



EMPLOYEES' STATE INSURANCE CORPORATION

"Panchdeep Bhawan", Jawahar Lal Nehru Marg , Patna -800001

(ISO-9001-2008 Certified Office)

Fax No.: 0612- 2533315 e-mail : rd-bihar@esic.in

Website: www.esicbihar.in & www.esic.nic.in

No.42-Z-17/12/Gen./2018/ESICMC&H BIHTA(Security Services Tender(A) Date:-01.06.2018

Notice inviting "e-Tender for providing Security Services in ESIC Hospital,Bihta, Bihar" on contract basis for a period of one years (which may extendable for another year(s) on year to year basis, on mutual consent and satisfactory performance).

E-tender are invited under two bids system (in separate covers) from reputed and experienced Agencies /firm /Companies/NGOs/**DGR approved empanelled agencies**, etc for providing **Security Services** in the premises of **ESIC Hospital,Bihta, Bihar** on contract basis for a period of one year (which is extendable for another **year(s) on year to year basis**, on mutual consent and satisfactory performance).

Bid Documents can be downloaded from the website from **01.06.2018**

Date of floating of Re e-tender	01.06.2018, 11:00 AM
Last date and time for submission of online Tender	21.06.2018, 02:30 PM
Last date and time of submission of offline sealed Tender (Hard Copy)	21.06.2018, 03:30 PM
Date and time of opening of Tender	21.06.2018, 04:00 PM

EMD to be deposited with Tender form **is Rs 4.8 Lakhs (Rupees Four Lakhs Eighty thousand only)** in the form of Demand Draft of any nationalized Bank drawn in favour of "ESIC RO A/C No.2" payable at Patna. All other terms and conditions are enclosed with Tender Document. ESIC reserves the right to reject any or all tenders without assigning any reasons.

For downloading & online filling of the Tender, please visit to <https://esictenders.eproc.in>, Also visit to our website-www.esic.nic.in / www.esicbihar.in for information.

Please note that any corrigendum/addendum in the above Tender documents, if required, will be hosted in the said website only.

Sd/-
Medical Superintendent,
ESIC Hospital,Bihta,PATNA,Bihar.



EMPLOYEES' STATE INSURANCE CORPORATION

"Panchdeep Bhawan", Jawahar Lal Nehru Marg , Patna -800001
(ISO-9001-2008 Certified Office)

Fax No.: 0612-25521928 ,e-mail : rd-bihar@esic.in

Website: www.esicbihar.in & www.esic.nic.in

No.42-Z-17/12/Gen./2018/ESICMC&H BIHTA(Security services Tender(A) Date:-01.06.2018

TENDER FORM

(FROM: Note: The envelope containing the tender as well as subsequent communication shall be addressed and delivered to "Regional Director," ESI Corporation Regional office, Panchdeep Bhawan, J.L. Nehru Marg, Patna- 800001. All communication must be addressed to the office named above by title and not by name).

Regional Director
ESI Corporation, Regional Office
Panchdeep Bhawan
J.L. Nehru Marg,
Patna, Bihar – 800001.

Sub: Notice inviting " e-Tender for providing Security Services in ESIC Hospital,Bihta,Bihar" on contract basis for a period of One year (which may extendable for another year(s) on year to year basis, on mutual consent and satisfactory performance).

Sir(s)

E-Tender are invited under two bids system (in separate covers) from experienced and reputed Agencies /firm /Companies /NGOs/DGR Approved Empanelled Agency fulfilling eligibility criteria as mentioned in tender form for providing Security services to ESIC Hospital,Bihta,Bihar on contract basis for a period of One (01) year (which is extendable for another **year(s) on year to year basis, on mutual consent and satisfactory performance**).

A. Tender Schedule:

Date of floating of Re e-tender	01.06.2018, 11:00 AM
Last date and time for submission of online Tender	21.06.2018, 02:30 PM
Last date and time of submission of sealed Tender (Hard Copy)	21.06.2018, 03:30 PM
Date and time of opening of Tender	21.06.2018, 04:00PM

Period of Contract - 01 years (which is extendable for another year(s) on year to year basis, on mutual consent and satisfactory performance) and can also be short closed by serving one month notice of its intention by either party.

Estimated value of contract -95 (Rs. Ninety five Lakhs) Lakhs per Annum (Approx.).

Important Instructions for Bidders regarding online Payment

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

Bidder 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 “ UseTLS1.1 and Use TLS1.2” 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>

B. Scope of Work

Providing Security Services in ESIC Hospital, Bihta, Bihar

Tentative manpower requirement for above work are detailed below:

Sl no.	<u>Name of the Hospital</u>	Requirement of Security Guards (without Arms)	
		Security Guard (Male)	Security Guard (Female)
1	ESIC HOSPITAL, BIHTA, BIHAR	35	15

Note : The above requirements are tentative and the Medical Superintendent, ESIC Hospital, Bihta, Patna reserves the right to increase or decrease the above shown Manpower as per the administrative requirement and convenience.

Period of Contract: One year (which is extendable for another **year(s) on year to year basis**, on mutual consent and satisfactory performance).

Scope of Work for Security Services

The contractor shall have to provide security services in ESIC Hospital, Bihta, Bihar. The agency shall ensure protection of the personnel & property of the ESIC Hospital, Bihta, Bihar prevent trespass with/without arms, perform watch and ward functions including night patrol to prevent the entry of stray dogs, cattle, antisocial elements, unauthorized persons and vehicles under the areas of their jurisdiction.

A. DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the offices 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 office. The specimen signatures and telephone numbers of the authorized officers must be available with the Security personnel.
4. Deployment of Guards will be as per the instructions of the authorities of the offices from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Guard will take a round of all the important and sensitive points of the premises as specified by the office.
6. Security personnel shall ensure door keeping duties.

7. 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 ESIC Hospital, Bihta, where required.

8. The Security Guards must 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 provide assistance in any other natural calamities even beyond normal working hours.

9. In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the office. Security personnel should be sensitized for their role in such situations.

10. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, Insured Persons & Employers.

11. The Security Guard on duty shall not leave the premises until their reliever reports for duty or till the end of working hours where there is no provision for a reliever.

12. Any other duties/responsibilities assigned by the officer Administration may be incorporated in the agreement. The same shall be binding on the contractor.

13. The guards posted on duty should be conversant with the lay out of the building, fire safety system along with telephone numbers of nearest police station, fire station, hospital etc.

14. List of all security guards, supervisors along with name of the agency & address has to be displayed in the security post.

15. 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. Security Officer /Supervisor must organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.

B.Services Complaint Register

This register is to be completed on the basis of information received by the Security Supervisor/Manager from ESIC officials through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/fax/e-mail, verbal complaints from ESIC etc. and necessary action is to be taken.

Note :

1. The schedule may deviate as per the convenience/requirement of User Departments.
2. The cleaning doors, windows, glass pan, corners, ceiling fans etc. is to be done with periodically

D. Earnest Money Deposit (EMD):

Earnest Money Deposit (EMD) is **Rs. 4.8 lakhs (Rs. Four Lakh Eighty thousand only)** in the form of Demand Draft in favour of **"ESIC RO A/C No. 2," payable at Patna.** EMD shall be submitted along with the duly filled in tender document (Hard Copy). In the absence of EMD, the tender shall be rejected summarily. The earnest money shall be refunded without interest to the unsuccessful Tenderers after finalization of the contract and realization of amount in ESIC Regional Office Patna. In the event of the withdrawal /revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited.

E. Performance Security Deposit:

The successful tenderer will have to deposit a **Performance Security Deposit of Rs.9.50 Lakhs (Rupees Nine Lakhs Fifty Thousand only)** in the form of Demand draft in favour of " ESIC RO A/c No.2", payable at Patna" within 15 days from award of work order. Otherwise the offer may be cancelled and EMD may be forfeited. The EMD will also be forfeited in event if the successful bidder declines the offer. In the event of acceptance of the offer, the earnest money may be adjusted towards the amount of performance security required to be deposited by the agency in terms of clause mentioned above.

ELIGIBILITY CRITERIA:

- 1. The agency shall be a reputed and experienced agencies /firm /companies/DGR Approved Empanelled Agency** and have **experience of handling the similar work of Security Services.** in reputed organization, including Government / Public Sector / Private Sector/**DGR Approved Empanelled Agency** for at least last 3 years. Relevant work orders shall be enclosed in support of claiming the experience. The bidder shall also have to enclose satisfactory performance certificate/ report from the client(s).
- 2. The agency shall have at least one running contract of Rs. 60 Lakhs or 2 (two) running contract of Rs. 40 lakh each or 3 running contract of Rs. 20 lakh each** during last three years. Proof regarding fulfilling this clause shall be attached along with the tender document in form of self attested photo copy of relevant work order or other evidence(s).
- 3. The agency shall have average Annual Turnover of Rs 100 lakhs** during the last three financial year i.e. 2014-15, 2015-16 & 2016-17 . The copy of audited/self – attested balance sheet and profit and loss account along with income tax clearance certificate for last three financial year i.e., 2014- 15, 2015-16 & 2016-17 shall be attached with the tender document.
- 4. The Tenderer shall be profit making for last three financial years i.e. 2013- 14, 2014-15 & 2016-17**
- 5. The agency shall have registration under**
(i) ESI Act, (ii) EPF Act , (iii) Income Tax ,(iv) Goods and Service Tax,(v) Registration under Shops and Establishment Act and shall comply with all relevant laws & statutory requirements for providing above nature of job. Self attested copies of license/certificate under these clauses shall be attached with tender document.
- 6. Proof of ESI & EPF payment for the last 6 months (from Oct'17 to March'18) along with self attested Challan are to be enclosed (covered under period).**
- 7. The Agency shouldn't have been blacklisted by any Central/State government agency in the past three years. (Self certificate has to be attached along with tender document).Performa attached at Annexure 3.**
- 8. The Agency must be having a PAN and Bank account in Nationalized Bank/ Scheduled Bank and they will furnish their Bank account details along with tender document.**
- 9. Tender must be submitted in sealed /closed cover. The Tender submitted in open, i.e. open technical bid or open financial bid shall be rejected.**

10. The Tenderer should have Regd. Office/ Branch Office at Patna and if not will have to open a branch office in Patna.

Note:

1. The Agency should preferably have registration under various Acts, Department as detailed above on the date of submission of tender document, merely submitting acknowledgment of application for registration will be deemed at par with non-registration under the said Act /Department. If application is submitted for any registration shall be obtained before award of work/contract.
2. The candidature of Agency not fulfilling all or any of the above eligibility criteria is liable to be rejected.

F. INSTRUCTIONS TO TENDERERS

1. Submission of Bid.

After submission of online Bid the Tenderers are required to submit the tender (in hard copy) in the form as defined below.

The envelope no. 1 marked "Technical Bid" shall contain (i) DD of **Rs 4.80 lakhs (Rupees Four Lakhs Eighty Thousand only)** towards EMD drawn in favour of " ESIC RO A/C No.2," payable at Patna and (ii) technical bid dully filled in annexure – I A& I B along with dully signed (on all pages) tender document as well as self-attested (in case of photocopy of document) with supportive document. The word/phrase **"Technical Bid for providing "Security services in ESIC Hospital,Bihta, Bihar"** must be superscribed on the top of the envelope.

The envelope no. 2 marked "**Financial Bid**" shall contain the financial bid Annexure – 2 and the word/phrase **"Financial bid for providing Security Services in ESIC Hospital, Bihta, Bihar "** should be super scribed on the top of the envelope.

All the two sealed envelope shall also carry the name and address of the tenderer and all the 02 (two) sealed envelope shall be kept in a big envelope and **"e-Tender for providing Security services in ESIC Hospital,Bihta,Bihar"** should be superscribed on the top of the envelope as well as name and address of sender on the bottom of envelope. This sealed envelope (containing the envelope of EMD, Technical Bid, Financial bid) shall be dropped in the tender box place in the office of the Regional Director , Regional Office ESI Corporation Patna on or before **21.06.2018 upto 03.30 PM.**

Tender must reach this office not later than the time and date notified in the tender form stated in the schedule of tender. In the event of tender received after scheduled date and time, the tender will not be allowed in bidding and it will be rejected summarily.

2. All entries in the Tender form shall be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.
3. Tender incomplete in any form will be rejected out rightly. Conditional Tenders will be rejected out rightly.
4. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period, otherwise the EMD submitted by the tendering firm would stand forfeited.
5. Each page of the Tender document shall be signed and stamped by authorized representative of Tenderer in token of acceptance of the terms and conditions laid under the Tender Document.
6. The rates quoted in financial bid shall be in Indian currency and as per details furnished in Financial bid i.e. Annex-2

G. Opening of Bid:

1. The Technical Bids will be opened **at 04:00 PM on 21.06.2018** in the presence of such tenderer or their authorized representatives who may choose to be present at the time of opening of technical bid.
2. The envelope no.1 containing EMD and Technical bid shall be opened first and technical Bid shall be evaluated as per the terms & condition laid under tender document. The Technical bid will be evaluated by Technical Evaluation Committee and shortlist the eligible technically qualified bidder as per terms & conditions of tender document. The financial bid of only technically qualified bidder shall be opened later on. The date & time of opening of financial bid shall be communicated to all technically qualified bidder.
3. The financial bid Envelop-2 shall be opened in presence of technically qualified bidder or their authorized representative who choose to be present on the date & time of opening of financial bid.

H. Selection of Eligible Tenderer

The selection of successful bidder shall be made on the Service charge offered by the bidder (in percentage) keeping in the view of terms and condition laid under tender document. **Preference will be given to the DGR Approved Security agency and norms for selection of DGR approved bidder as per DGR Guidelines.**

Registration under PSARA is compulsory for all concern tenderer. In case of non availability of registration under PSARA the same is required to be produce within 21 days on award of contract.

I. Reservation.

The Medical Superintendent, ESIC Hospital,Bihta, Patna reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof and also at any stage if any issue /clause needs to be clarify The Medical Superintendent, ESIC Hospital,Bihta, Patna will pass a reasonable order (speaking order) on the issue and it the order will be binding on all the concern.

J. Validity of tender:

The tender should be valid for 120 days from the date of opening of financial bid of the tender unless short closed before that by the Medical Superintendent, ESIC Hospital, Bihta PATNA,Bihar.

K. General Terms & conditions:

The successful bidder shall give its acceptance within 15 days & shall deposit performance security within 15 days from offer of work and required to enter into an agreement with Regional Director ESI Corporation Patna on bond paper(Non-Judicial Stamp) of Rs.1000/ (Rupees One Thousand only) . The cost of bond paper will be borne by successful bidder. In case, if successful bidder fails to give acceptance or to deposit performance security deposit or enter into agreement within stipulated time, the offer of contract will be deemed to be cancelled and EMD amount will be forfeited. Contract may thereafter be offered to next eligible bidder (L-2) and so on. The successful/bidder who chose to enter into agreement after fulfilling the criteria are required to abide by following conditions.

- i)Agency shall deploy services of only those personnel who are registered under ESI etc. and deployed personally shall always carry the ESI e-pahchan card while on duty on working days. The names of Security

services personnel should always be displayed on their uniform for identification purpose. The Security **services** staffs must be rotated from their locations from time to time.

(ii) The Contractor / Agency/Hospital will maintain a register in which day to day deployment of personnel will be entered & Contractor shall ensure the Health and safety measures of their deployed employees. While raising the bill, verified copy of attendance register by the Authorized Person by Medical Superintendent and the deployment particulars of the personnel engaged during each month shall be submitted along with the bill, failing which, bill will not be entertained. The satisfactory performance certificate shall also be enclosed alongwith the bill.

iii) The Security service staffs provided shall be the employees of the Contractor, all Security service staffs must be Experienced and shall be paid/complied as per minimum wages act and all statutory liabilities shall be paid /complied by the contractor such as ESI, EPF, Workmen's Compensation Act(if applicable) etc.as required. At the time of deployment, photo of Security service staffs including proper name and badges, ESI no. & EPF No. shall be furnished. Without these particulars, their deployment will not be allowed. The antecedents of Security service staffs deployed shall be got verified by the contractor from local police authorities and an undertaking in this regard shall be submitted.

- IV. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Contract Labour (Regulation & Abolition) Act 1970,PSARA, ESI Act and EPF Act, Workmen's Compensation Act etc. in r/o **Security staffs** deployed.
- V. The Contractor at all times shall indemnify ESIC/ESIS against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules & regulation made thereunder from time to time. ESIC/ESIS will not own any responsibility in this regard.
- VI. **The agency shall submit periodical return of ESI & EPF in r/o personnel deployed. Compliance of each month shall be submitted with bills of following month. For first month full registration particulars of the personal shall be submitted.**
- VII. **The Contract shall initially be for a period of one year(which is extendable for another year(s) on year to year basis, on mutual consent and satisfactory performance) on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the period of contract (except in case of enhancement of minimum wages/or statutory liability). In case of any enhancement of minimum wages or any statutory liability the contractor shall first pay the enhanced minimum wages or any other statutory liability and then make claim along with such notification(s). However both the parties are open, to terminate the contract by serving one months notice, in writing of its intention to do so. ESIC also reserves the right to terminate the contract if it feels the performance is not satisfactory.**
- VIII. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- IX. **The duty hour will be of eight hours and shift/timing will be decided by Medical Superintendent,ESIC Hospital,Bihta,Bihar.**
- X. 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 will

issue from time to time and which have been mutually agreed upon between the two parties.

- XI. The ESIC shall have the right, to remove any Security service staffs which are considered to be undesirable or otherwise.
- XII. The agency shall not employ any person below the age of 21 yrs and above the age of 55 yrs. Manpower so engaged shall be trained with Security services. 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/- on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
- XIII. The personnel engaged shall 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).
- XIV. The personnel engaged for the works will not be allowed to stay in the premises after completion of the work and the personnel should not take bath or misuse the water at **ESIC Hospital, Bihta, Bihar.**
- XV. The Medical Superintendent, ESIC Hospital Bihta, Bihar may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of contract rates for manpower.
- XVI
- (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 persons absent on that particular day shall be levied and the same will 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 XVI(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 services staffs** found involved in the incident shall be removed from the work immediately.

XVII. Payment Procedure:

*The payment to **the Security service staffs** deployed shall be made through ECS only by the Contractor. The Contractor shall prepare bills on calendar month basis (1st to 30th /31st) and shall be submitted (in triplicate) upto 7th of following month along with details of payment of statutory liabilities like ESI, EPF, Services tax etc of preceding month with all the relevant certificates/documents. The agency must make the payment to their workers through Bank transaction on or before 7th of each month and should enclosed the proof of payments to the personnel. by ESIC office. Payment of the bill will be based on Computerized print outs in standardized proforma approved by ESIC. In event it is found that there is intentional under payment to **Security services staffs**, the action including forfeiture of security deposit and cancellation of contract may be taken.*

All the payment (including that of Advance) to the workers to be made by the agency through Bank transactions only. Cash payment is strictly prohibited. If the agency does not make payment to its workers through bank, the contract is liable to be terminated.

The bill shall be submitted with the following documents :

(a.) The wages of workers for last month credited to their Bank Account on _____ and the details of payment along with Bank Account No shall be uploaded by the agency on the website, if there is no website of the agency, it is to be sent by mail to the SMC and RD ESIC Patna for uploading on the ESIC website. **No cash payment is permissible & such payments are to be treated at par with non-payment of wages. There must be no deviation whatsoever in this regard.**

(b.)

I) ESI Contribution for the month of _____ amounting to Rs _____ has been paid on _____

II) EPF Contribution for the month of _____ amounting to Rs _____ has been paid on _____

III) Service tax for the month of _____ amounting to Rs _____ has been paid on _____

IV) Other Statutory Liabilities, if any for the month of _____ amounting to Rs _____ has been paid on _____

(Copy of challan to be enclosed.)

(c.) Attendance Sheet of the House Keeping Staff duly verified by the authorised Medical Officer In charge or designated officer of Dispensary.

(d.) Undertaking to the effect that all Statutory Labour Laws including Minimum wages Act is being complied with.

(e.) In case, if there is subsequent change in minimum wages, the contractor shall make the payment to the workers as per latest minimum wages and the bill shall be claimed accordingly. The contractor is also required to submit the notification regarding the same.

(f.) The agency is required to submit quarterly/six monthly/ Yearly return in respect of Statutory Provisions.

XVIII. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, a penalty of Rs 500/- shall be levied (if penalty amount is not specifically mentioned in particular clause) & in event of repeated breach/violation or contravention of the terms & condition the ESIC reserves the rights to forfeit the Security Deposit & terminate the contract.

XIX. 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.

XX. 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 ceases 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.

XXI. 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, 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.

XXII. 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, Bihta shall be entitled to terminate the contract and forfeiting the contractor's Performance Guarantee (Security Deposit) or ask to contractor to remove/replace such personnel.

- XXIII. The contractor shall get Security service staffs deployed screened for visual, hearing, gross physical defects and contagious diseases and will provide a medical certificate to this effect for each personnel deployed. The ESIC 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 services agency/ contractor shall be always alert. If any Security service staffs was found sleeping on duty, a penalty of Rs. 500/- for per staff, each such incident will be deducted from the bill of the contractor. If any Security service staffs 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 staff will be reported to police and shall have to be replaced.
- XXV. The personnel deployed shall ensure to minimize the wastage of electricity, water & other resources by taking round of the building. There shall be proper arrangement for keeping the keys of rooms of the building. The Security service staffs shall also ensure that all the electrical equipments/instruments/lights and fans must be switched off, when they are not in use or at the time of closure of the office. Security service staffs engaged by the contractor shall not take part in any staff union and association activities. The Security service staffs deployed shall also require to be vigilant to avoid any mishap, accident, theft etc.
- XXVI. The ESIC shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- XXVII. The Medical Superintendent, ESIC Hospital, Bihta 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, Bihta does not recognize any employee employer relationship with any of the workers of the contractor.
- XXVIII No extra remuneration shall be paid on account of TA/DA etc. for deployment of Security staff at different locations
- XXIX. **Arbitration**
- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the The Medical Superintendent, ESIC Hospital, Bihta
- (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 Patna only.
- (d) The Courts at Patna shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

XXX. ESIC reserves the right to impose any terms or condition at any time during the course of contract as per administrative convenience.

XXXI Risk Clause

- (a). The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- (b.) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse within the areas of the ESIS Hospital, Bihta. Any theft / loss occurred in any of the places where **Security service staffs** is being provided by the Agency, due to negligence of the Security Services staff, 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 Medical Superintendent, ESIC Hospital, Bihta , Patna** in this regard will be final and binding on the agency.
- (c.) In the event of loss/damage of equipments etc. at the premises of the ESIC due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to ESIC.
- (d) In case the contractor fails to commence/execute the work as stipulated in the agreement or in case of unsatisfactory performance or does not meet the statutory requirements of the contract, The Medical Superintendent, ESIC Hospital, Bihta, Patna reserves the right to impose the penalty as detailed below:

2% of annual cost of order up to 5 five weeks' delay.

After five weeks delay the The Medical Superintendent, ESIC Hospital, Bihta 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.

XXXI. Deployment of Personnel

The Medical Superintendent, ESIC Hospital, Bihta , Bihar will place work order to the selected vendor as per requirement and the deployed Security personnel will work under the control of Regional Director or any other Designated/Authorized Person by The Medical Superintendent, ESIC Hospital, Bihta , Patna.

Sd/-
Medical Superintendent
ESICH, Bihta, Patna

TECHNICAL BID***“Tender for Security Service in the premises of ESIC Hospital, Bihta, Patna, Bihar”***

1	NAME OF TENDERING COMPANY / FIRM / ESST./INDIVIDUAL OWNERSHIP	
2	NAME & ADDRESS OF OWNER / PARTNERS/ DIRECTORS	
3	FULL PARTICULARS OF TENDERING/ FIRM/ESST./INDIVIDUAL OWNERSHIP	
(A)	ADDRESS	
(B)	TELEPHONE NO.	
(C)	FAX NO.	
(D)	E-MAIL ADDRESS	
(E)	Address of Office at Patna	
4	DETAILS OF EARNEST MONEY DEPOSIT	
(A)	DD NO. & DATE AMOUNT RS.	
(B)	DRAWN ON BANK & VALID UPTO	
5.	REGISTRATION	
A	ESI REGISTRATION NO.	
B	EPF REGISTRATION NO.	
C	PAN/GIR NO.	
D	Goods & SERVICE TAX REGISTRATION NO.	
E	Shop & Establishment Registration	
F	Full particulars of the Bankers of Company / Firm / selected tenderers, with full address/ tel. no.	
G	Name of the Bank/ Address of the Bank Telephone No./	
H	Whether agency is black listed by any Cent./State Govt if not attached self certificate	

6. Annual Turnover (Self attested copy of audited balance sheet , Income tax return, Income tax clearance certificate are to be enclosed) for last three financial year 2014-15,2015-16 & 2016-17(Minimum requirement Rs. 40 Lakhs) :

Sl. No.	Financial Year	Turn Over
1	2014-15	
2	2015-16	
3	2016-17	

7. Details of payment of ESI & EPF :

Name of Month	ESI Contribution	Date	EPF Contribution	Date
October, 2017				
November, 2017				
December, 2017				
January, 2018				
February, 2018				
March, 2018				

8. Work experience:

Work order from reputed organization covering last 3 years

Sl. No.	Year Covering	Name & address of reputed Organisation

9. Period of contract and value thereof.

Sl. No.	Work order	Value of contract (Not less than)	Name & address of the Reputed Organization	Period of contract	amount
1.	01 (one) work contract	Rs. 60 Lakh during last financial year or current financial year			
2.	02 (Two) work contract	Rs.40 Lakh during last financial year or current financial year			
3.	03 (Three) work contract	Rs. 20 Lakh during Last financial year or Current financial year			

10. Any other information.:

Place:

Date:

Signature of Owner/Managing Partner/Director etc

Name:

Seal :

UNDERTAKING

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

**To
The Regional Director
Regional Office
J L Nehru Marg
Patna,
Bihar-800001**

Subject: Tender for providing Security Service.

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 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 Minimum Wages Act/DGR Guidelines as amended by the Government from time to time and shall be fully responsible for any violation.
4. I /we have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
5. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Place:

Date:

(Signature of the Bidder)

Name and Address of the Bidder.

Mobile No.:

FINANCIAL BID FOR SECURITY SERVICES
FINANCIAL Bid
(To be filled by the vendor)

sl. no. "A" "B"	Description	For Security guards deployed in Area 'B'
		Daily Rate/ Amount (in Rs) for one security guard
1	Daily rate per person as per existing minimum wages/DGR Guidelines of Central Govt for worker under category of Security Guard	
2	ESICont(Employer share @4.75%	
3	EPF Cont (employer share) @13.35%	
4	Bonus @ 8.33%	
5	Uniform Allowance @ 8% (i.e. uniform outfit & washing allowance)	
6	Total (1+2+3+4+5+6)	
7	Service charge (on SL.No.-6) Percentage=% [Percentage to be indicated here]	
8	Total including Service charge (6+7)	
9	GST @.....(On SI No.8)	
10	Grand Total (8+9)	

(*) Wages includes all components of wages namely Basic, DA, HRA, Washing Allowances etc., as applicable .

Note-

1. The Financial Bid not in conformity with Existing Minimum Wages/DGR guidelines will be rejected out rightly.
2. The bonus or other statutory liabilities and paid leave as per statutory provisions will be reimbursed after payment of same by the contractor along with service charge and taxes.
3. There shall not be weekly off for Security personnel as he/she will be eligible for Off on Sundays.
4. In case, if at any stage any statutory compliance is required to meet, the bidder, selected for the purpose has to comply with the statutory compliance at first later on the same shall be claimed for reimbursement.
5. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder as other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc are as per statutory provision.
6. The GST will be reimbursed on payment of same by the vendor to government authority and on production of proof of payment (Return/challans)
7. In case, there is subsequent change in minimum wages, the contractor shall make the payment to the workers as per latest rates and the bill shall be claimed accordingly. The Vendor/ Contractor is also required to submit the notification regarding the same.

Place:

Date:

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

Annexure-3

Declaration

(to be submitted by the contractor on letter head)

1. I/We, the undersigned do hereby declare that, I/We have never ever been blacklisted and/or there were no debarring actions against us for any default in the performance of the contract entrusted to us by any Govt agencies.
2. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of contract or at the bidding stage, my bid/contract shall be liable for cancellation/termination without any notice.

Yours faithfully,

Signature of the bidder With seal

Date-
Place