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|  <p>Chinta Se Mukti</p> | <p align="center">EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL (Under the Ministry of Labour & Employment, Govt. of India) Sy. No. 11-55-1, Plot No.1, 5th Main Road, (FTI Campus), Yeshwanthpur Industrial Suburb, Bengaluru - 560022. Ph.no:080-23579467 email: ms-peenya.ka@esic.in</p> |
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No.492/D/35/11/Genl/Aspects-2017-18

Date : 09.01.2018

To

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| <p>Major N.Raghuram Reddy M/s 3862/ N.Raghuram Reddy Security Agency, No.15, J.Sons Felicia Apartments, AECS Layout, A-Block, Singhasandra, Bangalore-68 <i>Email id:</i> <i>raghuram.reddy@jupiterinfra.com</i></p> | <p>Lt Col Chandran K. M/s 4027/ Chandran K. Security Agency, 204 A, Chandrageetham, P.O./ Annur, Payyanur, Kannur, Kerala-670307 <i>Email id: ckolivatt51@gmail.com</i></p> | <p>4040 Col TS Prakash Kshirsagar M/s 4040/ Prakash Kshirsagar Security Agency, House No.P-1/18, AWHO, Vasant Vidyanagar Cross Road Billamaranhalli, Bangalore-562157. <i>Email id: kshirbang@gmail.com</i></p> |
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Sir,

Sub: Limited e-Tender enquiry for providing Security services to ESIC Hospital, Peenya, Bangalore, as per DGR nominations – Reg.

Ref: DGR letter no. 2112/SA/ESCIH/2017/Karnataka/3862/4027/4040/Emp dated 29/11/2017.

E-tenders are invited for providing Security service for ESIC Hospital, Peenya, Bangalore on contract basis for one year as per DGR nominations.

The period of contract is initially for one year, renewable from year to year basis, subject to satisfactory performance of the firms during the contract period and subject to maximum of two years (including the initial one year).

The terms and conditions of the bid is enclosed.

The Medical Superintendent reserves the right to reject any quotation / offer without assigning any reason thereof.

Yours faithfully,

(Mangminlal Sitlhou)
Deputy Director (General Branch).

Signature of the Contractor

Introduction

Limited e-tenders under two-bid system through e-procurement solutions are invited from DGR empaneled and nominated agencies Security Services at ESIC Hospital, Peenya, Bengaluru for a period of one year, renewable for a further period of one year subject to satisfactory performance. ESIC Hospital, Peenya, Bengaluru is a 100 bedded hospital run by the Employees State Insurance Corporation which is a statutory organization under the Ministry of Labour and Employment, Govt. of India. The hospital is situated in a well fenced compound with an area of 5(five) acres and has a modern building of 2,37,572 square feet floor space in two to four floors and 76,345 square feet of surrounding space equipped with centralized air-conditioning, latest electrical and power equipment, power backup, fire-safety systems, boilers, lifts, gas manifold system, kitchen, etc. and an average footfall of 500 to 1000 persons per day which includes patients under the ESI Scheme and regular/out-sourced employees of the hospital.

| Sl.No | Name of the Work | Security Services at ESIC Hospital, Peenya, Bengaluru-22 |
|-------|--|---|
| 1 | Duration of Work | One Year (renewable by another one year on satisfactory performance) |
| 2 | Bid Processing Fee | Rs.2495/- (to be paid in the form of Demand Draft to M/s C1 India Pvt Ltd payable at New Delhi) |
| 3 | Value of E-Tender | Rs.2,20,00,000/- (Approx.) |
| 4 | Security Deposit | Rs.1,84,000.00 (Rupees One lakh Eighty Four thousand only)10% of one month 's wage bill. |
| 5 | Services required | Providing of Security Services at ESIC Hospital, Peenya, Bengaluru-22 |
| 6 | Date of issue of e-tender applications | 13 /01 /2018(online) |
| 7 | Pre-bid Meeting | 22/01/2018 (10:30 a.m.) at Conference Hall, 1 st Floor, ESIC Hospital, Peenya. |
| 8 | Last date for uploading of completely filled E-tender applications | 03/02/2018 (1.00 P.M.) |
| 9 | Date and Time of opening of e-Tender(Technical Bid) | * 05/02/2018 (11.00 a.m.) (online) |
| 10 | Date and Time of opening of e-Tender(Financial Bid) | * Will be communicated through suitable media after completion of Technical bid analysis. |

Note: *In case the said date/s, happen to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place & as a consequence any change/s in the date/s of the subsequent activities will be informed through suitable media to all concerned.

Selection of the agency will be at the sole discretion of the competent authority of the ESIC who reserves its right to accept or reject any or all the proposals.

The tender documents for the above work can be downloaded from www.esictenders.eproc.in and can also be viewed at www.esickar.gov.in or www.esic.nic.in or <http://www.esichospitals.gov.in/bengaluru-peenya-home>.

Sd/-

MEDICAL SUPERINTENDENT

Signature of the Contractor

CHAPTER-1: INSTRUCTIONS TO BIDDERS

1. **Bids for the tender are to be submitted online** through www.esictenders.eproc.in . Any bid not received online will be treated as null and void.
2. **E-tender Procedures and helpdesk:** All bidders are to submit their bids and documents through online. The instructions relating to **e-tender procedures and the Helpdesk** for inquiries are given below.
 - (a) 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.
 - (b) Bidder should get registered at <https://esictenders.eproc.in>.
 - (c) Bidders can contact C 1 India Pvt Ltd. Helpdesk at <https://esictenders.eproc.in/html/Support.asp>
 - (d) Bidder needs to submit Bid Processing Fee charges of Rs.2495/- (non-refundable) in the form of Demand Draft from any scheduled bank in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi (or in any other form as acceptable by C1 India Pvt. Ltd.) for participating in the Tender. Along with the Demand Draft, Bidder needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, User ID and Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).
 - (e) The payment should reach at the below mentioned address, at least one day before the due date and time of Bid Submission: Kind Attn: Mr. Mohit Chauhan C1 India Pvt. Ltd. 301, Gulf Petro Chem Building, 1st Floor, Udyog Vihar, Phase – 2, Gurgaon, Haryana - 122015 Note: Bid Processing Fee will be Approved only after the receipt of payment.

Kind Attn: Mr.Mohit Chauhan,
C1 India Private Limited,
301, Gulf Petro Chem Building, 1st Floor,
UdyogVihar, Phase-2,
Gurgaon, Haryana – 122015.

Note: Payment will be approved only after physical receipt of Demand Draft.

Please email your issues at esichelpdesk@c1india.com before you call helpdesk.

Helpdesk Phone Number: 022-66865600/10/11

3. **Eligibility Criteria:**
 - (a) The agency should be empaneled under the Directorate General of Resettlement, Govt. of India.
 - (b) The agency should be nominated for providing security services at ESIC Hospital, Peenya by the DGR.
 - (c) The agency should have all statutory registrations such as ESI, EPF, Labour licence, PSARA licence, GST Number, etc.
 - (d) The Agency should have a regular local Office in Bangalore supported by proof of ownership of the premises or a rent agreement executed through an authorized Notary.
 - (e) The Contractor should fulfill the various criteria and fill up the information as specified in the Technical Bid under Chapter-4 along with supporting documents specified therein.
4. **Pre-bid meeting:** All prospective bidders are advised to attend the pre-bid meeting scheduled on 22/01/2018 (11.00 a.m.) in the Conference Hall of ESIC Hospital, Peenya or necessarily intimate their inability to attend the same at ms-peenya.ka@esic.in so that any clarification made can be addressed to them.
5. **Deadline for submission of bids:**
 - (a) The last date for online submission of e- tender is 03-02-2018 (01.00 p.m.).
 - (b) The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru - 22, may, at his/her discretion, extend the deadline for submission of bids or call for re-tender in case sufficient bids are not received. In such case, the financial bids for the valid Technical bids received will be considered for the re-tender.
6. **Online Bid Submission and documents to be uploaded:** The online bid submission will consist of two parts consisting of the Technical Stage and the Financial Stage. Guidance, if necessary, for online bid submission,

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may be obtained from the authorized service provider M/s C1 India Pvt. Limited. The documents to be uploaded are:

- (a) Duly filled, signed and stamped copy of Chapter-4 (**Technical Bid**) of the tender document.
- (b) Financial statement (Audited Balance Sheet & Profit & Loss A/c) for three financial years i.e. 2014-15, 2015-16 & 2016-17).
- (c) Proof of registration with GST, ESIC, PSARA licence and EPFO.
- (d) DGR empanelment letter/ nomination for Security services at ESIC Hospital Peenya.
- (e) Registration /Incorporation of firm/company/Partnership.
- (f) Copy of PAN Card.
- (g) Self-Certificate that the firm has not been indicted for any criminal, fraudulent or anti competition activity and not black listed/debarred by any Govt. Department or otherwise.
- (h) Certificate of Registration with Labour Department as an Establishment.
- (i) Authorization certificate for signature of tender documents if other than owner/Partner/Managing Director.
- (j) Address proof of Office in Bangalore.

7. Documents to be submitted manually: Duly signed and stamped copies of the following documents are to be submitted manually addressed to **“The Medical Superintendent, ESIC Hospital (Peenya), Sy.No.11-55-1, Plot No.1, 5th Main Road, Behind FTI Campus, Yestwantpur Industrial Suburb, Bengaluru-580022”** and superscribed on the envelop as **“E-tender for Security Services at ESIC Hospital, Peenya”**:

- (a) Duly filled, signed and stamped copy of **Chapter-1 to Chapter-4** of the tender document and **Annexures** to the tender. Chapter-5 (Financial bid) should not be enclosed.
- (b) Financial statement (Audited Balance Sheet & Profit & Loss A/c) for three financial years i.e. 2014-15, 2015-16 & 2016-17).
- (c) Proof of registration under GST, ESIC and Contract Labour Act issued by RLC(central).
- (d) DGR empanelment letter/ nomination for Security services at ESIC Hospital Peenya.
- (e) Registration /Incorporation of firm/company/Partnership.
- (f) Copy of valid license to carry out Security services issued by the appropriate government authority(PSARA Act).
- (g) Copy of PAN Card.
- (h) Self-Certificate that the firm has not been indicted for any criminal, fraudulent or anti competition activity and not black listed/debarred by any Govt. Department or otherwise.
- (i) Certificate of Registration with Labour Department as an Establishment.
- (j) Address proof of Office in Bangalore.

8. Bid Opening and Evaluation:

- (a) The bid shall be opened online by the Officers authorized by the Medical Superintendent at **11.00 a.m. on 05/02/2018** in the Conference Hall, 1st Floor, ESIC Hospital Peenya, in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present.
- (b) All the bids will be scrutinized, relevant documents will be checked for their eligibility.
- (c) The tenderers whose technical bids are accepted will be informed about the date of the opening of the financial bids.

9. Contacting of Officials and Clarification regarding Tender:

- (a) No bidder shall try to influence the Hospital administration on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.
- (b) Any effort by the bidder to influence the Hospital administration in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- (c) Prospective bidders may visit the premises of this hospital on any working day between 10.00 am to 3.00

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p.m. for site inspection of the services and repairs offered in the tender by contacting the Deputy Director(PMD), ESIC Hospital, Peenya.

- (d) **Any doubts relating to the tender document may be emailed at least three(3) days before the date of the pre-bid meeting. Clarification, if any, made in writing during the pre-bid meeting will form a part of the tender document and will be binding on all the bidders.**
10. All costs incurred by the bidder in the bidding process shall be borne by the bidder and ESIC shall not be liable towards any such expenditure incurred by the bidder or prospective bidder. No refund towards costs incurred shall be made in case of cancellation of the tender due to any reason.
 11. The financial bid shall be valid for a period of 90 days from the date of opening of the Financial bid. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period and the EMD submitted by the tendering firm would stand forfeited in case of withdrawal.
 12. Tenders received and found deficient on account of registrations, documents or any required information are liable to be rejected summarily.
 13. The Tenders from Individual/Firm/Organization including its Partners/ Shareholders/ Directors who have been blacklisted/prosecuted by any departments/statutory bodies in any State or by any Court of Law, shall not be entertained.
 14. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
 15. Any agency in which the near relatives of officials working in ESIC Hospital, Peenya are Proprietor(s) or Partner(s) is not eligible to participate in the tender. The near relatives for this purpose are defined as: -
 - (a) Members of a Hindu undivided family (HUF).
 - (b) Husband and Wife.
 - (c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter- in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).
 16. The bidder shall submit full details of his Agency / firm or, if the bidder is proprietor / partnership or a Private Limited Company, full details of ownership and name of the Directors. If the bidder 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 authority.
 17. 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.
 18. Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be.
 19. **Non transferability:** This tender is neither transferable nor is sub-contracting of the work allowed.
 20. Any conditional acceptance is liable for rejection of tender.
 21. The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru-22 reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.
 22. The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru-22 will award the contract to the successful evaluated bidder whose bid is 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.

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23. The Financial bid will be scrutinized and comparison for lowest bid made on the basis of the rate quoted in chapter 5.
24. In case more than one 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 Medical Superintendent, ESIC Hospital, Peenya, Bengaluru. The committee shall decide after verifying the premises, infrastructure, facility and years of experience etc.
25. The successful bidder will be informed by Registered post/e-Mail that his bid has been accepted.
26. The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Award until extended by the Medical Superintendent, ESIC Hospital, Peenya, Bengaluru up to a maximum of another two weeks in a non-judicial stamp paper and all the expenditure in this regard shall be borne by the bidder.
27. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Award" for an amount of **Rs.22,00,000 (Rs. Twenty Two Lakh only)** in the form of Demand Draft from a Scheduled / commercial bank drawn in favour of "ESIC Fund A/c No -1", payable at Bengaluru or in the form of an unconditional Bank Guarantee from a Scheduled bank in the format approved by ESIC. 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. The Security deposit will not bear interest of any kind and will be refunded on satisfactory completion of the contract.
28. Tender containing false, misleading information will be rejected and may also be liable for consequences for submitting false information.
29. Medical Superintendent may at his discretion, amend/modify the tender and/or extends the deadline for submission of tenders at any time prior to the last date for submission of Tenders. Medical Superintendent may for any reason at his own initiative modify the Tender documents by amendment and information thereof will be uploaded on Corporation's website and shall be binding on all concerned.

CHAPTER-2: GENERAL CONDITIONS OF CONTRACT:

1. The contract shall initially be valid for period of one year and may be renewable for a further period of One year subject to satisfactory performance, on the same Rate, Terms and Conditions, as per DGR guidelines.
2. The security agency should deploy manpower from the category of Ex-Servicemen against the strength of Security guards, Gunman and Supervisor.
3. The Contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Hospital.
4. Manpower so engaged should be trained for providing security services.
5. 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.
6. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
7. The Hospital shall have right to direct the Contractor to remove any person in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange suitable replacement in all such cases.

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8. The shift should be of 8 hour duration. No guard should be permitted to work for two shifts continuously. Each guard should be given one day off after every six continuous days of work.
9. The Contractor shall ensure the marking of "in" and "out" attendance of all Security personnel deployed in the Biometric Attendance device placed in the premises of the hospital. For this purpose, Aadhar copy of all Security staff is to be submitted to the Deputy Director(General Branch) before deployment.
10. The eight hours shift timings are fixed by the Hospital from time to time depending upon the requirements. Prolonged duty hours (more than 8 hours at a stretch) shall not be allowed. Substitute shall be arranged immediately in case of absence of any security person. No payment shall be made by the Hospital for double duty, if any.
11. The Contractor must provide standard liveries to its Security staff/supervisors. The staff shall be in proper uniform as approved by ESIC and with their identity properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of ESIC. The cost of maintenance/replacement shall be borne by the service provider.
12. Medical Superintendent shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.
13. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Service Provider/Contractor for rendering the services, are employees of the Medical Superintendent or engaged by the Medical Superintendent. The Service Provider/Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall Medical Superintendent be liable for any payment or claim or compensation. In case any liability falls on Medical Superintendent for any reason, the Service Provider/Contractor shall keep Medical Superintendent indemnified against the same. In order to give effect to this, the Service Provider/Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider/Contractor, a copy of which should be given to Medical Superintendent for perusal and record.
14. The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
15. The persons provided by the contractor shall not claim any benefit/compensation/absorption/regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.
16. 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 then contractor.
17. The security personnel provided shall always be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen' Compensation Act etc. The list of staff going to be deployed shall be made available to the Hospital and fresh list of staff shall be made available by the agency after each and every change.
18. The agency should submit the private security license from the Police department and Contract Labour Licence from Labour department(Form IV).
19. The Service Provider/Contractor & the workers deployed by him at the EISC Hospital Premises shall maintain confidentiality of any information in their possession during their working at ESIC Hospital & thereafter.
20. The agency shall immediately provide a substitute in the event of any guard leaving the job due to his personal reasons or not attending the duty.
21. The absence/non-availability of guards on the earmarked post shall invite penalty of Rs.500(Rupees Five Hundred only) on each occurrence.

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22. The Contractor 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 to hospital authority.
23. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
24. 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
25. The Hospital shall have the right to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change with prior permission of the hospital.
26. The contractor shall be responsible to protect from theft all properties and equipments of the Hospital entrusted to it.
27. The personnel deployed by the contractor shall be smartly dressed in neat and clean uniform having Identity Card containing Photo, Name & Address, date of birth, Ex-Servicemen, ESI, EPF Number.
28. 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.
29. 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 shall be levied accordingly.
30. In case any public complaint is received attributable to misconduct / misbehavior of contractor's personnel, a penalty shall be levied and the same shall be deducted from contractor's bill. Security Guard found involved in such incident shall be removed from the Hospital immediately.
31. 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, the Hospital Authority shall have the right to terminate the contract. 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 any information about the affairs of the Hospital.
32. The Contractor will be responsible for such conduct of the persons engaged by him in the Hospital, which will be conducive for maintaining the harmonious atmosphere in the Hospital and will be responsible for any act of commission & omission of such persons.
33. 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.
34. The contractor shall be provided some space for office in the hospital for record keeping and management. but rest of the items required, has to be managed by him on his own. cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
35. The bidder shall ensure to provide female security guards in each shift as per the instruction of the Hospital.
36. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at ESIC Hospital.
37. The contractor 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 suspicion. Only physically fit personnel shall be deployed for duty.
38. Security staff engaged by the contractor shall not take part in any staff union and association activities.

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39. The Hospital shall not provide residential accommodation to any of the employee of the contractor.
40. If as a result of post payment audit any overpayment / underpayment is detected in respect of any Security guard provided by the agency or alleged to been provided by the agency under the tender, it shall be recovered / paid by the Hospital from / to the agency.
41. 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 Hospital etc.
42. The contractor 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 contractor shall ensure full compliance with tax laws of India 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 tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
44. The contractor will be under obligation to submit a certificate that he has cleared all the monthly dues of its / his employees within first fortnight of every month.
45. In case of breach of any terms and conditions attached to the contract, the contract shall be annulled.
46. The Contractor has to ensure the following for the personnel deployed in this Hospital:
 - 46.1. Ensure that their Manager/Supervisor is equipped with mobile phones.
 - 46.2. Ensure compliance to the applicable provisions of the Statutory Laws.
 - 46.3. The contractor is responsible for any loss due to improper handling of movable/immovable properties or use of improper material/equipments for cleaning etc by the Security staff.
 - 46.4. The contractor has to indemnify the ESIC against all claims, damages or compensation under the provisions of Central Minimum wages Act, 1948 and other Labour laws in force from time to time and Payment of Wages Act, 1936; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, or any modification thereof, Child Labour (Prohibition & Regulation) Act, 1986 Or any reenactment or modification of the same and any other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule to the personnel deployed and all Acts related to Social Security (ESI & EPF etc), Service Tax wherever applicable & other Labour legislations, and such statutory orders from time to time. ESIC will not own any responsibility in this regard. And the Contractor will be liable for any consequences resulting from violation of any such rule / provision.
 - 46.5. The contractor is liable to provide washing facilities as provided in the contract Labour (Regulation and Abolition) Act and the rules framed there under or any other applicable law.
 - 46.6. The Contractor is liable to provide first Aid Facility as provided in the Contract Labour (Regulation and Abolition) Act and the Rules framed there under or any other applicable law.
47. All suggestion, complaints related to services or staff deployed by the contractor will be registered and reported to the Caretaker, ESIC Hospital (Peenya). The contractor will take immediate action to resolve the same failing which the penalty clause will be invoked.
48. This register is to be completed on the basis of information received by the Supervisor from ESIC through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter / fax / email, verbal complaints from ESIC, etc. and necessary action is to be taken.

CHAPTER-3: Scope Of Work And Duties And Responsibilities Of Security Staff

1. The contractor will have to provide security services in the ESIC Hospital, Peenya, Bangalore through deployment of the following number of Security staff:

| Security Guard (without arms) | Security Guard (with arms) | Security Supervisor | Lady Guards (Civilian) | Total |
|-------------------------------|----------------------------|---------------------|------------------------|-------|
| 42 | 1 | 3 | 8 | 54 |

- The Security Guards and Security Supervisor should necessarily be ex-servicemen with Ex-servicemen identity cards issued by the appropriate authority.
 - Lady Guards (civilian) must have experience of at least one year as security staff in a registered Security agency.
 - The number of security staff required may change based on the requirement of the ESIC Hospital.
2. 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 periphery points and to prevent the entry of stray dogs and cattle and antisocial elements, unauthorized persons and vehicle into the campus of the ESIC Hospital.
 3. The Security Staff will be responsible for regulating the entry and exit of patients/attendants to the different Departments and to the in-patient wards. They shall also assist in adherence to the various queue/token systems of the OPDs, Medicine counters and Departments where queue/token system is followed.
 4. The Security staff will be responsible for protection of Medical and Non-medical Staff of the hospital from any threat from patients/attendants while performing their duties in the hospital.
 5. The Security Supervisor / Guard will also take round of all the important and sensitive points of the premises as specified by the Hospital and to check / block the access to the premises of loitering / unlawful persons and vagabonds.
 6. To keep a strict vigil on suspicious looking persons / objects and take immediate action as deemed suitable.
 7. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the ESI Corporation for providing safety, monitoring and surveillance.
 8. Safeguarding corporation's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles, etc., parked inside the premises/compound.
 9. Taking charge of personal property of employees/outsideers if any found in the Hospital premises and handing over the same to the office.
 10. To keep a check on all incoming and outgoing property/goods to ensure that the same are carried by authorized person(s) for bona-fide purpose with proper gate pass. For this security guard would be required to maintain details in the register with the signature of person taking out the property/goods or bringing in any property/goods.
 11. No item is allowed to be taken out without proper Gate Pass issued by the competent officers authorized by the Hospital Administration for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be obtained by the Security Personnel.
 12. Checking that all doors, windows, ventilators in the case of office buildings are properly opened/closed, before/after office hours, locking of main door at night, ensuring that lights, air conditioners & electrical gadgets are properly switched off, wherever necessary.

Signature of the Contractor

13. Deployment of Guards / Gunmen / Security Supervisors will be as per the instructions of the Competent Authority of the Hospital from time to time and the Security agency will be responsible for their optimum utilization.
14. Operation of main gates.
15. The Security Agency will be responsible for overall security arrangements of the Hospital and keep the Caretaker and the Deputy Director(General Branch) informed in case of any incident. The Security Supervisor will also liaison with the local Police Station whenever required under the instructions of the Competent Authority. Periodical reports on the Security arrangements of the hospital may also be submitted in order to improve the security arrangements.
16. Security Agency will ensure that all the instructions of the administration issued from time to time are strictly followed and there is no lapse of any kind.
17. The Contractor is required to prepare Duty Rosters every month in compliance with working hours as prescribed by the Labour Department and ensure it's adherence by all Security Staff. In case of any absence, suitable substitute should be placed against the absentee. No Security staff shall be deployed over-time under any circumstances.
18. 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 / enhanced.
19. 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 and ensure their safety and security.
20. Entry of the stray dogs and stray cattle into the premises is to be prevented. Any laxity in this regard shall invite penalty of Rs.500/- on each occurrence.
21. 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.
22. 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 fires or in any other natural calamities.
23. In emergent situations, security staff / supervisor 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.
24. The Security Supervisor / Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly. The Security Supervisor / Guards are required to attend to distinguished visitors, VIPs and Officers.
25. No duty point as specified in the Duty Roster shall be vacant at any point of time. The Contractor shall arrange to conduct surprise checks on the security staff at various hours at least twice a month to ensure adherence to the security requirements.
26. They are also required to conduct search of vehicles as per exigency and requirement of the hospital.
27. Any other duties / responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
28. While on patrol, careful observation should be made on pipelines, electrical fittings, drainage, water leakage and safety installations and taking action against damage/wastage wherever possible and bringing them to the notice of the Maintenance Agency.
29. Preventing additions or alterations in the premises being carried out by outsiders or tenants or employees which are unauthorized and reporting the matter to the superiors.
30. Keeping the special orders and instructions given by the superiors confidential, whenever specifically told.
31. In case of theft or damage by any person to the property or any untoward incident or unusual occurrence, informing Head of the department/Security Officers.

Signature of the Contractor

32. Taking care of keys under his custody and handing them over to the relieving watchman or to any other authorized person/s
33. Ensuring that no person has remained inside the premises while locking.
34. To keep a record of vehicles entering and leaving Hospital premises other than ESIC Staff, in a register and in case of any discrepancy, to bring it to the knowledge of Hospital management.
35. To maintain highest order of integrity, moral and social responsibility especially towards ladies and senior officers/doctors.
36. To act as a reliable informer to the Hospital authorities for safeguarding the Hospital's interest.
37. Taking the following action in case of a fire:
 - a. To raise alarm and muster assistance.
 - b. To contact immediately fire brigade and the police.
 - c. To try to put out the fire by using the fire extinguishing appliances available.
 - d. To inform immediately the Head of the Office or the Head of the Establishment and the Security Officer.
38. The above Scope of Services is illustrative and not exhaustive. The Contractor may be assigned any duty/function with regard to security of Premises from time to time. In case of installation of CCTV monitoring system, the Security staff will be required to man the control room and provide 24x7 duty.

IV. Variations:

The officer nominated by the Medical Superintendent 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.

V. Payment Procedure:

1. Payment will be made within 15 working days of the succeeding month from the date of submission of the bill in triplicate. Payment of the bill will be made based on computerized print outs in standardized proforma approved by ESIC Hospital Bangalore along with computer generated attendance sheet in respect of the persons deployed and checked by the officer nominated by the Medical Superintendent in this regard.
2. While submitting the monthly bill for security services, the Contractor shall submit the following documents:
 - a. Self-Attested copy of attendance register duly signed by the workers should be enclosed.
 - b. Self-Attested copy of ECS statement for credit of wages to bank accounts of Security staff.
 - c. Self-attested copy of wage register.
 - d. ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____(date) (copy of online generated list and the challan to be enclosed)
 - e. EPF Contribution relating to workers amounting to Rs. _____ was deposited on _____(date) (copy of the Challan and online generated list to be enclosed).
 - f. Proof of payment of GST for re-imburement showing the specific amount paid in respect of services provided at ESIC Hospital, Peenya. GST as applicable will be reimbursed on production of proof of payment.

Signature of the Contractor

- g. Certificate from the Contractor stating that he has complied with all Labour laws and fulfilled all statutory conditions in respect of the Security Services during the period of the Bill.
- 3. No other claim on whatever account shall be entertained by the Hospital. The Security Agency shall make payment of monthly wages to the deployed security personnel by ECS only.
- 4. In case the bill is not in order the same will be returned to the contractor for rectification and ESIC will not be responsible for any delay on this account. **However, the agency has to make payment to the workers on or before 7th of every month without fail and payment of wages is not linked to the clearance of the bill by ESIC Hospital.** However, endeavor shall be made to make the payment to the agency on time.
- 5. The wages of the Security personnel should be credited into their bank account and the necessary supporting documents should be enclosed while submitting the next month bill. 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.
- 6. Failure to comply with statutory provisions will attract immediate termination of the Contract.
- 7. The contractor shall also make available such returns/records for inspection by the person authorized by Medical Superintendent. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions given the particulars
- 8. The Bonus, Gratuity and Wages for National Festival Holidays shall be paid as per the statutory law applicable from time to time and re-imburement will be made on actual claim by the contractor as per law. The applicable statutory provision will have to be furnished by the Contractor for such claims.

VI. RiskClause:

- 1. The Contractor or its representative/s shall meet ESIC representative/s regularly to take feedback regarding the services. The Contractor will also maintain a suggestion book for comments on the services rendered by it.
- 2. The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the ESIC's premises and shall indemnify ESIC for any loss or damage caused by any act of the Contractor or its employees or staff etc.

VII. TERMINATION OF AGREEMENT:

- 1. The Medical Superintendent, ESIC Hospital, Peenya, Bangalore - 22 reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so and without payment of any compensation, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to Medical Superintendent, ESIC Hospital, Peenya, Bangalore - 22 in writing and in either event, the Contractor shall hand over the work peacefully as provided in the tender.

2. In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as Medical Superintendent is able to make any alternative arrangement or Medical Superintendent, ESIC Hospital, Peenya, Bangalore - 22 has agreed in writing to allow the contractor to discontinue earlier.

VIII. STAMP DUTY:

The contractor shall bear the stamp duty on the original of the agreement incorporating the General conditions of the contract, Scope of the work, Additional scope of the work and terms and conditions, which shall be executed in duplicate, and the Hospital shall retain the original and the Contractor shall retain the duplicate.

IX. Dispute Settlement:

The courts at Bangalore shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Signature of the Tenderer

Signature of the Contractor

| CHAPTER-4: TECHNICAL BID | | | |
|--------------------------------------|---|---------------------|------------------------|
| Particulars of the Contractor | | | |
| 1 | Name of the Contractor/Agency | | |
| 2 | *Ownership Status (Proprietorship/ Partnership/ Pvt. Ltd. Company, etc) <i>Note: Provide copy of Voter ID/Partnership Deed/ RoC respectively</i> | | |
| 3 | Name of the Proprietor/ Managing Partner/ Managing Director | | |
| 4 | *Address: | | |
| | a. *Office Address: | | |
| | b. Residential address of Proprietor/ Managing Partner/ Managing Director: | | |
| 5 | Contact Details: | | |
| | a. Office Phone Number | | |
| | b. Mobile number | | |
| | c. Email ID | | |
| | d. Fax Number | | |
| 6 | Registration Details of Contractor (Attach self-attested copy of each registration/ card): | | |
| | a. *PAN Number | | |
| | b. *Labour Licence No. | | |
| | c. *GST Registration Number | | |
| | d. *ESI Registration Number(17 digit code No.) | | |
| | e. *EPF Registration Number | | |
| | f. *Licence Number for Security Services | | |
| | g. Any other relevant licence | | |
| 7 | *Experience Particulars – for past three(3) years (with copies of Experience/Work completion certificates): | | |
| | Period | Organization/ Works | Amount (in Rs. & Lakh) |
| | a. 2016-17 | | |
| | b. 2015-16 | | |
| | c. 2014-15 | | |

Signature of the Contractor

| | | | |
|---|---|----------------|-------------------------------|
| 8 | *Profit/ Loss for the last three(3) years(attach self-attested copies of audited Balance Sheet/ P&L Account & Income Tax Returns) | | |
| | Financial Year | Turn-over(Rs.) | Profit(Rs.) |
| | 2015-16 | | |
| | 2014-15 | | |
| | 2013-14 | | |
| 9 | *Details of Banker to the Contractor (Copy of Pass-book) | | |
| | Name of Bank & Branch | Account Number | Saving/ Current/ Loan Account |
| | | | |

Signature of authorized person:

Date:

Full Name:

Place:

Company's seal:

DECLARATION

1. ISon/Daughter of Shri.....
Proprietor/Partner/Director/Authorized Signatory of am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information/document 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.

Signature of authorized person.

Date:

Full Name:

Place:

Company's seal:

N.B. The above declaration, duly signed and sealed by the authorized signatory of the company should be enclosed with Technical tender.

Signature of the Contractor

CHAPTER -5**FINANCIAL (COMMERCIAL) BID FOR SECURITY SERVICES AT ESIC HOSPITAL (PEENYA) BANGALORE**

| Particulars | Rate (in percentage) |
|-----------------|----------------------|
| Service Charges | |

- NOTE:
1. Wages & Allowances and statutory payments is admissible as per the DGR Minimum wages and CLC (C) minimum wages for lady security guards.
 2. Goods & service Tax, Swatch Bharath cess if any and Bonus shall be reimbursed on submission of proof of payment.
 3. ESI & EPF contribution is admissible up to the wage ceiling.
 4. Relieving charges is not admissible.
 5. All allowances claimed and admitted is to be paid as part of wages.
 6. For civilian lady security guards Sl. No. (f), (i) and (j) of DGR wages details is not admissible. Further, Uniform outfits are to be provided by the service provider at his own cost.

Date:**Signature of the authorized Person/Proprietor****Full Name****Place:****Company Seal**

Signature of the Contractor