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104

No.:H.41.A.52/13/Tender/Security/Part-II/2010.

Dated 09.03.2011

**Sub: Invitation to tender for supply of Security Services in hospital on contract and instructions to the tenderer.**

**(NOTE:** The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata, 700 104, West Bengal. All communications must be addressed to the officer named above by title only and not by name.)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir(s),

Sealed tenders are invited for SUPPLY of Security Services in hospital on contract as per categories / specifications and/or quantities detailed in the **Schedules / Specifications** attached.

The "**Tender Documents**" comprising the General Terms and Conditions of Contract (Annexure I) and the Special Terms and Conditions of Contract (Annexure II) which will govern any contract made, the Tender Application Form (Annexure III) and the Schedule of contract / specifications of items/proforma for quoting rates (Annexure-IV) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule as per the terms and conditions stated, please submit your quotation to this office.

The tender document may be obtained from the office of the Medical Superintendent in person by the bonafide applicant or his authorised representative by applying in their letter head at a cost of Rs.100/-

The "tender documents" can also be downloaded from the web site ([www.esic.nic.in](http://www.esic.nic.in)) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the "tender documents" @ Rs.100/-

All the payment shall be made by **Demand Draft**; drawn in favour of **ESI Fund A/c No. 1, payable at Kolkata; Cheques will not be accepted.**

**Tenderers are requested that, before quoting their rates or sending tender, the tender forms may please be read out thoroughly (line by line) so as to have a clear knowledge of the requirement contained therein, otherwise purchaser will not be held responsible for any error / oversight of his own and the penalties shall be levied for not complying with the requirements stated herein or supply of the required item/services.**

The form is a Standard Form of Tender. Certain clause / clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause / clauses, which are not applicable in the instant case.

The Tender forms containing the Terms and Conditions (**Annexure – I & II**), the Tender Application Form (**Annexure III**) and the Schedule of contract / specifications of items/proforma for quoting rates (**Annexure-IV**) **should be returned in original, intact, after filling up the same and duly signing in full with stamp, on each page, failing which the bid is liable to be rejected.** If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by such words as '**not quoting**'.



In the event of the space on the Schedule of contract / specifications of items/proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the Tender Number and be duly signed and stamped by the tenderer. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

<b>Cost of each Tender Document with one schedule</b>	<b>Rs.100/-</b>
<b>Cost of each Tender Document downloaded from Web site</b>	<b>Rs.100/-</b>
<b>Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)</b>	<b>13.05.2011 to 01.06.2011 (10.30 A.M.to 3.00 P.M.)</b>
<b>Last Date &amp; Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital.</b>	<b>02.06.2011 upto 2.00 P.M.</b>
<b>Date &amp; Time of Opening of Tender</b>	<b>02.06.2011 at 2.30 P.M.</b>
<b>Bid Security / Earnest Money to be deposited</b>	<b>Rs. 1,50,000/-</b>
<b>Performance security / Security Deposit Money</b>	<b>Rs. 7,50,000/-</b>

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserves the right of accepting or rejecting the whole or any part of the tender without assigning any reason there of and you shall supply the same / execute the work at the rate quoted by you.

Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED:**

<b>CHECK LIST</b>		
1	<b>Tender document fee by demand draft only</b>	<b>Submitted [Yes/No]</b>
2	<b>Earnest Money Deposit by Demand Draft only</b>	<b>Submitted [Yes/No]</b>
3	<b>Original Tender document must be signed all pages</b>	<b>Submitted [Yes/No]</b>
4	<b>Valid Trade Licence</b>	<b>Submitted [Yes/No]</b>
5	<b>PAN/TAN other statutory documents</b>	<b>Submitted [Yes/No]</b>
6	<b>Labour Licence</b>	<b>Submitted [Yes/No]</b>
7	<b>ESI &amp; PF Registration Certificate, if applicable</b>	<b>Submitted [Yes/No]</b>
8	The bidder should have satisfactory <b>experience of not less than 3(three) years as Security services provider</b> in organisations with at least 25 security personnel engaged by them, and <b>must submit valid certificate in this regard</b> , along with the tender	<b>Submitted [Yes/No]</b>

**Enclosures:**

- **Annexure – I (General Tender Terms & Conditions)**
- **Annexure – II (Special Tender Terms & Conditions)**
- **Annexure – III (Tender Application Form)**
- **Annexure – IV (Schedule of contract / specifications of items/proforma for quoting rates).**

Yours faithfully,

**MEDICAL SUPERINTENDENT**

**Annexure-I**

**EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL & ODC(EZ)**  
(A Statutory Body Under Ministry of Labour, Govt. of India)  
**DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104**  
**An ISO 9001:2008 Certified**  
Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 176

No.:H.41.A.52/13/Tender/Security/Part-II/2010

**GENERAL TERMS AND CONDITIONS FOR TENDER**

<b>Cost of each Tender Document with one schedule</b>	<b>Rs.100/-</b>
<b>Cost of each Tender Document downloaded from Web site</b>	<b>Rs.100/-</b>
<b>Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)</b>	<b>13.05.2011 to 01.06.2011 (10.30 A.M.to 3.00 P.M.)</b>
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<b>Date &amp; Time of Opening of Tender</b>	<b>02.06.2011 at 2.30 P.M.</b>
<b>Bid Security / Earnest Money to be deposited</b>	<b>Rs. 1,50,000/-</b>
<b>Performance security / Security Deposit Money</b>	<b>Rs. 7,50,000/-</b>

**INSTRUCTIONS****1. PREPARATION OF TENDER:**

- a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing '**not quoting**'.
- b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.
- c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.
- d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

**2. SIGNING OF TENDER:**

- a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
- b) Individuals signing tender or other documents connected with the contract must specify:
  - i) Whether signing as a 'Sole Proprietor' of the firm or his Attorney?
  - ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?
  - iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

**NOTE:** In case of unregistered firms, all the members or all Attorneys duly authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.



### **3. DELIVERY OF TENDER:**

The original copy of tender (Annexure – I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner and outer cover, the following words should be written in block letters. “**Tender for Security Services on Contract – 2011-2012.**”

The right to ignore / reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

### **4. LATEST HOUR FOR RECEIPT OF THE TENDER:**

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

### **5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

- i) All tenders should remain valid for acceptance for **a period of twelve months** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.
- ii) The contract / tender, if awarded, shall be valid **initially for one year from the date of award of Contract** subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the hospital, while accepting the tender. However the Competent Authority on his discretion can increase the price up to maximum 10% of the rate quoted, if it is felt that there has been excess price rise in dietary items.
- iii) Quotations qualified by such vague and indefinite expressions such as ‘subject to immediate acceptance’; ‘subject to prior sale’ etc. will not be considered.

### **6. OPENING OF TENDER:**

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

### **7. PRICES:**

- i) Prices quoted must be meaningful and measurable in the context.
- ii) The prices quoted must be per unit shown in the schedule inclusive of all packaging and delivery charges wherever applicable. Refunds on account of returnable package (if any) are to be separately specified. Price & Fund must be clearly shown in figures and words in Indian Currency.
- iii) Tenderers should clearly specify whether prices quoted are inclusive of Sales Tax/ VAT / duties / statutory charges or such charges as extra. Where no specific mention is made to Sales tax / VAT/ or other duties, prices quoted shall be deemed to be inclusive of such taxes / charges.

### **8. DELIVERY TERMS**

- a) The delivery of the stores / execution of work / providing the services etc. are required within a period as specified and as the place mentioned therein.
- b) The tenderer shall deliver the stores/ execute the work at the destination / space defined to the consignee / authority in good order (of which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, Kolkata shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
- c) Time for and date of delivery: The essence of contract: - The time for and the date of delivery of the stores / date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

### **9. OTHER TERMS**

- A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.



- B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.
- C. **Earnest Money:** The tenderer shall have to deposit **Rs.1,50,000/-** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand Draft drawn in favour of ESI Fund A/c No. 1, payable at Kolkata. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.
- D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security a sum of **Rs.7,50,000/-** The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand Drafts payable at Kolkata in favour of "ESI Fund A/c. No. 1"**.
- a) *If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.*
- b) *On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.*
- E. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
- F. **Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
- i) *If the contractor being at individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or*
- ii) *If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.*
- iii) *If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.*
- G. **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitration as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract: -
1. *If the arbitrator be Medical superintendent, ESIC Hospital & ODC (E. Z), Joka.*



- *In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR*
  - *In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital & ODC (E. Z), Joka, to appoint another person as arbitrator.*
2. *If the arbitrator be a person appointed by the Medical Superintendent.*

In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause. Work under the contractor shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings: -

The venue of arbitration shall be at Kolkata.

In the clause, the expression 'The Director General', ESI Scheme means, the Medical Superintendent, ESI Scheme for the time being and includes is there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise.

For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, shall be entitled to exercise all the rights and powers of the purchaser.

- H. **Document:** The tenderer should have a valid **Trade licence, PAN / TAN / other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**
- I. **Right to accept / reject:** The hospital authority reserves the right to **accept or reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.
- J. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
- K. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.
- L. The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.
- M. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.
- N. The form is a Standard Form of Tender. Certain clause /clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause /clauses, which are not applicable in the instant cases.
- O. Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.
- P. The tenderer shall quote the rates in respect of jobs / services described above in various paras and shall fill "**Annexure – III & IV**" append herewith.
- Q. **Failure and Termination:** If the contractor fails to deliver the stores or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Director (Medical)/Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.



- I. To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month or part of the month during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, or
- II. To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Director (Medical)/Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or
- III. To cancel the contract or a portion thereof, and if so decided to purchase or authorise to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Director (Medical) /Medical Superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

**MEDICAL SUPERINTENDENT**

**Annexure-II**

**EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL & ODC(EZ)**  
 (A Statutory Body Under Ministry of Labour, Govt. of India)  
**DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104**  
**An ISO 9001:2008 Certified**  
 Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 176

No.:H.41.A.52/13/Tender/Security/Part-II/2010

**SPECIAL TERMS AND CONDITIONS FOR  
SECURITY SERVICES ON CONTRACT**

<b>Cost of each Tender Document with one schedule</b>	<b>Rs.100/-</b>
<b>Cost of each Tender Document downloaded from Web site</b>	<b>Rs.100/-</b>
<b>Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)</b>	<b>13.05.2011 to 01.06.2011 (10.30 A.M.to 3.00 P.M.)</b>
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<b>Date &amp; Time of Opening of Tender</b>	<b>02.06.2011 at 2.30 P.M.</b>
<b>Bid Security / Earnest Money to be deposited</b>	<b>Rs. 1,50,000/-</b>
<b>Performance security / Security Deposit Money</b>	<b>Rs. 7,50,000/-</b>

The following special terms and conditions shall apply for undertaking Security services on contract in ESIC Hospital & O.D.C. (E.Z), Joka.

- 1 The General Terms & Conditions for supply of materials or manpower services to the ESIC Hospital & O.D.C. (EZ), Joka including Law of Contract and Law of Agency will be applicable.
- 2 The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, telephone / Mobile / Fax / E-mail address, etc. while submitting the completed tender form.
- 3 The bidder should have satisfactory **experience of not less than 3(three) years as Security services provider** in organisations with at least 25 security personnel engaged by them, and **must submit valid certificate in this regard**, along with the tender.
- 4 **The contractor shall deploy only such workers as are physically and mentally fit and a certificate to that effect should be enclosed with the bio-data of the worker.**
- 5 The persons to be employed for the purpose of ensuring the security of the offices/hospitals/residential colonies will be of good character, conduct and behaviours, competent and qualified to perform the work for which they are deployed. **The security personnel deployed shall not be beyond the age 55 years.**
- 6 **The security officer/Security Supervisor must submit a monthly report of compliance and happening in that building to the Estate Officer.**
- 7 The Security personnel must have the telephone numbers of the nearest police station, Fire Station and Ambulance, Estate Officer of ESIC etc.
- 8 **The Security guards must be rotated from their deployment at an interval of six months.**
- 9 There should be proper arrangement for keeping the keys of rooms of the building. The security personnel shall also ensure that all the electrical equipments/instruments/lights and fans must be switched off at the time of closure of the office or part of the office.
- 10 The Estate Officer may arrange surprise visits at fixed intervals by deputing available offices in the establishment.
- 11 Office files/papers/equipment or machinery will be allowed to enter or be taken out of the building only with proper Gate Pass under the signature of the competent authority.
- 12 The Security personnel must watch that there is no unidentified/unclaimed/suspicious objects/persons in the buildings/premises.
- 13 The agency will be responsible for complying with payment of minimum wages (Central or state whichever is higher) and other benefits including prescribed number of duty hours / leave / holidays,





etc. to its employees deployed in the hospital, as per Labour Laws in force from time to time. The agency will be responsible to comply with all labour legislations including social security, service tax wherever applicable and such other statutory orders by Government / Municipality which may be in force from time to time.

- 14 The tenderer should hold a valid licence under the Contract Labour (R & A) Act, 1970 and rules framed there under and shall continue to hold it till completion of the contract. The contractor should also maintain all necessary records as required by Competent Authority. The contractor should be registered with E.P.F., E.S.I., and Service Tax authorities and shall possess valid Code Number.
- 15 The agency will be responsible for ensuring compliance of relevant laws relating to fire arms handling by its employees and the antecedent of the personnel employed by him, should be suitably cleared, **a statement to this effect to be submitted**, along with the tender form.
- 16 The contractor will be required to provide Identity Card / Name Plate / Security Uniform / Whistle with Cords / Cane / Sticks / Fire Arms etc. to personnel deployed by him in this hospital at his own cost including their maintenance.

### UNIFORM CODE

01	Security Guard	Male	Shirt	Pant
			Light Yellow	Black
		Female	Sky Blue saree and Blouse	
02	Supervisor	Male	Shirt	Pant
			White	Black

- 17 The agency while submitting their tender form shall enclose certified copies of experience, trade licence essential for carrying out the activities under reference and any such other documents specified in other papers hitherto. Incomplete tender form in any respect will be summarily rejected by the hospital.
- 18 The Security Agency is required to provide following number of security personnel for round the clock duty. The composition shall be as under:

Sl. No.	Place of Duty	Timings	No. of Person	Total
<b>SECURITY GUARDS#</b>				
1	Casualty Block	3 Shifts (24 Hours)	1 person per shift	3
2.	Hospital Main Gate	3 Shifts (24 Hours)	1 person per shift	3
3.	Security Office	3 Shifts (24 Hours)	1 person per shift	3
4.	OPD Block	1 Shift (8.30 a.m. to 4.30 p.m.)	2 Persons (On Sunday the guard will be deployed elsewhere)	2
5.	Administrative Block	1 Shift (8.30 a.m. to 4.30 p.m.)	1 Person (On Sunday & Holiday the guard will be deployed elsewhere)	1
6.	Pathology Lab & Physiotherapy Departments	2 Shifts (7.30 a.m. to 3.30 p.m. <u>and 12.30 pm to 8.30 p.m.</u> ). On Sunday 1 shift (8.30 a.m. to 4.30 p.m.)	1 Person per shift (On Sunday & Holiday the guard will be deployed elsewhere)	2
7.	X-Ray and USG Department	2 Shifts (7.30 a.m. to 3.30 p.m. <u>and 12.30 pm to 8.30 p.m.</u> ). On Sunday 1 shift (8.30 a.m. to 4.30 p.m.)	1 person per shift (On Sunday one guard will be deployed elsewhere)	2
8.	Wards (Six) (2 <sup>nd</sup> to 8 <sup>th</sup> floor)	3 Shifts (24 Hours)	1 person per shift in each Ward	21***
9.	9 <sup>th</sup> Floor	1 shift (8.30 a.m. to	1 person	1



		4.30 p.m.)		
10.	Unforeseen duty/Labour Room/Operation Theatre etc. (Females Security etc.)	5 Person	5 Person	5
Total				<b>43</b>
<b>*** Total number of FEMALE security staff to be provided shall be 12 in number.</b>				
<b>GUNMAN</b>				
13.	Gunman for the whole hospital campus	10.00 p.m. to 6.00 a.m. next day	4 Gunmen	<b>04**</b>
<b>SUPERVISOR</b>				
14	Supervisor	3 Shifts (24 Hours)	1 person per shift	<b>03**</b>
<b>GRAND TOTAL</b>				<b>50</b>

**# Out of 43(forty three) security guards at least two Security Guards exclusively be deployed ex-servicemen only, others are preferably be ex-serviceman, and in that case, supporting documents to prove their credential need to be submitted at the time of award of contract, if selected.**

**\*\*The Gunman and the Supervisors shall preferably be ex-serviceman, and in that case, supporting documents to prove their credential need to be submitted at the time of award of contract, if selected.**

- 19 The Competent Authority reserves the right to change the total number of / requirement of security personnel as well as number of male or female staff anytime before or during the period of contract at its discretion.
- 20 The on duty security guards are needed to be armed with Cane / Stick, whistles, fire arms etc. as the case may be.
- 21 The guards shall be providing security services of highest standard to protect the life and property of the hospital campus. Further, following duties are to be performed:
  - 21.1. The agency shall provide one gunman as escort to the Hospital's Cashier for transit of Cash whenever required.
  - 21.2. One Security Guard will be required to carry FIR to the Police Station as and when required.
  - 21.3. The Competent Authority reserves the right to decide on utilising services of less or more number of Security Staff / Supervisors on Saturday, Sunday & other holidays or otherwise.
  - 21.4. The guards on duty are also required to screen the visitors with metal detectors and search the vehicles entering the campus for suspicious materials like Bombs, Explosives, Arms and Ammunitions etc. The security guards shall have to perform any other duty assigned by the Competent Authority as deemed fit in special situations.
- 22 The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining the harmonious atmosphere in the hospital and will be responsible for any act of commission & omission of such persons. The contractor shall provide security staff / supervisor that should be smart, healthy and having good character, antecedents and conduct. If any employee engaged by the contractor for security services is found to be indulging drinking alcohol or narcotics or found in a state of inebriation in the hospital premises strict action as deemed fit shall be taken by the competent authority.
- 23 The contract, if awarded, will be **initially for one year from the date of award of Contract** subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority, on terms and conditions of the hospital, while accepting the tender. The contract shall be liable to be terminated on giving one month's notice by either side. During that period both the parties shall continue to discharge their duties and obligations as per the contract.
- 24 The rates once offered and accepted by the Competent Authority, shall not be altered during the entire contract period including extended period, if any.
- 25 (i) Workers engaged through contractor must receive their entitled wages on the last day of the month.



(ii) Payment to such workers must be made by the contractor through cheque. Under no circumstances payments will be made in cash. To ensure this, contractor will get a bank account opened for every engaged worker.

(iii) 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:-

1. 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. The payment to contractor will be made exclusively in shape of ECS/RTGS. The contractor is required to submit the necessary mandate form (copy enclosed) duly filled in with the tender. No cheque payment will be made as per policy of the corporation.
2. Monthly Bill as per above cycle, will be submitted by the contractor on 26<sup>th</sup> of the current month.

(iv) The contractor must ensure that entitled wages of the workers are credited to their bank account on the last working day of the month. Contractor will not be given any relaxation in this matter.

(v) While submitting the bill for the next month, the contractor must file a certificate certifying the following:-

1. Wages of workers were credited to their bank accounts on (date)
2. ESI contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)
3. EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)
4. He is complying with all Statutory Labour Laws including Minimum Wage Act.

(vi) The office must ensure that contractor submits 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.

- 26 The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, will be borne by the contractor.
- 27 Any theft, breakage or loss to hospital caused by contractor's personnel shall be borne by the contractor.
- 28 The contractor will not allow his employees to participate in any trade union activities or agitation in the premises of the hospital.
- 29 The contractor shall comply with provisions of payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation & Abolition) Act, 1970 or the modifications thereof and other laws relating thereto and the rules made there under from time to time.
- 30 The security personnel shall be alert while performing their duties and if found not commensurating with the desired level of satisfaction, such personnel shall be replaced by the contractor on the advice of the competent authority within a period of one day and that shall be final and binding on the contractor.
- 31 The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as stated in the general Terms & Condition (Annexure- I) and it shall be dropped in the Tender Box kept for the purpose in the Office of the Medical Superintendent at the date and time specified in this document or it is to be sent by Registered post before the last date & time of submission of tender documents. The tenders will be opened on the date and time specified above in presence of tenderer / their authorised persons, who may choose to be present.
- 32 **The Competent Authority reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.**
- 33 The tenderers shall quote the rates in respect of jobs / services described in this document and will fill in the relevant Annexure as specified.

**MEDICAL SUPERINTENDENT**

**Annexure III****TENDER APPLICATION FORM**

1	Name of the firm:-	
2	a	Full Postal Address:-
	b	Cell Phone No.
	c	Telephone No:-
	d	Fax No.
3	Date of Establishment of Firm:-	
4		If your Firm Registered under:-
	a	The Indian Factories Act:-
	b	Any other Act, if not, who are the owners (Please give full address):-
5	Name and Address of your Bankers stating the name in which the Account stands:-	
6	Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-	
7	Total number of Employees:-	
8	Are you in the list of approved contractors of any other organisations / institutions, if any give details (Append extra page if necessary):-	
9	Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
10	Any other information which you consider necessary to furnish:	

**UNDERTAKING:**

- I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ hospital in India.
- The earnest money of Rs. \_\_\_\_\_ to be deposited by me has been enclosed herewith vide Demand Draft no. \_\_\_\_\_, Dt. \_\_\_\_\_, drawn on bank \_\_\_\_\_, Branch \_\_\_\_\_.
- I/We give the rights to Medical superintendent to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time or the items of desired quality.
- There is no vigilance/CBI case or court case pending against the firm.
- I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.
- I shall be vacating any space that may be provided to me by the hospital authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date:-

Signature of the tenderer:-

Place:-

Full Name:-  
Designation:-

(Office seal of the tenderer)

**PLEASE QUOTE YOUR RATE**

Offer of rates to be submitted in following sub-heads on monthly basis and shall be inclusive of all charges, statutory obligations, and any other expenses related to or incidental to performance of the job under reference and with regard to terms & conditions specified hereinbefore:

Sl. No.	Heads (Statutory Charges)	Monthly Charges (In Rs.) for One Security Staff	Monthly Charges (In Rs.) for One Gun-man	Monthly Charges (In Rs.) for one Supervisor
1	<i>(Your Quotation of) Monthly Wage subject to provisions of minimum wages Act</i>			
2	<i>Remuneration for reliever on holidays per day per person, for 4 (four days)</i>			
3	(Your claim of) ESI Contribution @ Rs.4.75% to be deposited as employer's share per Person per month if engaged.			
4	(Your claim of) Employees' Provident Fund Contribution [@ Rs.12.00% as employer's contribution] & E.D.L.I. & A. charges / contribution [@ 1.61 % as Employer's contribution] per Person per month.			
5	Claim of Bonus as per minimum bonus act.			
6	Wage to be paid on employment on three national holidays			
7	(Your claim of) Other Statutory Contribution (please specify) per Person per month			
8	<b>Total of Sl. No. 3 (Three) to 7(Seven)</b>			
Sl. No.	Heads (Variable Charges)	Monthly Charges (In Rs.) For One Security Staff	Monthly Charges (In Rs.) for One Gun-man	Monthly Charges (In Rs.) for one Supervisor
9	Service Charges / Profit to be claimed by the Tenderer / Bidder / Agency per Person per month			
10	Other Charges to be claimed by the Tenderer / Bidder / Agency (please specify) per Person per month			
11	<b>Total of Sl. No. 9 to 10</b>			
12	Service Tax			
13	<b>Grand Total Charge (Sl. No. 8 + 11 + 12)</b>			

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.

**\*\* For ex-servicemen category the tenderer are requested to quote as per DGR rate applicable showing the Service Charges separately.**

Date:

Place:

Full Name of the Tenderer:

Signature &amp; Seal of the Tenderer: