



HEADQUARTERS OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
PANHDEEP BHAWAN, CIG ROAD, NEW DELHI
(ISO: 9000-2001 Certified)



NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed quotations are invited from registered Security Agencies having minimum 150 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 Hqrs. Office, ESIC Officer's Flat at Sarojini Nagar & Residential Colony, Sector-56, Noida on contract basis for a period of two years.

Tender documents containing Eligibility criteria and Terms and Conditions can be obtained on payment of **Rs.1,000/-** (non-refundable) from the Caretaker Room of ESIC H.Q CIG Marg New Delhi-110002 on all working days upto 4.00 PM. Interested Agencies may submit sealed tenders to the undersigned latest by 04.04.2011 till 1.00 PM along with E.M.D. amount of Rs.50,000/- through Demand Draft / Banker's Cheque in favour of ESIC Fund Account No.1. The quotations will be opened on the same day at 3.00 PM. The tender document may also be downloaded from the Net at www.esic.nic.in. In case, tender documents is downloaded from website cost of tender documents i.e. Rs.1,000/- may be deposited along with E.M.D.

(T.T.M. THARAKAN)
JT. DIRECTOR (GENL.)

TENDER DOCUMENTS**GENERAL:**

1. The present tender is being invited for Security Services under which the contractor shall provide Ex-Serviceman to safeguard ESIC H.Q Office properties, ESIC Officer's Complex, Sarojini Nagar and its Residential Colony at Sector-56, NOIDA-(U.P) (i.e. building, equipments, materials, monitoring and surveillance of the premises).
2. Present requirement of E.S.I.C (H.Q) is 03 Security Supervisor , 01 Gun Man and 23 Security Guards, Sarojini Nagar 03 Guards and ESIC Residential Colony Sector-56 NOIDA-(U.P) 02 Security Supervisor , 01 Gun Man and 11 Security Guards. The No. of Supervisor / Security Guards / Gunmen are subject to review as per exigencies.
3. Only Ex-Service man 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 / licence 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 number.
- 6 The Agency should have experience of supplying / providing at least three similar work 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.50,000/-.
- 8 The Agency should have minimum 150 Security Guards on their roll.
- 9 The Agency should have average turn over of Rs.1.5 Crore per annum for the last three Financial years. Profit & Loss statement / Income Tax statement of last three years shall be provided with tender documents.

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.

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 will be made through Cheque / 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 H.Q, Sarojini Nagar and ESIC Colony sector-56 Noida-(U.P). 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 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 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 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 Minimum Wages & as per DGR rates for ex-servicemen for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Caretaker of the ESIC Hqrs. Office and other supporting documents. No other claim on whatever account shall be entertained by the ESIC H.Q. The Security Agency shall make the payment of monthly wages to the security personnel in the mode and manner prescribed by the ESIC H.Q.
 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 H.Q 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 15(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 Joint Director ESIC (H.Q) 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 Joint Director ESIC (H.Q) 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 Joint Director ESIC (H.Q) 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 (H.Q) 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 (H.Q) CIG Marg New Delhi Sarojini Nagar and ESIC Colony Sector-56, Noida-(U.P) 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. 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 licence / 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 Joint Director ESIC (H.Q) 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 implements 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 (H.Q) shall not be responsible for providing residential accommodation to any of the employee of the contractor.
30. The Joint Director ESIC (H.Q) shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Joint Director ESIC (H.Q) 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 (H.Q)
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 Director General, ESI Corporation.

(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 New Delhi only.

34. The Courts at New Delhi 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/ Bank Guarantee of Rs 2,00,000(two lakh) in favour of ESI Corporation, Hqrs. Office with a validity of two years from the date of agreement.

36. The agreement will be executed for two 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 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 A and B is required to be submitted by the tenderer along with tender.**

(T.T.M. THARAKAN)
JT. DIRECTOR (GENL.)

Annexure A
CHECKLIST**TENDER FORM FOR PROVIDING SECURITY SERVICES IN ESIC (H.Q),/ SAROJINI NAGAR AND RESIDENTIAL COLONY SECTOR-56, NOIDA-(U.P).**

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 Code Number	
9.	Service Tax Registration No.	
10.	License number under Contract Labour (R&A) Act 1970,	
11.	(A) Documentary proof with Licence No. i. Under Contract Labour (Regulation & Abolition Act, 1970) ii. Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) 2009 / Other State Regulation as applicable. (B) Copies of last 2 years returns submitted under i. ESI Act (Employee's return) ii. EPF Act (Subscriber's return) iii. Service Tax (Annual)	
12.	Details of Bid Security/Earnest Money Deposit:- (a) Amount: (b) Demand Draft/ Pay Order /Banker Cheque No. (c) Date of issue: (d) Name of issuing Bank:	
13.	Whether Agency is black listed by any Cent./ State Govt. if not attached self-certificate	
14.	Proof of 150 Sec. Guards in the roll	
15.	Any other information:	
16.	Declaration by the bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.	

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

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

Sl. No.	Particulars	Security Guards	Gunman	Security Supervisor	Assistant S.Officer	Security Officer
1.	Basic wages including VDA					
2.	HRA @ (15% basic & VDA)					
3.	Uniform & Washing allowance @ 10% of (1)					
4.	ESI @ 4.75% (1+2)					
5.	EPF 13.61%					
6.	Bonus 8.33% of basic upto 3500/-					
7.	Total					
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)					

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.

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