



**HEADQUARTER'S OFFICE  
EMPLOYEES' STATE INSURANCE CORPORATION  
PANCHDEEP BHAWAN: CIG ROAD: NEW DELHI  
(ISO : 9001-2008 Certified)  
E-Mail : [general-hq@esic.in](mailto:general-hq@esic.in)**



No.D-11/19/Sec./Noida/2015-Genl.

Dated : 01.11.2018

**NOTICE INVITING LIMITED E-TENDER FOR HIRING OF SECURITY SERVICES AT  
ESIC COLONY, SECTOR-56, NOIDA**

**1. IMPORTANT INSTUCTIONS FOR BIDDERS:-**

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

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer→Tools →Internet Options→Security→Trusted Sites→Sites of Internet Explorer:

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under Internet Explorer→Tools→Internet Options→Advanced Tab→Security.

Bidder needs to submit Bid Processing Fee charges of Rs.2495/- (non-refundable) in favour of M/s C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or Net Banking for participating in the Tender.

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

## 2. GENERAL:-

1. The present limited e-tender is being invited for hiring of Security Services under which the security agency shall provide Ex-Serviceman to safeguard ESIC Colony, Sec.56, Noida (i.e. staff qtrs., , monitoring and surveillance of the premises).
2. Present requirement of security manpower at ESIC Staff Colony, Sec.56, Noida is as under:-

	Security Supervisor	Armed Guard	Unarmed Guards
ESIC Colony, Sec.56, Noida	1	1	11

The number of Supervisor/Security Guards/Gunman are subject to revision as per exigencies.

3. Only Ex-Servicemen who are physically and mentally fit will be required to be supplied.
4. The Limited e-tender will be available for online submission of bid on e-procurement portal of ESIC i.e. <https://esictenders.eproc.in> with effect from 05.11.2018. The tender documents can also be viewed/downloaded on/from ESIC website [www.esic.nic.in](http://www.esic.nic.in).
5. The online tenders can be submitted till 2.30 PM on or before 27.11.2018. The technical bid will be opened at 3.00 PM on 27.11.2018 at Room No.101, ESIC Hqrs. office in the presence of representatives of bidders, if any of them remain present at that time. The date and time of opening of financial bid will be intimated over phone/through e-mail.

## 3. THE ELIGIBILITY CONDITIONS FOR SECURITY AGENCY ARE AS FOLLOWS:-

1. The Agency should have registration/licence with appropriate authorities under Contract Labour (Regulation & Abolition Act), 1970 (if applicable), ESI Act, EPF Act, etc. and comply with all relevant laws & statutory requirements.
2. The Agency should not have been blacklisted by any Central/State Government department/PSU/Autonomous body in the past three years (Attach self certificate).
3. The Agency should have valid PAN number.
4. The Agency should have valid GST Registration No.

Copy of requisite documents in support of above mentioned eligibility conditions may be uploaded with the tender.

## 4. TERMS & CONDITIONS OF THE CONTRACT:-

1. The security personnel provided shall be the employees of the security agency and all statutory liabilities will be paid by the security agency such as ESI, EPF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available and if any change made in the list of staff may immediately be informed.
2. The security agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws, like ESI Act, EPF Act, Minimum Wages 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 security agency from local police authorities and an undertaking in this regard to be submitted.
4. The security agency 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. The Security Guards will be required to mark their attendance at Aadhar Enabled Biometric Attendance System installed in ESIC office and security agency will provide the requisite details of each guards for their registration on e-attendance portal.
5. The payment to the Security Guards deployed in ESIC will be made through Cheque/ECS only by the security agency/Agency and details of payment of each month may be submitted with the bill for next month. In case it is found that there is intentional under payment to security Guards,

- the action including cancellation of contract may be taken.
6. All liabilities arising out of accident or death while on duty shall be borne by the security agency.
  7. 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.
  8. security agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste and misuse within the areas of the ESIC Colony, Sec.56, Noida. Any theft/loss occurred in any of the places where Security Guard is being provided by the Agency, due to negligence of the security Guards, the Agency will be liable to compensate the loss caused. Repeated negligence in above connection may cause action of forfeiture of security deposit and cancellation of contract. The decision of the ESIC in this regard will be final and binding on the agency.
  9. The security agency 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.
  10. The security agency 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 may issue from time to time and which have been mutually agreed upon between the two parties.
  11. The ESIC shall have the right, to remove any Security Guard which is considered to be undesirable or otherwise.
  12. The personnel engaged by the security agency shall be smartly dressed in neat and clean uniform (including proper name badges), any failure will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from security agency's bills.
  13. All the security guards should be below the age as per the DGR guidelines. The personnel engaged should be of good 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).
  14. The eight hours shift will normally commence from 0600 hours 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 ESIC 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 ESIC for double duty on regular basis, if any.
  15. The payment would be made on monthly basis as per quoted rates for ex-servicemen for actual shifts manned/operated by the personnel supplied by the security agency and based on the attendance sheets/AEBAS Report duly verified by the Caretaker of the ESIC Colony, Sec.56, Noida and other supporting documents. No other claim on whatever account shall be entertained by ESIC Hqrs. Office. The Security Agency shall make the payment of monthly wages to the security personnel in the mode and manner prescribed by the ESIC.
  16. (a) In case any of security agency'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 ESIC Hqrs. and the same shall be deducted from the contractor's bills. (b) In case any of security agency's personnel deployed under the contract fails to report in time and security agency is unable to provide as mentioned in para 16(a) above shall be levied.
  17. In the event of any breach/violation or contravention of any terms and conditions contained herein by the security agency, the Security Deposit of the Agency shall stand forfeited and contract may also be terminated.
  18. Any liability arising out of any litigation (including those in consumer courts) due to any act of security agency's personnel shall be directly borne by the security agency including all expenses/fines.
  19. 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, act 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 be 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.

20. If the security agency is a Registered Company/partnership of two or more persons, all such persons shall be jointly and severally liable to the ESIC (Hqrs.) for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorised signatory with authority to sign.
21. The security agency shall not engage any sub security agency or transfer the contract to any other person in any manner.
22. The security agency shall provide proof of Ex-Servicemen status of the Security Guards before their deployment in the ESIC. Manpower so engaged should be trained for providing security services and fire fighting services. The Gunner provided, should possess valid license/registration for keeping the Gun.
23. The security agency 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. The Director / Jt. Director (Genl. Br.), ESIC, Hqrs. Office will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnels shall be deployed for duty. The employees of the security agency/security agency shall be always alert. If any security guard was found sleeping on duty, a penalty of Rs.500/- per such incident will be deducted from the bill of the security agency. 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 security agency and such security guard will have to be replaced immediately.
24. Security staff engaged by the security agency shall not take part in any staff union and association activities.
25. The security agency 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 charges and registers at security check points and records keeping as per requirements.
26. Agency will provide proper communication system to each security guards to ensure effective timely communication in case of need.
27. The ESIC Hqrs. Office shall not be responsible for providing residential accommodation to any of the employee of the security agency.
28. The Director/Jt. Director (Genl. Br.) shall not be under any obligation for providing employment to any of the worker of the security agency after the expiry of the contract and does not have any employee employer relationship with any of the workers of the security agency.
29. The security agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the ESIC Hqrs. Office.
30. The security agency shall ensure full compliance with tax laws and labour laws of Government of India/State Govt./Local Authority with regard to this contract and shall be solely responsible for the same.

The security agency shall submit copies of acknowledgments evidencing filling of return every year and shall keep the Employer fully indemnified against liability of levies/taxes, interest, penalty, etc. of the security agency in respect thereof, which may arise.

The security agency will be under obligation to submit a certificate that he has cleared/paid all the monthly dues of its/his employees with bills of every month.

31. (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised 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/Jt. Director (Genl. Br.), ESI Corporation, Hqrs. Office.
- (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 security agency shall not be entitled to suspend the work/service to which the dispute related on account of the arbitration and payment to the security agency shall continue to be made in terms of the contract. Arbitration proceedings will be held at New Delhi only.

32. The Courts at New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
33. Successful bidder is required to submit Contract Performance Guarantee equivalent (CPG) to 10% of first month wage bill. CPG will be deducted from ESM's monthly service charges in one instalment.
34. The work will be awarded initially for the period of two years. The agreement will be extendable for one more year subject to the satisfactory performance.
35. Tenderer is required to submit technical and financial bid along with relevant documents at [esictenders.eproc.in](http://esictenders.eproc.in).
36. The Agency awarded the contract shall produce the following in person at the time of signing of the contract.
- (a) Ink signed copy of the sponsorship letter.
  - (b) Original copy of the empanelment Certificate (with photograph and signature of Proprietor/Directors).
  - (c) License of Operation.
37. No claim for payment from security agency shall be entertained after the lapse of three years of arising of the claim.
38. The performance of contract will be reviewed from time to time as per procedure decided by the Director/Jt. Director (Genl. Br.) in this regard and action on further continuance of the security agency will be decided based on the review.
39. The tender will be decided as per the following terms & conditions:-
- (a) The lowest rate quoted by the tenderer including service charges.
  - (b) If all the tenderer quotes same rates, then the senior most Agency as per DGR sponsorship letter dated 14.09.2018 will be considered.

**DIRECTOR (GENL. BR.)  
ESIC, HQRS. OFFICE**

**TECHNICAL BID**

**TENDER FORM FOR PROVIDING SECURITY SERVICES AT ESIC COLONY, SECTOR-56,  
NOIDA (U.P.)**

1	Name, Address of firm/Agency/Company & Telephone Numbers	
2	Name, Designation, Address and Telephone No. of authorised person.	
3	Please specify as to whether Tenderer is sole proprietor/partnership firm/Private or Limited Company.	
4	Name, Address and Telephone No. of Directors/Partners/Proprietor.	
5	Copy of Pan Card issued by Income Tax Department	
6	Provident Fund Registration Certificate Number	
7	ESI Code Number	
8	GST Registration No.	
9	(A) Documentary proof with license No. 1.Under Contract Labour (Regulation & Abolition Act, 1970) 2.Private Security Agencies (Regulation)Act, 2005 and Delhi Private Security Agencies (Regulation) 2009/Other State Regulaion as applicable	
10	Whether Agency is blacklisted by any Central/State Govt./PSU/Autonomous body if not attached self-certificate	
11	Any other information	
12	Declaration by the bidder: This is to clarify 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 Bidder**

**FINANCIAL BID**

S.No	Description	RATE (PER MONTH)			
		Security (without arms)	Guard	Security (with arms)	Guard Supervisor
(a)	Basic Wages (BW) plus Variable Dearness Allowance (VDA)				
(b)	Employees' State Insurance (ESI)				
(c)	Employees' Provident Fund (EPF)				
(d)	Employees' Deposit linked Insurance (EDLI)				
(e)	Administrative charges (EPF & EDLI)				
(f)	House Rent Allowance (HRA)				
(g)	ESI on HRA				
(h)	Bonus				
(i)	Uniform Outfit Allowance				
(j)	Uniform Washing Allowance				
(k)	Total (a to j)				
(l)	Relieving charges 1/6 of total serial (k)				
(m)	Total Cost per head				
(n)	Service Charges				
(o)	Sum Total				
(p)	GST				

**Signature of Bidder**

**Note:**

1. Wherever the state minimum wages are higher than the wages notified therein, the higher wages shall stand protected and would be payable.
2. ESI – The Employees employed in watch and ward duties shall be covered under the Employees' State Insurance Act, 1948 as amended from time to time based on the gazette notifications by respective State Government covering the area under the ESI Act. Those areas which are not covered in the notification shall be covered under the Workmen Compensation Act, 1923 as applicable.
3. HRA – the classification of the areas for the purpose of calculation of HRA is to be taken as per the classification of areas for HRA promulgated by the Ministry of Finance, Govt. of India.
4. Bonus – Bonus is mandatory as per Payment of Bonus Act, 1965 (as amended vide Payment of Bonus Amendment Act, 2015), concerned months wage as fixed by DGR or State Government or Rs.7000/- whichever is higher is payable to the security guard/supervisor with effect from 01.04.2014. The minimum bonus has been calculated on the minimum wage of Rs.3500/-. The upper limit of bonus is 20%. Bonus is applicable for wage between 3500 (lower limit) to Rs.10000/- (upper limit).
5. Paid Rest Day – The security guards are entitled to a paid rest day in every period of seven days (Refer Section 13(b) of the Minimum Wages Act, 1948 and Rule-23 of the Wages (Central) Rules, 1950). When a security guard is requisitioned by the Principal Employer to work for more than 48 hours in a week, he is entitled to wages on overtime rates for additional period at double the ordinary rates in addition to the wages for the rest day.
6. Leave - Payment for leave relief during the leave as mandated by center/State Government/Principal Employer/Service Recipients will also be admissible by the Principal Employer/Service Recipients.
7. Additional Charges – Additional charges will be levied in case of service being provided remote/disturbed/hazardous areas as Field Allowance @ 25% on Basic Pay plus VDA and will be entitled to ESM security guards when working in remote/disturbed area such as Northern Eastern States, J&K, etc. or when working in area hazardous to health such as Coal Fields, Mines and Pipelines.
8. The daily wages shall be the minimum wages below which the employees employed in the watch and ward duties shall not be paid. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting rates of basic daily wage including the variable dearness allowance but the same will not be below the minimum wages as given above.
9. Wages are subject to amendments as and when promulgated by DGR from time to time.
10. Para 2(b), (c), (f), (g), (h), (I) & (n) shall be calculated by the security agencies and PSUs/service recipients, as per the governing statutory provisions, as applicable.
11. Any welfare measures laid down by the Central/State Enactments shall be duly complied with by the security agency and PSUs/Principal employers.