

# कर्मचारी राज्य बीमा निगम

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

**EMPLOYEES' STATE INSURANCE CORPORATION**  
(Ministry of Labour & Employment, Govt. of India)

## क्षेत्रीय कार्यालय

107, रामनगर रोड, कोटा, रायपुर (छ.ग)-492010  
फोन/फैक्स : 0771-2254589



## Regional Office

107 Ramnagar Road, Kota, Raipur (C.G)-492010  
Phone & Fax : 0771-2254589  
E-mail : [rd-cgarh@esic.in](mailto:rd-cgarh@esic.in) Website : [www.esic.nic.in](http://www.esic.nic.in)

No.59/Z/17/12/2015-Genl

Date: 11/10/2017

### **RE-TENDER NOTICE INVITING E- TENDER** **FOR PROVIDING SECURITY GUARDS**

Sealed tenders are invited from the interested and eligible tenderers for providing the security guard on contract basis for ESIC Regional Office, 107, Ram Nagar Road, Kota, Raipur for one Year, may be extended on mutual consent for a period of another one year on same terms and conditions.

Nature of Work	Estimated Cost for 01 Year	Earnest Money Deposit (RS.)	Security Deposit (Rs.)	Last Date of Receiving of sealed tender bids	Date of opening of Bids.
Security Guards for ESIC Regional Office, Raipur. (3Persons)	Rs.14/- lakh approx for an year	Rs. 35,000/-	Rs.70,000/-	06/11/2017 Up to 3.00P.M	06 /11/2017 at 3.30P.M

1. Tender Document can also be downloaded from 'Tender' link of the ESIC Headquarters website [www.esic.nic.in](http://www.esic.nic.in) or central public procurement portal <https://esictenders.eproc.in>
2. Applications to this Tender will be accepted only through the online mode through <https://esictenders.eproc.in>. No other mode of application will be considered.

( **R.S. Chauhan** )  
Regional Director

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<b>क्षेत्रीय कार्यालय</b> 107, रामनगर रोड, कोटा, रायपुर (छ.ग)-492010 फोन/फैक्स : 0771-2254589		<b>Regional Office</b> 107 Ramnagar Road, Kota, Raipur (C.G)-492010 Phone & Fax : 0771-2254589 E-mail : <a href="mailto:rd-cgarh@esic.in">rd-cgarh@esic.in</a> Website : <a href="http://www.esic.nic.in">www.esic.nic.in</a>
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No.59/Z/17/12/2015-Genl

Date: 11/10/2017

## **RE- TENDER NOTICE INVITING E- TENDER**

Work: - Annual Service Contract of Security Guard Services for the ESIC, Regional Office, 107, Ram Nagar Road, Kota, Raipur.

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Yours faithfully,

(Satyanand Vikas)  
Assistant Director (General)

## **Important Instructions for Bidders**

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the Re-E- Tenders.

Bidder should get registered at <https://esictenders.eproc.in>.

Bidders can contact out Helpdesk at <https://esictenders.eproc.in/htm/Support.asp>

**Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in the form of Demand Draft from any scheduled bank, in favour of M/s. C1 India Pvt. Ltd. payable at New Delhi (or in any other form as acceptable by C1 India Pvt. Ltd) for participating in the Tender.**

Along with the Demand Draft, Bidder needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, User ID and Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).

The payment should reach at the below mentioned address, at least one day before the due date and time of Bid Submission:

**Kind Attn: Mr. Mohit Chauhan**

C1 India Pvt. Ltd.  
301, Gulf Petro Chem Building, 1st Floor,  
Udyog Vihar, Phase – 2,  
Gurgaon, Haryana - 122015

**Note: Bid Processing Fee will be Approved only after the receipt of payment.**

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(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

## EMPLOYEES' STATE INSURANCE CORPORATION

(Ministry of Labour & Employment, Govt. of India)

<p><b>क्षेत्रीय कार्यालय</b> 107, रामनगर रोड, कोटा, रायपुर (छ.ग)-492010 फोन/फैक्स : 0771-2254589</p>		<p><b>Regional Office</b> 107 Ramnagar Road, Kota, Raipur (C.G)-492010 Phone &amp; Fax : 0771-2254589 E-mail : <a href="mailto:rd-cgarh@esic.in">rd-cgarh@esic.in</a> Website : <a href="http://www.esic.nic.in">www.esic.nic.in</a></p>
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No. 59/Z/17/12/2015-Genl

Date: 11/10/2017

### RE-TENDER NOTICE INVITING E-TENDER

TO,  
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Subject: - One year Service Contract for providing Security Services for ESIC, Regional office, 107, Ram Naga Road, Kota, Raipur.

Sir/Madam,

I am directed to invite sealed tenders in two bid system on behalf of Regional Director, Regional office, Raipur from experienced Contractors engaged in Security services.

#### **INSTRUCTIONS TO BIDDERS**

##### **1. GENERAL:**

- The tender is being invited for Security Services under which the contractor shall provide Ex-Serviceman personnel to safeguard Regional Office, ESI Corporation, 107, Ram Nagar Road, Kota, Raipur properties (i.e. building, equipments and materials etc.), staff working in Regional Office, ESI Corporation, Raipur monitoring and Surveillance of the premises. Total Contract value is approximately Rs.14 Lakhas.
- Present requirement of ESIC is 3 Security guards,
- Only Ex-servicemen (not above the age of 65yrs) who are physically and mentally fit will be required/ to be supplied.
- A pre-bid meeting will be conducted on 31/10/2017 at 11:00 am to clarify the queries of all tenderers. If any amendment is made to the tender document it will be intimated to tenderers only through website/ E- Procurement site.
- The sealed tenders with separate Technical and Financial bids have to be filled in the specified pro-forma along with EMD written in Bold "Tender for Security Services" and addressed to the Regional Director, Regional Office, ESI Corporation, 107, Ram Nager Road, Kota, Raipur and should be dropped in stipulated date and time.
- The Tenderer should have the Registered/Branch office in Raipur.
- The tenderer should submit "Satisfactory Service" Certificates from their previous Clients as supporting documents failing which the information will be treated as invalid. The tenderer should not have been blacklisted by any Central/State Government agency in the past three years. (Attach self certificate).
- Each page of the tender document should be signed and stamped by authorized representative of tenderer in acceptance of the terms and conditions laid down by ESIC; Tenders received after the closing date and time will not be considered under any circumstances.

##### **2. ELIGIBILITY:**

- The Security Agency should have at least one running contract of RS. 14 lakh or two running contracts of at least Rs.7 lakh each or three running contracts of 5 lakh each.
- The Agency Should have minimum Experience of three years in providing Security Services to Central Government/State PSU(s)/State Government Department/Semi-Govt. Department/PSU and should submit copies of award letters in support there of duly attested.
- The Agency Should have Certified copies of annual turn-over details for the last three financial years (balance sheet, IT returns) certified by CA signed and sealed by tenderer.

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

- i. 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.
- ii. The bidder shall submit full details of his Agency/ Firm or, if the bidder is proprietor/ partnership or a Private Limited Company, full details of ownership and name of the directors.
- iii. Bidder shall submit a copy of PAN/TAN No. under the Income Tax Act.
- iv. Bidder must submit copies of all documents asked for in this tender, duly self attested, along with technical bid of the tender.

#### 3.1 Contents of Tender Documents:

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

- Notice of Invitation of Tender.
- Terms and Conditions.
- Scope of Work (Annexure-I).
- Technical Bid (Annexure-II).
- Financial Bid (Annexure-III).
- Undertaking (Annexure-IV).

3.2 .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.

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

### 4. **BID PRICE:**

- a. Bidder shall quote in the price bid, rates of wages for security personnel not less than the minimum wages as per DGR rates by giving break up of basic wages, including VDA, allowances; relieving charges, other statutory liabilities as mentioned in the DGR rates notification & service charges. The prospective bidders who do not meet the statutory requirements are liable to be rejected.
- b. The bidders are also required to quote separately the rates of wages as per the provisions of Minimum Wages Act as applicable in Chhattisgarh for civilian guards under the Semi-skilled Category including Relieving Charges, Statutory Liabilities, Goods & Services Tax, Service Charges and any other charges but these rates however would not be reckoned for deciding the L-1.
- c. The bid(s) shall be valid for 180 days from the date of opening. Conditional bids/ offers will summarily be rejected.

### 5. **DURATION OF CONTRACT :**

The contract shall be valid for two years subject to review after one year for satisfactory performance. The Competent authority of ESI Corporation, Regional Office, Raipur, reserves the right to curtail or to extend the validity of contract for further period on the same terms and conditions.

### 6. **BID SECURITY:**

- a. Any Tender not accompanied by Bid Security/Earnest Money Deposit of Rs. 35,000/- (Rupees Thirty Five thousand only) shall be rejected.
- b. Bid securities of the unsuccessful bidders will be returned to them at the earliest without interest.
- c. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- d. 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 Competent authority of ESI Corporation, Regional Office, Raipur up to a maximum of further two weeks on the written request of successful bidder.

- e. The tender should be submitted in two separate inner covers. First envelope will cover Technical Bid in the format given in Annexure 'B' along with EMD and the documents as mentioned below in S.N.6; second envelope will cover Financial Bid as per format given in Annexure 'III'. Financial bid for quarterly facade cleaning may be given separately in Annexure 'III'. Each envelope should be sealed and super scribed in bold letters as:
- a. Technical Bid b. Financial Bid
- f. The tender should be in prescribed format duly filled in and signed by the bidders in both bids and these two envelopes should be contained in a single envelope sealed by the bidder.

**The sealed cover of Technical Bid should consist of the following documents:**

S.N.	Documents Required
1	Registration No. of the Agency/Firm/ Company in regard to ownership(Except in case of Sole Proprietorship)
2	Registration No. of the under Contract Labour (R&A) Act1970 for "Security Services" only (license providing services other then security services will not be entertained)
3	Copy of a license under private Security Agencies (Regulation) Act 2005 and private security Agencies (Regulation) Rule
4	Proof of valid registration with statutory authorities for Goods & Services Tax.
5	Permanent Account Number (PAN) allotted by Income Tax Department.
6	Proof of valid registration with Employees Provident Fund (EPF) authority.
7	Proof of valid registration with ESIC authority.
8	Self certificate regarding not black listed by any Central/ State Government agency in the past three years.
9	Audited Balance sheet P&L Account/ Income & Expenditure statement and Audit Reports of financial Three years 2014-2015, 2015-2016, and 2016-2017 duly certified by the Statutory Auditors.
10	Earnest Money Deposit: Demand Draft of Rs.35, 000/- in favor of "ESI Fund A/c No. 1, payable at Raipur".
11	Details of Bank account e.g. Name of Bank, Name of branch, and type of A/c, IFSC Code, MICR Code, and Branch Code.
12	E.S.I. & E.P.F payment detail for the last 2 years in Performa with copy of challans.
13	Experience Certificate /Satisfactory performance Certificate issued by the Central Govt./State Govt./PSU/Autonomous body etc.(Atleast One)
14	Copy of circular/Notification issued by DGR rates & Service charges wages.
15	Undertaking in the format given in Annexure 'IV'.

**Note: Cash/Cheque will not be accepted. Tenders will be rejected/ not considered if it is not accompanied by Earnest money deposit.**

**7. Bid Opening:**

The Pre-qualification/ Technical Bids will be opened by a Tender Opening Committee in the presence of the Bidders or their representatives who may wish to be present at scheduled time.

**8. Award of Contract:**

- a. The competent authority of Regional Office, ESI Corporation, 107, Ram Nagar Road, Kota, Raipur will award the contract to the successful evaluated bidder whose bid 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.
- b. In case more than one price bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation by committee constituted by the competent authority of Regional Office, ESI Corporation, Raipur.
- c. The successful bidder will be informed by Registered post or by e-mail that his bid has been accepted. (Hereinafter and in the condition of contract called the "Letter of Award").
- d. TDS will be deducted as per the provisions of IT Act from the bills submitted by the successful tenderer.
- e. The successful bidder will be required to execute an agreement with in a period of 2weeks from the date of issue of Letter of Award until extended by the competent authority of Regional Office, ESI Corporation, 107, Ram Nagar Road, Kota, Raipur, up to a maximum of another two weeks.
- f. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Award" for an amount of Rs. 70,000/- (Rupees Seventy 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 A/C No. 1" payable at Raipur. 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.

- g. 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. ESIC, reserves the right to terminate the contract by serving three months' notice, in writing. The Contract may be terminated with mutual consent by giving three months' notice. In case the successful tenderer does not come forward for the supply of Security guards or withdraws within 3 months without valid/genuine grounds from the commencement of contract, the EMD/SD amount furnished by the bidder will be forfeited. In this regard the decision of the competent authority of RO, Raipur is final.
- h. The Contract or shall provide uniform and trained personnel and use its best endeavor to provide Security services to the ESI Corporation for providing safety ,monitoring and surveillance .(DGR rates quoted for Ex-Serviceman Security Guards will include basic wages, including VDA, break up of allowances, other statutory liabilities, service charges and Service Tax etc.). The agency will quote the rates per shift of eight hours per person per day. In case of revision in wage structure of DGR rates, Govt. of India, the incremental wages as applicable, will be payable on being claimed by the tenderer).
- i. The offers/bids which are not in consonance of DGR rates/Minimum Wages Act and any other Labour laws will be treated as invalid.
- j. At present about 03 Ex-Servicemen at locations of our Regional Office107, Ram Nagar Road, Kota, at Raipur required to be deployed, however their requirement may vary from time to time. The strength of the Security Personnel may be increased or decreased at any stage depending upon the actual requirements by the RO, ESIC, Raipur.
- k. 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.

Yours faithfully,

(Satyanand Vikas)  
Assistant Director (General)

## **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 the ESIC and if any change is required on part of the ESIC fresh list of staff shall be made available by the agency after each and every change.
2. The security agency shall employ 100% man power from the category of Ex-Servicemen not above the age of 65years. The contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment In the ESI Corporation. The security agency shall not employ any person below the age of 18yrs. And above the age of 65yrs. Manpower so engaged should be trained for providing security services and fire fighting services.
3. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies (Regulation ) Rules ,DG R rates/Minimum Wages Act, Contract Labour (Regulation and Abolition) Act1970. EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor.
4. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
5. 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 ESIC authorities. The tenderer shall submit copies of the discharge books of ex-servicemen to ESIC authorities, before their deployment.
6. 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 Regional Office, ESI Corporation, 107, Ram Nagar Road, Kota, Raipur.
7. 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.
8. The security personnel shall ensure that there are 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. Assistant Security Officer must organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.
9. The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the ESI Corporation premises.
10. The contractor shall have his own Establishment/Setup/ Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
11. That in the event of any loss occasioned to the ESI Corporation as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the ESI Corporation, such loss will be made good from the amount payable to the tenderer. The decision of the competent authority of Regional Office, ESI Corporation, Raipur in this regard will be final and binding on the agency.
12. 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 ESI Corporation may issue from time to time and which have been mutually agreed upon between the two parties.
13. The 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 Competent Authority of Regional Office, ESI Corporation, Raipur.
14. The contractor shall be responsible to protect all properties and equipments of the ESI Corporation, 107, Ram Nagar Road, Kota, Raipur entrusted to it.
15. 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/- on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
16. 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/Officers/Visitors. The 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.
17. The eight hours shift will normally commence from 6:00 AM to 2:00 PM, 2:00 PM to 10:00 PM and 10:00PM to 6:00



AM. The timings of the shift are changeable and can be fixed by the ESI Corporation from time to time depending upon the requirements. Prolonged duty hours (more than 8hrs. at stretch) shall not be allowed. No payment shall be made by the ESI Corporation for double duty, if any.

18. The security personnel deployed by the Contractor shall work under overall supervision & direction of the ESI Corporation administration. The ESIC administration shall specify the services of guards to be obtained in each shift.
19. 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 Care taker Regional Office, ESI Corporation, Raipur and other supporting documents. No other claim on whatever account shall be entertained by the ESI Corporation. 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 month. It shall not be linked to the payment of the bill.
  - b. 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.
  - c. Payment to such workers must be made by the service providers through Bank transfer. Under no circumstances payments will be made in cash. To ensure this, service providers will get a bank account opened for every engaged worker.
  - d. While submitting the bill for the next month, the services provider must file the following along with copy of Salary and attendance sheet.
    - i) Wages of workers were credited to their bank accounts on (date) with proof thereof.
    - ii) ESI Contribution relating to workers amounting to Rs. deposited on (date) i.e. copy of challan paid.
    - iii) EPF Contribution relating to workers amounting to Rs. Was deposited on (date) i.e. copy of the challan paid.
    - iv) An undertaking in plain paper stating that "We are complying with all statutory Labour Laws including Minimum Wage Act" with seal and signature of employer every month.
  - e. The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit he bill in time, even then he has to make the payment to the workers on the last working day.
  - f. The contractor shall compulsorily issue the salary slip to every security guard duly indicating the salary particulars and deductions.
20. Any damage or loss caused by contractor's persons to the ESI Corporation in whatever form would be recovered from the contractor.
21. The Regional Office 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.
22.
  - 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 Corporation 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 per shift be deducted from the contractor bill.
  - c. In case any public complaint is received attributable to misconduct/ misbehavior of contractor's personnel & is assessed as true by Corporation 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 ESI Corporation 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, ESI Corporation 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 ESI Corporation 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.

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

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 ESI Corporation 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 ESI Corporation.
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 ESI Corporation, the Competent Authority of Regional Office, ESI Corporation, Raipur 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 ESI Corporation 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 for security services only under the Contract Labour (R&A) Act 1970 valid as on date.
31. The bidder shall ensure to provide civilian male/ female/ex servicemen security guards in each shift in Emergency to ESI Corporation on need and whenever –wherever basis. In such case the rate of payment shall be on minimum wages of security guard prescribed by the appropriate government authority along with applicable statutory liabilities and service charge quoted by the contractor.
32. 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. ESI Corporation will be at liberty to get anybody re-examined 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. The ESI Corporation shall not be responsible for providing residential accommodation to any of the employee of the contractor.
36. The 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 ESI Corporation does not recognize any employee-employer relationship with any of the workers of the contractor.
37. 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 ESI Corporation from the agency.
38. If any underpayment is discovered, the amount shall be duly paid to the agency by the ESI Corporation.
39. The bidders 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 ESI Corporation etc.

40. 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.
41. The bidder should have it own supervisory and quick response team in Raipur to deal with emergent situations.

**42. OBLIGATIONS OF THE CONTRACTOR:**

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 acknowledgments 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.

**43. ARBITRATION**

- 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 Competent Authority of Regional Office, ESI Corporation, Raipur.
- b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings 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 Raipur only.

**43. JURISDICTION OF COURT:**

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

Yours faithfully,

(Satyanand vikas)  
Assistant Director (General)

**SCOPE OF WORK OF THE SECURITY AGENCY**

The contractor shall have to provide round-the-clock security services in the Regional Office, ESI Corporation, 107, Ram Nagar Road, Kota, Raipur. The agency shall ensure protection of the personnel & property of the 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 dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the campus of the ESI Corporation, Raipur.

**DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

1. The Security Agency will be responsible for overall security arrangements of the ESIC, Regional Office, 107, Ram Nagar Road, Kota, Raipur 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 ESI Corporation 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 will be as per the instructions of the authorities of the 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 ESI Corporation.
7. Security personnel shall also ensure door keeping duties.
8. The Security Guards should also have knowledge and should be well versed with the operation and usage of Security Checking Equipments.
9. The Guards on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the 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 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 outsider's calamities.
13. The Security Guards should be trained to extinguish fire with the help of fire extinguishers 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/supervisor/Assistant Security Officer deployed shall also participate as per their role defined in the disaster plan, if any, of the 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, patients and elderly.
16. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
17. The Security personnel must watch that there is no un-identified/unclaimed/suspicious objects/ person in the Building/ Premises.
18. The vehicles that enter in to the premises must be identified noted in the register and parked at designated places. Trolley mirror, wherever required may be provided for the inspection of four wheelers/other vehicles.
19. The visitor should be allowed inside the office building, only with proper passes to be issued by the reception personnel including entry in visitor's Register. The pass should be returned to the reception personnel with signature of the officer who has been visited and departure time of the visitor. Visitor includes retired staff, officers and staff of Regional Office, Raipur.
20. Office files/papers/ equipment or machinery may be allowed to be takes out of the building only with proper gate pass under the signature of competent authority.
21. Any other duties/responsibilities assigned by the ESI Corporation Administration may be incorporated in the agreement. The Same Shall also is binding on the contractor.

Yours faithfully,

(Satyanand vikas)  
Assistant Director (General)

**TECHNICAL BID****TECHNICAL BID FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES.**

1	NAME OF TENDERING AGENCY/FIRM
2	STATUS OF THE FIRM (PROPEITORSHIP/PARTNERSHIP ETC)
3	NAME OF OWNER/PARTNERS/DIRECTORS
	FULL PARTICULARS OF OFFICE: A) ADDRESS B) TELEPHONE/MOBILE NO: C) FAX D) E-MAIL ADDRESS
4	REGISTRATION DETAILS: (A) PAN/GIR NO: (B) GOODS & SERVICE TAX REGISTRATION NO. (C) E.P.F.REGISTRATION NO. (D) E.S.I. REGISTRATION NO. (E) REGISTRATION NO. OF FIRM :
5	DETAILS OF EARNEST MONEY DEPOSIT : A) Demand Draft No: B) Demand Draft Date C) Drawn Bank & Branch D) Valid Up to
6	DETAILS OF BANK ACCOUNT : A) BANK Name : B) Branch Name: C) Bank A/c No : D) IFSC Code :
7	Documents :
	A) Proof of valid Registration number.(Applicable for all bidder other than Sole Prop.)
	B) Copy of a license under private Security Agencies (Regulation) Act 2005 and private security Agencies (Regulation) Rule.
	C) Proof of the License number under Contract Labour (R&A) Act 1970, valid for providing security services only.
	D) Proof of valid registration with statutory authorities for Goods & Service Tax.
	E) Permanent Account Number allotted by Income Tax Department.
	F) Proof of valid registration with Employees Provident Fund (EPF) authority.
	G) Proof of valid registration with ESIC authority.
	H) Self certificate regarding not black listed by any Central/ State Government agency in the past three years.
	I) Audited Balance sheet P&L Account/ Income & Expenditure statement and Audit Reports of financial years 2013-2014, 2014-2015, and 2015-2016 duly certified by the Statutory Auditors.
	J) E.S.I. & E.P.F payment detail for the last 2 years(in Performa attached with copy of challans)
	K) Experience Certificate /Satisfactory performance Certificate issued by the Central Govt./State Govt./PSU/Autonomous body etc.(At least one)
	L) Copy of circular/Notification issued by DGR rates & Service charges wages.
	M) Undertaking as given in Annexure "IV"

8) Details of Satisfactory Performance Certificate from PSU/Govt. Companies where the Tenderer has worked during last three years. (Along with proof)

S.N.	Name of PSU / Govt. Company	Period of Contract

9) Work experience:-

Details of Currently Running Security service contract having value of Rs. 14.00Lakhs (at least 01 contract) / Rs. 7.00 lakhs (at least 2) & Rs.5.00 lakhs (minimum 3 Contracts) in following Performa:- (along with proof thereof)

S.N.	Name & Address the Organization	Value of Contract	Duration From	To

10) ESIC & EPF Payment details for the past two years:

a) ESIC Payment details

Sl.No	Month & Year of challan	No. of employees	Amount Deposited
Enter details for two years starting from August 2015 till July 2017			

b) EPF Payment details

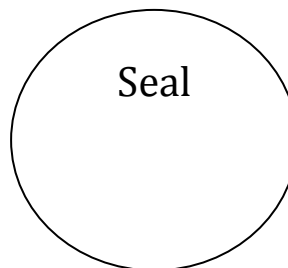
Sl.No	Month & Year of challan	No. of employees	Amount Deposited
Enter details for two years starting from August 2015 till July 2017			

Signature of Authorized Person

Date:-

Name:-

Place:-



**FINANCIAL BID**

**(TO BE PUT IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING" TENDER FOR SECURITY SERVICES")  
PRICEBID FORPROVIDLNG SECURITY SERVICES FOR EX-SERVICEMAN GUARDS AS PER DGR RATES**

S.No.	Nature of Services	Rate per Month (Rs.)	No. of Persons	Total Amount quoted* (Rs.)
1	3 Security Guard for ESI Corporation, Regional Office, Raipur Which is Area-B**			
2	Service Charges which should include: All expenditure on providing managerial/supervisory/ administrative services by all means to get the work done through deployed Security Services staff			
			Grand Total	

\* The above rates should be inclusive of all components to be paid mandatorily under statutory regulations in force but excluding only service tax which shall be reimbursed on actual on production of documentary evidence.

\*\* The classification of areas is adopted as per the guidelines issued by Directorate General Resettlement, Department of Ex-Servicemen (Ministry of Defence), Govt. of India.

\*\*\* The rates quoted by the agencies should not be less than the DGR rates after deduction of TDS.

Signature of Owner/Managing Partner/Director,  
Date:-

Name:-

Place:-

Seal:-

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

To  
The Regional Director,  
Regional office,  
ESI Corporation,  
Raipur (C.G)

Sub: Tender for Providing Security Services at Regional office, ESI Corporation, 107, Ram Nagar Road, Kota, Raipur.  
Ref: No. No.59/Z/17/12/2015-Genl. Date: 11/10/2017

Dear 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 enclose herewith the Earnest Money deposit (EMD) of Rs.35, 000/- (Thirty five thousand only) by demand draft/pay order No. \_\_\_\_\_ dated. \_\_\_\_\_ drawn on. \_\_\_\_\_ favoring ESI Fund A/c No.1 and payable at Raipur.
4. I/We abide by the provisions of DGR rates/Minimum Wages Act ,Private Security Agencies (Regulation) Act 2005 and Private Security Agencies (Regulation) Rules, 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.
5. I/We will be responsible for proper health of the labourers and injury, if any, caused to the workers while working and for the behavior & conduct of the workers. I/We certify that no criminal/Income tax/service tax/black-listing case is pending against my/our firm/company.
6. My/our offer includes component of applicable wages not below statutory limit to my/our workmen, cost of required tools, cleaning materials, Provident Fund, statutory charges, ESI contribution ,taxes, duties, royalties, octroi/levies, bonus etc. All the statutory payments will be paid by me/us to the concerned authorities on due dates and I/we understand that the service tax' component shall be reimbursed to me/us with monthly bills on actual basis only on production of documentary proof of deposits with concerned authorities for the previous month.
7. My/our offer shall be valid for a period of 6 Month from the date of opening of the financial bid.
8. I/We shall provide security services through Ex-Servicemen Security guards.
9. I/We hereby undertake that complete security of the ESI Corporation shall be ensured by our Security Agency as well as any other assignment considered by the Regional Office, ESI Corporation, Raipur.

Thanking you,

Yours faithfully,

For M/s. \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Seal of  
Contractor