

	<p>ESIC HOSPITAL, ADITYAPUR / क० रा० बि० निगम अस्पताल, आदित्यपुर, (Under Ministry of Labour &amp; Employment, Govt. of India) JAMSHEDPUR, JHARKHAND-831013 / जमशेदपुर झारखण्ड :831013 (An ISO 9001-2008 Certified Hospital) ( ISO 9001:2008 प्रमाणित अस्पताल) (Telephone No. 0657-2383210)</p>	
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### **NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES**

Sealed quotations are invited from registered Security Agencies having at least 50 security guards on their roll and three years experience for providing security services in Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies for providing security services in the premises of ESIC Hospital, Adityapur and Staff Quarters on contract basis for a period of one years ( which may be extendable for another on mutual consent and satisfactory performance).

Tender documents containing Eligibility criteria and Terms and Conditions can be obtained on payment of **Rs.200/-** (non-refundable) from the Office of the Medical Superintendent on all working days up to 3.00 PM. **(Saturday 10.00 to 12.30 PM)**. Interested Agencies may submit sealed tenders to the undersigned latest by 06.05.2011 till 2.00 PM along with E.M.D. amount of Rs.25,000/- through Demand Draft in favour of "ESIC Fund Account No.1, payable at Adityapur, Bazar Branch. The quotations will be opened on the same day at 2.30 PM. The tender document may also be downloaded from the Net at **www.esic.nic.in**. Incase, tender documents is downloaded from website cost of tender documents i.e. Rs.200/- may be deposited along with E.M.D.

**Date of issue of tender form** : **21.04.2011**  
**Last date of receipt of tender** : **06.05.2011 at 2.00PM**  
**Date of opening of tender** : **06.05.2011 at 2.30PM**

**Submission of Bids:-** Tenderer is requested to submit 2-bids superscribing "Technical Bid" and "Price Bid" under separate/ individual sealed cover. Both these envelopes and D.D of Rs. 25,000/- towards EMD are to be kept in a third bigger cover which should also be sealed and superscribed as "**Tender for providing Security Personnel**". This envelope should also bear the sender's name and address. This third envelope should be dropped in the tender box placed in the office of Medical Superintendent, ESIC, Hospital, Adityapur on 06.05.2011 up to 2.00pm. Only technical bid shall be opened first. The Price Bid of only those tenderers whose technical bid is fully accepted by the Technical Evaluation Committee, shall be opened next on any subsequent day under intimation to qualified parties. Each and every page of the quotation be serially numbered and duly signed by the tenderers with seal. **Please note that without EMD Technical Bid shall not be opened/ considered.**

**Medical Superintendent**

## **TENDER DOCUMENTS**

### **GENERAL:**

1. The present tender is being invited for Security Services under which the contractor shall provide Ex-Servicemen to safeguard ESIC Hospital properties and Staff Quarters (i.e. building, equipments, materials, monitoring and surveillance of the premises).
2. Present requirement of E.S.I.C Hospital, is Security Supervisor -02, Security female Guard -02, Gun man -01 and Security male Guards - 10, . The No. of Supervisor / Security Guards / Gunmen are subject to review as per exigencies.
3. Only Ex-Servicemen who are physically and mentally fit will be required to be supplied.

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

- 1 The Agency has at least three years of experience for providing such services to Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies (proof to be attached).
- 2 The Agency should have registration / license with appropriate authorities under Contract Labour (Regulation & Abolition Act), 1970, ESI Act, EPF act, Private Security Agency Act, 2005, etc. and comply with all relevant laws & statutory requirements.
- 3 The Agency shouldn't have been blacklisted by any Central/State government agency in the past three years. (Attach self certificate).
- 4 The Agency should be registered with the service tax department and carrying a valid Service Tax registration number.
- 5 The Agency must be carrying a PAN. And Bank account in Nationalized Bank/ SBI and they will furnish their Bank account details.
- 6 The Agency should have experience of supplying / providing at least three similar works in Central Govt. / State Govt. / PSUs/Autonomous bodies in the last 3 financial years. Attach list of Clients along with Satisfactory Performance Certificate from Clients.
- 7 The tender should be accompanied by Earnest Money deposit of Rs.25,000/-.
- 8 The Agency should have minimum 50 Security Guards on their roll.

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

### **TERMS AND CONDITIONS OF THE CONTRACT**

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, 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. At the time of deployment of security personnel ESI no. & EPF No. shall be furnished, without ESI No. & EPF No. of security personnel, their deployment in hospital will not be allowed.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Contract Labour (Regulation & Abolition) Act ,1970, ESI Act and EPF Act etc. with regard to the Security personnel engaged by him for works.
3. The antecedents of security staff deployed shall be got verified by the contractor from local police authorities and an undertaking in this regard to be submitted.

4. The Contractor / 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.
5. The payment to the Security Guards deployed in ESIC Hospital will be made through ECS only by the Contractor / Agency and details of payment of each month may be submitted with the bill for next month. In event it has found that there is intentional under payment to security Guards, the action including forfeiture of security deposit and cancellation of contract may be taken.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
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. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse within the areas of the ESIC Hospital and Staff Quarters. 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, Hospital in this regard will be final and binding on the agency.
9. The contractor shall have his own Establishment/set up/mechanism/training institute to provide training aids or should have tied up with a training institute having Ex-Servicemen/Ex-Para Military Forces/Ex-Police trainers for training purpose at his own cost to ensure correct and satisfactory performance of his duties and responsibilities under the contract
10. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which may issue from time to time and which have been mutually agreed upon between the two parties.
11. The ESIC Hospital shall have the right, to remove any Security Guard which is considered to be undesirable or otherwise.
12. The personnel engaged by the contractor 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 the Contractor's bills.
13. All the security guards should be below the age of 55 years. 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 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs and would be called morning, evening and night shift respectively. But the timings of the shift are changeable and can be fixed by the ESIC, Hospital, 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, Hospital for double duty on regular basis, if any.
15. The agency will be responsible for complying with payment of minimum wages (Central or State Govt. whichever is higher) in Case of Civilian security Guards and DGR rates in case of Ex-Servicemen for actual Shifts manned / operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Office of the Medical Superintendent of the ESIC, Hospital, Adityapur and other statutory requirements. No other claim on whatever account shall be entertained by the ESIC Hospital. The Security Agency shall make the payment of monthly wages to the security personnel by A/C payee cheque or through ECS.

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

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in para 16(a) above shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/-for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Medical Superintendent ESIC, Hospital immediately.

(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, The Medical Superintendent or ESIC, Hospital, Adityapur reserves the right to impose the penalty as detailed below:

i) 2% of annual cost of order up to four weeks' delay.

ii) After four weeks delay the Medical Superintendent ESIC, Hospital, reserves the right to forfeit the security deposit and to terminate the contract and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor.

17. 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 and contract may also be terminated.

18. 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.

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, 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.

20. If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the ESIC Hospital, 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.

21. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property to the ESIC Hospital, Adityapur, Jamshedpur shall be entitled to terminate the contract and forfeiting the contractor's Performance Guarantee (Security Deposit).

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

23. The bidder should submit copies of registration under the Contract Labour (R&A) Act 1970 (if applicable)/ESI Act/EPF Act along with the tender documents.

24. The contractor shall provide proof of Ex-Servicemen status of the Security Guards before their deployment in the ESIC Hospital. The security agency shall not employ any person below the age of 18 yrs and above the age of 55 yrs. Manpower so engaged should be trained for providing security services and fire fighting services. The Gunner provided, should possess valid license / registration for keeping the Gun.

25. 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. The Medical Superintendent ESIC Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. The employees of the security agency/ contractor shall be always alert. If any security guard was found sleeping on duty a penalty of Rs. 500/- per each such incident will be deducted from the bill of the contractor. If any security guard was found in intoxicated state under the influence of Alcohol / drugs etc, a penalty of Rs. 1000/- will be deducted from the bill of the contractor and such security guard will have to be replaced immediately.

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

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

28. Agency will provide proper communication system to each security guards to ensure effective timely communication in case of need.

29. The ESIC Hospital shall not be responsible for providing residential accommodation to any of the employee of the contractor.

30. The Medical Superintendent ESIC Hospital shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Medical Superintendent ESIC Hospital does not recognize any employee employer relationship with any of the workers of the contractor.

31. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the ESIC Hospital

**32. The contractor shall ensure full compliance with tax laws and labour laws of govt. of India/state govt./local authority with regard to this contract and shall be solely responsible for the same.**

The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of levies/ taxes, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor 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.

33.

(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 Medical Superintendent ESIC, Hospital, Adityapur.

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

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

34. The Courts at Jamshedpur shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
35. The bidder shall within 10 days of issue of letter of intent should give his acceptance along with security deposit equivalent to 5% of the amount of the annual contract value in favour of “ESIC Fund A/C No. 1”, payable at “Adityapur Bazar Branch”.
36. The agreement will be executed for one year at a time which will be extendable by another year if the services of the agency are found satisfactory and the agency as well as ESI Corporation is willing to extend the same.
37. The Contractor shall prepare monthly bills with a cycle of 24<sup>th</sup> of the previous month to 23<sup>d</sup> of the current month by 26<sup>th</sup> of the current month and will make payment to the workers and will be credited in their respective Bank Account on the last working day of the month.
38. The Agency shall get their workers’ accounts opened in the Bank.
39. 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.
40. While submitting the bill for the next month, the Service provider must file a certificate certifying the following:-
- (a) Wages of workers were credited to their Bank account on (Date)
  - (b) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (Copy of challan enclosed)
  - (c) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (Copy of challan enclosed)
  - (d) He is complying with all Statutory Labour Laws including Minimum wages Act.
41. The Contractor shall maintain such other records as may be prescribed by ESIC from time to time.
- 42. The agency is required to submit periodical return of ESI & EPF in r/o personnel deployed at ESIC Hospital.**
43. 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.
- 44. The bidder will be finalized on the basis of fulfilling of the above mentioned eligibility conditions and Service Charges the Agency charged for providing Security Guards. Annexure IA, IB, IIA and IIB are required to be submitted by the tenderer along with tender.**

**Medical Superintendent**

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

## TECHNICAL BID

Annexure IA  
CHECKLIST

### FOR PROVIDING SECURITY SERVICES IN ESIC HOSPITAL, AND STAFF QUARTERS, ADITYAPUR, JAMSHEDPUR

1.	Name, address of firm/ Agency/ Company and Telephone Numbers	
2.	Name, Designation, Address and Telephone No. of authorized 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	
5.	Copy of PAN card issued by Income Tax Department and Copy of last three Financial Year's Income Tax Return.	
6.	Copy of proof of 3 years of experience for providing such services to Central Govt. / State Govt. Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.	
7.	Provident Fund Regd. Certificate	
8.	ESI Registration Number	
9.	Service Tax Registration No.	
10.	License number under Contract Labour (R&A) Act 1970,	
11.	<b>(A) Documentary proof with License No.</b> i. Under Contract Labour (Regulation & Abolition Act, 1970) ii. Private Security Agencies (Regulation) Act 2005 and Jharkhand State Regulation as applicable. <b>(B) Copies of last 2 years returns submitted under.</b> i. ESI Act (Employees' return) ii. EPF Act (Subscriber's return) iii. Service Tax (Annual)	
12.	<b>Details of Bid Security/Earnest Money Deposit:-</b> (a) Amount:(EMD Rs.25,000/-) (b) Demand Draft/ Pay Order /Banker Cheque No. (c) Date of issue: (d) Name of issuing Bank:	
13.	<b>Whether Agency is black listed by any Cent./ State Govt. if not attached self-certificate</b>	
14.	<b>Proof of 50 Security Guards in the roll</b>	
15.	<b>Any other information:</b>	
16.	<b>Declaration by the bidder:</b> This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.	

Note: All the above checklist to be supported by documents/ proof

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

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

**To**

**The Medical Superintendent,  
ESIC Hospital,  
Adityapur, Jamshedpur,  
Jharkhand- 831013**

**Subject: Tender for providing security services**

Sir,

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

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

**PRICE BID FOR PROVIDING SECURITY SERVICES 2011**  
**TO BE PUT IN A SEPARATE SEALED ENVELOPE**

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

Sl. No.	Particulars	Security Guards	Gunman	Security Supervisor
1.	Basic wages including VDA			
2.	HRA @ (15% basic & VDA)			
3.	Uniform & Washing allowance @ 10% of (1)			
4.	ESI @ 4.75% (1+2)			
5.	EPF 13.6%			
6.	Bonus 8.33% of basic up to 3500/-			
7.	<b>Total</b>			
8.	Weekly Off / National Holidays / Other Holidays charges.			
9.	Cost Per Head (7+8)			
10.	Service Charges on Column 9.			
11.	Sum Total			
12.	Service Tax			
13.	Grand Sum Total (11+12)			

Date:

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

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

**PRICE BID**  
**TENDER FOR SECURITY SERVICES 2011**  
**TO BE PUT IN A SEPARATE SEALED ENVELOPE**  
**TENDER FOR SECURITY SERVICES 2011**

**RATES FOR CIVILIAN GUARDS AS PER MINIMUM WAGES RATES OF**  
**GOVERNMENT OF JHARKHAND**

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

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

Dated:-

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