PER MINIMUM WAGES RATES OF  
GOVERNMENT OF NCT OF DELHI**

Sl. No.	Particulars	Security Guards	Security Supervisor	Assistant Security Officer	Security Officer
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.

