

DIRECTORATE(MEDICAL) NOIDA
E.S.I. MODEL HOSPITAL COMPLEX: SECTOR-24: NOIDA
Website: <http://esic.nic.in>

TENDER NOTICE FOR PROVIDING SECURITY SERVICES

Sealed quotations are invited from reputed, registered, professional security agencies having experience of at least three years during last five years of providing security services in of and above 150 Hospitals, dispensaries run by the Central Government / State Government Departments, Public of Private Sector Companies / Undertaking , Autonomous Bodies for providing round- the-clock security services in the ESI Hospital / Dispensaries under Director (Medical) Noida on contract basis for a period two years under two bid system.

Prescribed Tender documents containing Terms and Conditions can be obtained in person on submission of written request along with demand draft of Rs. 1000/- (non-refundable) in favour of “**ESIC Fund Account No.1**” from the Establishment Branch of the D(M)N office on all working days except Sunday / Public holidays between 10.00 AM to 1.00 PM w.e.f. 26.9.2011 to 15.10.2011. The Tender Documents can also be down loaded from the website www.esic.nic.in. which should be accompanied by the requisite **Tender cost of Rs. 1000/-** in the form of demand draft / Pay order in favour of “**ESIC fund Account No.1**”. Sealed Tenders duly filled up along with **Earnest Money of Rs. 5,00,000/- (Five lacs only)** in the form of demand / Banker cheque issued by any nationalized bank should be dropped in Tender Box kept in the chamber of the Joint. Director (Administration) from **10.00 AM to 1.00 PM on 15.10.2011**. Technical bids of the Tender shall be opened on **15.10.2011 at 2.30 PM** in the presence of the Tenderers or their authorized representatives who may wish to be present. In case 15.10.2011 is declared a Public Holiday, Tenders shall be received and opened as per above schedule on next working day.

The Director (Medical) Noida reserves the right to accept or reject any / all Tenders without assigning any reason whatsoever.

DIRECTOR (MEDICAL) NOIDA

COST OF FORM: RS. 1,000/-

**DIRECTORATE(MEDICAL) NOIDA
E.S.I. MODEL HOSPITAL COMPLEX: SECTOR-24: NOIDA
Website: www.esic.org.in [http\\nic.ESIC.in](http://nic.ESIC.in).**

**S.NO. OF TENDER : _____ Name of the party in whose favour
the Tender form has been issued : _____ (SEAL OF THE
OFFICER)**

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**SUB: - TENDER FORM FOR PROVIDING SECURITY SERVICES IN ESI
HOSPITAL, SECTOR -24 NOIDA / ESI DISPENSARY 57/12/NEPZ/GREATER
NOIDA**

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The tender is being invited for Security Services under which the contractor shall provide Ex-Serviceman personnel to safeguard hospital properties (i.e. building, equipments, materials) patients and staff working in ESI Hospital Complex SECTOR 24 /DISPENSARIES OF Noida region including monitoring and surveillance of the premises. The security agency shall also provide required number of civilian Guards.

2. ELIGIBLE BIDDERS:-

2.1 All Security Agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932 / Companies Act 1956, providing similar kind of services for three years during the last five years as on 31.3.2011 ((i.e. providing security services through Ex-Serviceman / Civil Guards) of and above 150 bedded hospitals run by Central Government / State Government Departments / Public or Private Sector Companies / Undertakings / Autonomous Bodies.

2.2 The Tenderer must have an average annual turnover of Rs. 3,00,00,000/- (Rupees Three crores) during the last three financial years i.e. 2008-09, 2009-10 and 2010-11 duly certified by the Chartered accountant.

(Signature of the Bidder with seal)

Copies of the following documents should be submitted along with the Technical Bid.

- a) Audited Balance Sheets of preceding three years i.e. 2008-09, and 2009-10 and 2010-11. Audited Income and Expenditure statement of preceding three years i.e. 2008-09, and 2009-10 and 2010-11.
 - b) Audited Profit and Loss Account of preceding three years i.e. 2008-09, and 2009 - 10 and 2010-11
 - c) Audit report of preceding three years i.e. 2008-09, and 2009-10 and 2010-11
 - d) Service Tax certificate.
 - e) Registration Certificate
 - f) PAN No.
- 2.3 The Tenderer should have successfully completed either of the following work(s) during the last five years as on **31.3.2011**:
- a) One similar work of value equal to 1.5 crores.
 - b) Two similar works of value equal to 0.8 crores
 - c) Three similar works of value equal to 0.6 crores

Tenderer to submit Satisfactory Completion Certificates from the Client/ Employer(s) in support failing which the information will be treated as invalid.

- 2.4 The bidder must have a valid license under sub-section (1) of section 7 of the Private Security Agencies (Regulation) Act, 2005.
- 2.5 The bidder should submit an attested copy of license for security services only under the Contract Labour (R&A) Act 1970 valid as on 31.3.2011 in respect of the any employer(s) for whom the Security Agency is currently undertaking the work of providing security services through contract labour.
- 2.6 The Tenderer should enclose an attested copy of valid ISO certification for the Security Services.
- 2.7 The tenderer should have the Registered/Branch Office in Delhi/NCR.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1 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.
- 3.2. The bidder shall submit full details of his Agency / Firm or, if the bidder is a Proprietorship/Partnership or a Private Limited Company, full details of ownership and name of the directors.
- 3.3. Bidder shall submit a copy of PAN card No. under the Income Tax Act.
- 3.4 Bidder must submit copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.

(Signature of the Bidder with seal)

4 TENDER DOCUMENTS:-

4.1 Contents of Tender Documents.

- 4.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:
- a) Notice of Invitation of Tender.
 - b) Terms and Conditions.
 - c) Tender form for providing security services (Annexure-I)
 - d) Scope of Work (Annexure-II)
 - e) Check list for Pre-qualification Bid (Annexure-III)
 - f) Check list for Technical Evaluation (Annexure-IV)
 - g) Undertaking (Annexure-V)
 - h) Price Bid (Annexure – VI)
 - i) Rates for Civilian Guard (Annexure – VII)
 - j) Pre-receipt to be used for refund of Earnest Money (Annexure VIII)
- 4.2. 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.
- 4.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

5. PREPARATION OF BIDS

5.1. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 4.1 d shall be deemed as incorporated in the Bid.

- 5.1.1. The bidder shall, on the dates given in the Notice Invitation to Tender, submit his bid in sealed envelopes super-scribed with the name of the bidder particulars Tender, Title. The sealed envelope shall be addressed to the Directorate (M) Noida ESI Hospital, Sector -24, Noida and dropped in the tender box kept in Jt. Director (Admn.) Room.
- 5.1.2. One copy of this Tender document with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 5.1.3. The bidder shall deposit Bid Security / Earnest Money Deposit of **Rs. 5,00,000/-** in the form of an Account Payee Demand Draft/Banker's Cheque/ Pay Order drawn in favour of "**ESIC Fund Account No. 1**" issued by any Nationalized / Commercial Bank along with the Tender document. Earnest Money / Bid security of the unsuccessful bidders will be returned to them at the earliest after the award of the contract without interest.
- 5.1.4. The Bidder shall furnish complete information in accordance with clause 2.1 to Clause 2.6 supported by certified copies of documents.

(Signature of the Bidder with seal)

5.2 BID PRICES:-

- 5.2.1. Bidder shall quote in the price bid, rates of wages for security personnel no less than the minimum wages as per current D.G.R. rates by giving break up of basic wages, including VDA, allowances, relieving charges, other statutory liabilities as mentioned in DGR notification & service charges. The prospective bidders who do not meet the statutory requirements are liable to be rejected.
- 5.2.2. The bidders are also required to quote separately the rates of wages as per the provisions of Minimum Wages Act as applicable in UP for civilian guards under the Semi-skilled Category including Relieving Charges, Statutory Liabilities, Service Tax, Service Charges and any other charges but these rates however would not be reckoned for deciding the L-1. The said rates will be payable to the Civilian Guards only.
- 5.2.3. Conditional bids/offers will be summarily rejected.

5.3. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder.

5.4. Duration of Contract:-

The contract shall be valid for two years subject to review after one year for satisfactory performance. The Director (Medical) Noida reserves the right to curtail or to extend the validity of contract for further period on the same terms and conditions.

5.5 BID SECURITY:-

- 5.5.1. Any Tender not accompanied by Bid Security / Earnest Money Deposit of Rs. 5,00,000/- shall be rejected.
- 5.5.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest without interest. The bidder shall sign pre-receipt as per annexure-VIII to facilitate it.
- 5.5.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 5.5.4. 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 Director (medical)Noida up to a maximum of further two weeks on the written request of successful bidder.

5.5.6. Format and Signing of Bid:-

The bid shall contain no alterations, omissions or additions except to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

6. Submission of Bids:-

- 6.1.1. The bidder shall submit the Technical Bid along with Bankers" Cheque/Pay Order /DD of earnest money together in a separate sealed cover and the Financial Bid in another sealed cover duly super-scribed as Financial bid and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed "Tender for Security Services".

(Signature of the Bidder with seal)

- 6.1.2 The sealed cover of Technical Bid should consist of the following documents:-
- a) Bid Security (Earnest Money Deposit) for an amount of **Rs. 5,00,000/-** in the form of an Account Payee Demand Draft, Banker's Cheque/ Pay Order drawn in favour of **ESIC Fund Account No. 1** payable at Noida issued by any Nationalized/Commercial Bank.
 - b) Self attested copy of PAN No. card under Income Tax Act;
 - c) Self attested copy of Service Tax Registration Number;
 - d) Self attested copy of Registration No. of the Agency/Firm/Company in regard to ownership;
 - e) Self attested copy of the labour License issued under Contract Labour (R&A) Act 1970, valid as on 31.3.2011 for "Security Services Only (license providing services other than security services will not be entertained).
 - f) Self attested copy of Provident Fund Registration Number;
 - g) Self attested copy of ESI Registration Number along with copy latest return filed.
 - h) Proof of Annual turnovers duly certified by the Chartered Accountant during last three financial years 2008-09, 2009-10 and 2010-11.
 - i) Audited Balance sheet of three years i.e. 2008-09, 2009-10 and 2010-11.
 - j) Audited Income and Expenditure statement of three years i.e. 2007-08, 2008-09 and 2009-10.
 - k) Audited Profit and Loss Account of last three years i.e. 2008-09, 2009-10 and 2010-11.
 - l) Proof of experience and completed works supported by documents from the concerned organizations as stated in Clause 2.1 and Clause 2.3; and
 - m) Self attested copy of license under Private Security Agencies (Regulation) Act 2005 and Private Security Agencies (Regulation) Rules, as specified in clause 2.4 of the NIT.
 - n) Self attested copy of ISO Certification for security services.
 - o) Duly filled and signed Annexure-I to VIII.
- 6.1.3 The sealed cover of Price Bid should contain Annexure-VI i.e. Price Bid. Annexure – VII for record purpose only in original duly filled in figures and words.
- 6.1.4 All the sealed covers shall be addressed to the Director (Medical) Noida and will be put in the Tender Box available in the chamber of Joint Director (Admn.) ESI Hospital Sector -24, Noida.
- 6.1.5 The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

7. 1. Bid Opening:-

- 7.1.1 The Pre-qualification/ Technical Bids will be opened by a Tender Opening Committee in the presence of the Bidders or of their representatives who wish to attend at the appointed place and time.
- 7.1.2 The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- 7.1.3 Conditional bids will also be summarily rejected.
- 7.1.4 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

(Signature of the Bidder with seal)

7.2 Right to accept any Bid and to reject any or all Bids:-

- 7.2.1 The Director (M) Noida is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.
- 7.2.2. The Director (M) Noida may terminate the contract if it is found that the contractor is black listed during last 5 years by the any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 7.2.3. The Director (M) Noida may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement within specified period.

8.1 Award of Contract:-

- 8.1.1 The Director (Medical) Noida will award the contract to the successful evaluated bidder whose bid has been 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.
- 8.1.2 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 Director (M) Noida The committee shall decide after verifying the premises, infrastructure, training facility and years of experience etc.
- 8.1.3 The successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted (hereinafter and in the condition of contract called the "Letter of Award")
- 8.1.4 The successful bidder will be required to execute a agreement within a period of 2 weeks from the date of issue of Letter of Award until extend by the Director (M) Noida up to a maximum of another two weeks.
- 8.1.5 The successful bidder shall be required to furnish a Performance Security in the form of Security Deposit within 15 days of receipt of „Letter of Award” for an amount of **Rs. 15,00,000 (Rs Fifteen Lacs)** in the form of an Account Payee Demand Draft/Pay Order/Banker Cheque issued from any Nationalized /Commercial Bank., in favour of **“ESIC Fund Account No. 1”**. 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.
- 8.1.6 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.

(Signature of the Bidder with seal)

9. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the hospital for providing safety, monitoring and surveillance. (DGR Rates quoted for Ex-Serviceman Security Guards will include basic wages, including VDA, break up of allowances, relieving charges, other statutory liabilities service charges and Service Tax etc.). The agency will quote the rates for per shift of eight hours per person per day. In case of revision in wage structure of Ex-Serviceman Guards by the Director General Resettlement, Government of India, the incremental wages as applicable, will be payable on being claimed by the tenderer).
10. The offers/bids which are not in consonance of DGR Rates / Minimum Wages Act and any other Labour laws will be treated as invalid.
11. At present about 150 Ex-Servicemen (including ASO, Supervisors) & no civilian guards are required to be deployed, however their requirement may vary from time to time. The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the hospital.
12. 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.

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 Hospital and if any change is required on part of the Hospital fresh list of staff shall be made available by the agency after each and every change.
2. 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, DGR Rates / Minimum Wages Act, Contract Labour (Regulation and Abolition) Act 1970. EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Hospital.
3. 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 Hospital Administration. The tenderer shall submit copies of the discharge books of ex-servicemen to hospital administration, before their deployment.
4. 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 Director (Medical) Noida.

(Signature of the Bidder with seal)

5. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
6. 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. The security personnel shall ensure that there is 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
7. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the Hospital premises
8. The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
9. That in the event of any loss occasioned to the Hospital, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Hospital, such loss will be made good from the amount payable to the tenderer. The decision of the Director (M) Noida in this regard will be final and binding on the agency.
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 the Hospital may issue from time to time and which have been mutually agreed upon between the two parties.
11. The Hospital 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 Director (M) Noida.
12. The contractor shall be responsible to protect all properties and equipments of the Hospital entrusted to it
13. 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/- each occasion. The penalty on this account shall be deducted from the Contractor"s bills.
14. 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/Patients/Attendants. The Hospital 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.

(Signature of the Bidder with seal)

15. The eight hours shift will normally commence from 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM. But the timings of the shift are changeable and can be fixed by the 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 Hospital for double duty, if any.
16. The security personnel deployed by the Contractor shall work under overall supervision & direction of the hospital administration. The hospital administration shall specify the services of guards to be obtained in each shift.
17. 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 Caretaker of the Hospital and other supporting documents. No other claim on whatever account shall be entertained by the Hospital. 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) Payment to such workers must be made by the service providers through Cheque. Under no circumstances payments will be made in cash. To ensure this, service providers will get a bank account opened for every engaged worker.
 - (c) In order to ensure that such workers get their entitled wages on the last working day of the month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from 24th day of the previous month to 23rd day of the current month.
 - ii) Monthly bill as per above cycle, will be submitted by the service providers on 26th of the current month.
 - (d) 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.
 - (e) While submitting the bill for the next month, the services provider must file a certificate certifying the following along with copy of form 7 of ESIC
 - i) Wages of workers were credited to their bank accounts on (date)
 - ii) ESI Contribution relating to workers amounting to Rs._____ was deposited on (date) (copy of form 7 and the challan enclosed)
 - iii) EPF Contribution relating to workers amounting to Rs._____ was deposited on (date) (copy of the challan enclosed)
 - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
 - (f) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill by 26th of the month, even then he has to make the payment to the workers on the last working day.

(Signature of the Bidder with seal)

- g) The contractor shall compulsorily issue the salary slip to every security guards & supervisors in the following format:-

Name of Employee's Month	Designation
SALARY STATEMENT	No. of Days present:-
Payable paid	ESI No.
	PF No.
BASIC	DEDUCTIONS AMOUNT
BONUS	EPF (12%)
HRA	ESI (1.75%)
GRATUITY	SECURITY DEPOSIT
OTHERS ALLOW.	Total DEDUCTION:
ADD. ALLOW/LATE DUTY	
GROSS WAGES	
OT	
GROSS WAGES + OT	
NET PAYABLE (Rs.)	

18. Any damage or loss caused by contractor's persons to the Hospital in whatever form would be recovered from the contractor.
19. The Hospital 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.
20. (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 Hospital 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 for shift be deducted from the contractors bill.
- (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, & is assessed as true by hospital 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 Hospital 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, Hospital 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 Hospital 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.

(Signature of the Bidder with seal)

21. The contractor shall ensure that its personnel do not at any time, without the consent of the Hospital in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Hospital and shall not disclose to any information about the affairs of Hospital. This clause does not apply to the information, which becomes public knowledge.
22. 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.
23. 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.
24. **Force Majeure** 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. The performance of any 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 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. The Company / partnership shall not be altered without the approval of the Hospital.
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 Hospital, the Director (M) Noida 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 Hospital 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.

(Signature of the Bidder with seal)

30. The bidder should submit attested copy of registration for security services only under the Contract Labour (R&A) Act 1970 valid as on 31.3.2011 in respect of the any employer(s) for whom the Security Agency is currently undertaking the work of providing security services through contract labour.
31. The security agency shall employ 100 % manpower from the category of Ex-Servicemen not above the age of 55 years. The contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the 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.
32. The bidder shall ensure to provide civilian female security guards in each shift in Emergency and Pediatrics/ Gynecology wards and other wards of the Hospital on need basis.
33. The bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty.
34. Security staff engaged by the contractor shall not take part in any staff union and association activities.
35. 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.
36. Agency will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.
37. The Hospital shall not be responsible for providing residential accommodation to any of the employee of the contractor.
38. The 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 Hospital does not recognize any employee employer relationship with any of the workers of the contractor.
39. 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 Hospital from the agency.
40. If any underpayment is discovered, the amount shall be duly paid to the agency by the Hospital.
41. The bidder 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 Hospital etc.
42. 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.
43. The bidder should have it own supervisory and quick response team in NCR to deal with emergent situations.

(Signature of the Bidder with seal)

OBLIGATIONS OF THE CONTRACTOR:

44. 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.

45. Dispute Resolution

- (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, Headquarters Office, Panchdeep Bhawan, CIG Road, New Delhi.
- (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 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 Delhi/New Delhi/Noida only.
46. **JURISDICTION OF COURT** The courts at Noida shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

(Signature of the Bidder with seal)

ANNEXURE-I

**TENDER FORM FOR PROVIDING SECURITY SERVICES IN ESI HOSPITAL
NOIDA/DISPENSARIES**

1. Names & address of Regd. Office/
Head Office/ Branch Office of
Company/firm/Agency in Delhi or
NCR and Telephone
Numbers. _____

2. Registration No. Company/firm/
Agency in regard to ownership _____

3. Name, Designation, Address
and Telephone No. of
authorized person. _____

4. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm/Private or Limited
Company. _____

5. Name, Address and
Telephone No. of Directors/partners _____

6. Copy of PAN card issued by
Income Tax. _____

7. Provident Fund Account No. _____
8. ESI Code Number _____
9. Service Tax No. _____
10. Registration No. under
PSA(Regulation) Act 2005 _____
11. Registration No./Licence number
Under Contract Labour (R&A)
Act1970, for providing security
services only, through contract
workers valid as on 31.3.2011 _____

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

12. ISO Certification details _____
13. 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: _____
14. Any other information: _____
15. 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 of the Bidder) _____

Telephone No. _____

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the-clock security services in the ESI Hospital , sector -24, Noida /ESI dispensary sector -12/57/NEPZ/ gr. Noida.

The agency shall ensure protection of the patients, personnel & property of the hospital, 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 Hospital , sector -24, Noida /ESI dispensary sector -12/57/NEPZ/ gr. Noida .

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the Hospital 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 Hospital Administration 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/Gunmen/Security Supervisors will be as per the instructions of the authorities of the Hospital 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 Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Hospital.
7. Security personnel shall also ensure door keeping duties.
8. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Hospital.
9. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.

(Signature of the Bidder with seal)

10. 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.
11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
12. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders 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.
13. 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 Hospital. Security personnel should be sensitized for their role in such situations.
14. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly.
15. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
16. Any other duties/responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the contractor.

(Signature of the Bidder with seal)

ANNEXURE-III**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest Money	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name, designation, address and office telephone numbers of partners/ Directors also.	
3.	Undertaking on a letter head (as per format prescribed in Annexure-V).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department.	
5.	Self attested copy of Service Tax Registration No.	
6.	Self-attested copy of ISO Certificate.	
7.	Self attested copy of valid Registration number of the Sole Proprietor/firm/agency/ company in regard to ownership.	
8.	Self attested copy of the Licence number under Contract Labour (R&A) Act 1970, valid as on 31.3.2011 for providing security services only.	
9.	Self attested copy of Provident Fund Registration number.	
10.	Self attested copy of ESI Registration No. along with verified copy of Return for the period ending 3/11.	
11.	Proof of experiences of three years as on 31.3.2011 specified in clause 2.1 of the NIT along with satisfactory performance certificates from the concerned employers.	
12.	Proof of completed works as per clause no. 2.3	
13.	Proof of Annual turnover duly certified by the Chartered Accountant during three financial years 2008-09, 2009-10 and 2010-11.	
14.	Audited Balance sheet, P & L Account Income & Expenditure statement and Audit Reports of financial years 2008-09, 2009-10 and 2010-11 duly certified by the Statutory Auditors.	
15.	Copy of a license under Private Security Agencies (Regulation) Act 2005 and Private Security Agencies (Regulation) Rules, as specified in clause 2.4 of the NIT.	
16.	14.Any other documents, if required.	

Signature of the Bidder _____

(Name and Address of the Bidder) _____

Telephone No. _____

Checklist for Technical Evaluation

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Average annual Turnover of Rs. 3,00,00,000/- (Rs. Three crores) during three financial years i.e. 2008-09, 2009-10 and 2010-11 duly certified by the Chartered Accountant. refer clause 2.2		
2.	Manpower on roll		
3.	Experience of running Security services (in years)		
4.	No. of Supervisory staff and trained Civilian/Ex- Servicemen on roll.	Ex-Servicemen Guards = Civilian Guards = Supervisory Staff =	
5.	Details regarding Hospital experience of and above 150 bedded hospitals.		

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

Signature of the Bidder _____

(Name and Address of the Bidder) _____

Telephone No. _____

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

UNDERTAKING

To

The Director (M) Noida,
ESI Hospital, Sector -24,
Noida.

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, **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.
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

TENDER FOR SECURITY SERVICES

TO BE PUT IN A SEPARATE SEALED ENVELOP

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

Sl. No.	Particulars	Security Guards	Gunman	Security Supervisor	Assistant Security Officer	Security Officer
1.	Cost Per Head as with per current DGR notification (with breakup)					
2.	Service Charges					
3.	Total					
4.	Service Tax					

Signature of the Bidder _____

(Name and Address of the Bidder) _____

Telephone No. _____

Dated :-

PRICE BID-II

TENDER FOR SECURITY SERVICES

RATES FOR CIVILIAN GUARDS AS PER MINIMUM WAGES RATES OF UP

Sl. No.	Particulars	Security Guards
1.	Wages (Should not be less than that notified by UP.	
2.	Relieving Charges	
3.	Total – I	
4.	Employer Contribution of ESI	
5.	Employer Contribution of EPF	
6.	Any other charges	
7.	Agency Charges	
8.	Total – II	
9.	Service Tax	
10.	Grand Total	

Signature of the Bidder _____

(Name and Address of the Bidder) _____

Telephone No. _____

Dated :-

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

PRE-RECEIPT

Received Rs. 5.00 lacs (Rupees Five lacs only) towards refund of earnest money vide Ch. No. _____ dated _____ in respect of tender security services published in _____ newspaper dated _____.

(Signature of the Bidder)

with stamp.

