



संख्या: जी ई-02/09/2023-सामान्य

जेम पोर्टल के माध्यम से सुरक्षा सेवाएं हायर करने के लिए बिड सूचना

दोहरी बोली प्रणाली (तकनीकी और वित्तीय) के तहत क्षेत्रीय कार्यालय, कर्मचारी राज्य बीमा निगम, बद्दी (हि.प्र.) और इसके अधीन कार्यालयों के लिए अनुबंध के आधार पर सुरक्षा सेवाएं (सेवा-निवृत, बिना हथियारों के सुरक्षा गार्ड) प्रदान करने हेतु, केंद्र/राज्य सरकार, केंद्र/राज्य सार्वजनिक क्षेत्र के उपक्रम, स्वायत्त निकायों, सार्वजनिक सूचीबद्ध कंपनी या कोई अन्य सरकारी निकाय में सुरक्षा सेवाएं प्रदान करने का कम से कम 03 (तीन) वर्षों का अनुभव रखने वाली प्रतिष्ठित और पात्र सुरक्षा एजेंसियों से जेम पोर्टल के माध्यम से बोलियां आमंत्रित की जाती हैं। अनुबंध की अवधि अनुबंध शुरू होने की तारीख से एक (01) वर्ष के लिए होगी और सुरक्षा एजेंसी के संतोषजनक प्रदर्शन के अधीन दोनों पक्षों की आपसी सहमति पर पहले से तय नियम और शर्तों के आधार पर एक (01) और वर्ष के लिए बढ़ाई जा सकती है।

कार्य की प्रकृति	कार्य का अनुमानित मूल्य (रु.)	ई.एम.डी. (रु.)	सुरक्षा राशि जमा (रु.)	बिड प्राप्त करने की अंतिम तिथि	बिड खोलने की तिथि	वित्तीय बिड खोलने की तिथि
बिना हथियारों के सेवानिवृत्त सुरक्षा सेवाएं	समय-समय पर लागू डीजीआर अधिसूचित वेतन संरचना के अनुसार + सेवा शुल्क।	जेम बिड अनुसार	जेम बिड अनुसार	जेम बिड अनुसार	जेम बिड अनुसार	तकनीकी बोली के मूल्यांकन के बाद

कर्मचारी राज्य बीमा निगम के कार्यालयों के लिए सुरक्षा कर्मियों की आवश्यकता निम्नानुसार है जोकि आवश्यकतानुसार बढ़ाई या घटाई सकती है।

क्र.सं.	भूतपूर्व-सैनिक के अधीन सेवा कर्मी	स्थान	आवश्यकता
01	सेवानिवृत्त सुरक्षा गार्ड (हथियारों के बिना)	क्षेत्रीय कार्यालय, क.रा.बी.नि., बद्दी, हि.प्र.	04
02	रिलीवर सेवानिवृत्त सुरक्षा गार्ड (हथियारों के बिना)	क्षेत्रीय कार्यालय, क.रा.बी.नि., बद्दी, हि.प्र.	01 (प्रत्येक सप्ताह में तीन दिन के लिए)
कुल सेवानिवृत्त सुरक्षा गार्ड			05

बिड केवल GeM पोर्टल पर ऑनलाइन मोड में उपलब्ध होगी। ऑफलाइन मोड के माध्यम से प्रस्तुत बोली पर विचार नहीं किया जाएगा। बोलीदाता को <https://gem.gov.in> पर EMD (EMD in favor of "ESI FUND ACCOUNT NO. 1" payable at SBI, Baddi) की सॉफ्ट कॉपी सहित ऑनलाइन बोली जमा करनी होगी, और EMD का दस्तावेज भौतिक रूप में कवरिंग पत्र के साथ लिखित रूप में "सिक्युरिटी सर्विसेज एजेंसी (हि.प्र.) की हायरिंग के लिए EMD" लिखकर क.रा.बी.निगम, क्षेत्रीय कार्यालय, पंचदीप भवन, हाउसिंग बोर्ड, फेज-1, साई रोड बद्दी, हिमाचल प्रदेश के रिसेप्शन पर रखे ई.एम.डी. बॉक्स में जमा करना होगा या वैकल्पिक रूप से ऊपर दिए गए पते पर पंजीकृत/स्पीड डाक के माध्यम से भेजा जा सकता है। बोलीदाता को यह सुनिश्चित करना होगा कि बोली प्राप्त करने की अंतिम तिथि और समय से पहले EMD इस कार्यालय में पहुँच जानी चाहिए (GeM GTC भी लागू है), किसी भी कीमत पर देरी से प्राप्त EMD स्वीकार नहीं की जाएगी।

बोली दस्तावेज (ऑनलाइन मोड) अपलोड करने के लिए अधिक विवरण और आवेदन क्रमशः वेबसाईट: www.esic.gov.in/tenders और <https://gem.gov.in> पर उपलब्ध हैं।

इस निविदा के किसी भी शुट्टिंगपत्र को उपरोक्त वेबसाईट (www.esic.gov.in) के माध्यम से ही अधिसूचित किया जाएगा। क्षेत्रीय निदेशक, क्षेत्रीय कार्यालय, बद्दी (हि.प्र.) के पास किसी भी स्तर पर बिना कोई कारण बताए किसी भी या सभी बोलियों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है।

टिप्पणी: बोलीदाता को बोली के साथ केवल मांगे गए दस्तावेज (स्व-सत्यापित) ही अपलोड करने होंगे।



BID NOTICE FOR HIRING SECURITY SERVICES THROUGH GEM PORTAL

Bids are invited under double Bid system (Technical & Financial) through GeM Portal from reputed and eligible Security agencies having experience of at least 03 (three) years of providing Security services in Central/State Government organization, Central/State Public Sector Undertaking, Autonomous Bodies, Public Listed Companies or any other Govt. body for providing **Security Services** (Ex-Serviceman, Security guards without arms) for Regional Office, ESIC, Baddi (H.P.) and it's Subordinate Offices on contract basis. The contract period will be for one (01) year from the date of Contract start and is extendable on same terms and conditions for further one (01) more year on the mutual consent of both the parties subject to satisfactory performance of the Security Agency.

Nature of Work	Approximate value of work (Rs.)	Earnest Money Deposit (Rs.)	Security Amount Deposit (Rs.)	Last Date of receiving Bid	Bid opening Date	Financial Bids Opening Date
Ex-serviceman Security Services without arms	As per DGR Notified wage structure as applicable from time to time + service charges.	As per GeM Bid	As per GeM Bid	As per GeM Bid	As per GeM Bid	After evaluation of Technical Bids

Requirement of security personnel for ESIC's offices are as under which may increase or decrease as per requirement.

Sr. No.	Description of the service personnel under Ex-servicemen	Location	Requirement
01	Ex-Serviceman Security Guard (Without Arms)	ESIC, Regional Office, Baddi	04
02	Reliever (Ex-Serviceman, Without Arms)	ESIC, Regional Office, Baddi	01 (for 03 days in every week)
Total Ex-Serviceman Security Guards			05

The Bid will be available only in online mode on GeM Portal. Bid submitted through offline mode will not be considered. Bidder must submit bid online at <https://gem.gov.in> with soft copy of EMD in favor of "ESI FUND ACCOUNT NO. 1" payable at SBI, Baddi and EMD document must be submitted in physical form with covering letter by written "EMD for Hiring of Security Services Agency (H.P.)" in EMD Box placed at reception of the ESIC Regional Office, Panchdeep Bhawan, Housing Board, Phase 1, Sai Road Baddi, Himachal Pradesh or alternatively can be sent through registered / Speed post at above given address. The bidder must ensure that the EMD should reach this office on or before last date & time of receiving the Bid (GeM GTC also applicable), at no cost EMD received late will not be accepted.

More details & application for uploading the Bid documents (Online mode) are available on website: www.esic.gov.in/tenders_and <https://gem.gov.in> respectively.

Any corrigendum to this Bid will be notified through above website (www.esic.gov.in) only. Regional Director, Regional Office, Baddi (H.P.) reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

Note: Bidder must upload the required documents (self-attested) only along-with Bid.

Sd-

Regional Director

REGIONAL OFFICE, ESI CORPORATION, BADDI (H.P.)

INSTRUCTIONS TO BIDDERS:

1. GENERAL:

- a. The Bid is being invited for Security Services under which the contractor shall provide Ex-Serviceman Security Guard only to safeguard Regional Office, ESIC, Baddi and its subordinate Office's properties (i.e., building, equipment's, manpower and materials etc.), staff working in Regional Office and its subordinate Office in Himachal Pradesh, including monitoring and surveillance of the premises.
- b. Present requirement is 04+01 (Reliever for 03 days in every week) Security guards (Ex-Servicemen, without arms), which may be increased or decreased as per requirement in future.
- c. Security guards shall be Ex-Servicemen, having verified antecedents with good character, conduct and behavior below the age of 65 years, who are physically and mentally fit will be required/ to be deployed.
- d. A certificate regarding verification of character and antecedents of each security guard deployed shall be submitted by the contractor before deployment.
- e. The bidders are advised to inspect the locations, under consideration for Security Services between 09:00 am to 5:30 pm on all working days (Monday to Friday). Any clarification in this regard may be sought from the Branch Officer, General Branch, ESIC, Regional Office, Baddi, H.P. (Ph.No.01795-245961 Ext.-150).

2. Period of Contract: The Contract shall initially be for a period of one (01) year which may be extended on same terms and conditions for further one (01) more year on the mutual consent of both the parties subject to satisfactory performance of the Security Agency. on mutually agreed terms and conditions (including GeM terms & conditions) as per the prevailing rules. ESIC, RO Baddi reserves the right to terminate the contract at any time without assigning any reason whatever by serving one-month notice.

3. Service Charges: Minimum Security Manpower supply service charges quoted shall not be less than the 3.85% and shall not exceed 7% as per instruction of ESIC Headquarter Office, New Delhi vide Circular No. D-36011/3/2021-Genl. dated 05.03.2023.

4. Earnest Money Deposit / Bid Security:

- a. Earnest Money Deposit will be @ 3% of the estimate Bid value, as specified by GeM Portal, in the form of Demand Draft, Banker's Cheque of any Nationalized Bank drawn in favour of "ESI Fund A/c No.1" payable at Baddi.
- b. Bidder has to upload the soft copy of EMD in favor of "ESI FUND ACCOUNT NO. 1" payable at SBI, Baddi and EMD document must be submitted in physical form with covering letter by written "EMD for Hiring of Security Services Agency (H.P.)" in EMD Box placed at reception of the ESIC Regional Office, Panchdeep Bhawan, Housing Board, Phase 1, Sai Road Baddi, Himachal Pradesh or alternatively can be sent through registered / Speed post at above given address. The bidder must ensure that the EMD should reach this office on or before last date & time of receiving the Bid (GeM GTC also applicable), at no cost EMD received late will not be accepted.
- c. Without EMD Technical bids shall be rejected.
- d. However, the EMD is exempted as per GeM GTC / GFR for firms registered with Designated Authority/Agency and it is mandatory that the relevant copy of exemption certificate issued by the competent authority/Agency should be upload with Technical Bid.
- e. No interest is payable on the EMD.
- f. EMD of the unsuccessful bidders will be returned to them at the earliest as per GFR, 2017 without interest.
- g. EMD shall be forfeited in case the eligible bidders withdraw their Bid or the details furnished in Annexure-A, B & C are found to be incorrect or false during the Bid selection process.
- h. EMD shall be forfeited if the bidder withdraws during the period of Bid validity (as per GeM Portal).

5. Performance Security Deposit:

- a. The successful bidder must submit the amount @ 5% of the Contract value, which is specified by GeM towards Security Deposit by the way of Demand Draft/Pay Order/Bank Guarantee drawn on any Nationalized Bank, in favour of "ESI Fund A/c No. 1" payable at Baddi, within 15 days from the date of award of contract. The Performance Bank Guarantee / Security Deposit shall be valid for 60 days beyond the expiry of period of one (01) year contract and further renewable, if required.

b. The successful bidder can also adjust the Earnest Money towards the security deposit subject to payment of the balance amount. The Performance Security / Security Deposit shall be returned after Sixty days from the expiry of contract and satisfactory completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.

6. ELIGIBILITY CRITERIA:

1. The Bidder must have an average annual turnover as specified in GeM Bid Security Services segment during the last three financial years i.e., 2022-23, 2023-24 and 2024-25.
2. The Bidder must have three (03) years' (ending month of March prior to the bid opening) experience of providing similar type of services to any Central/State Government organization, Central/State Public Sector Undertaking, Autonomous Bodies, Public Listed Companies or any other Govt. Body.
- 3. The copies of the following self-attested documents should be uploaded with Technical Bid on GeM Portal.**
 - a. Technical Bid form **(as annexure 'A')**.
 - b. Declaration for acceptance of all terms and conditions, that the firm/Company/proprietorship is not blacklisted/debarred by any Govt. Institutions, CPSUs and PSUs. The undertaking must also include that their firm/agency has no criminal case pending under the court of law **(as annexure 'B')**.
 - c. Undertaking that the service charge quoted is not less than 3.85% and not more than 7% of the salary/wages of Security Staff **(as Annexure 'C')**.
 - d. Copy of Earnest Money Deposit / Exemption certificate (only if applicable).
 - e. Copy of Audited Balance Sheet with Profit and Loss Account / Annual Turnover Certificate duly certified by the Chartered Accountant for the last three (03) financial years i.e., F.Y. 2022-23, 2023-24 and 2024-25.
 - f. Copy of valid Goods and Services Tax (GST) Registration Certificate.
 - g. Copy of valid Registration Certificate of the firm/Company/proprietorship from registrar of the Company or under shop and establishment Act, whichever is applicable.
 - h. Copy of valid Certificate of Registration with Labour Department as an Establishment.
 - i. Copy of valid Private Security Agency Regulation Act 2005 (PSARA or PSA) License to run Security Agency.
 - j. Copy of valid PAN No. of the firm/Company/proprietorship.
 - k. Copy of valid E.S.I.C. registration Certificate.
 - l. Copy of valid E.P.F.O. registration Certificate.
 - m. Copy of valid ISO-9001:2015 certification for Security Services.
 - n. Each and every page of the tender document should bear the stamp and signature of the authorized representative of the bidder.

4. The bidders should have successfully executed/completed similar Services prior to the bid opening the following work during the last 3 years i.e. 2022-23, 2023-24 and 2024-25:

- a. One similar completed service (providing Security manpower services) costing not less than the amount equal to 80% (eighty percent) of the estimated cost
OR
- b. Two similar completed services (providing Security manpower services) costing not less than the amount equal to 50% (fifty percent) of the estimated cost,

OR

- c. Three similar completed services (providing Security manpower services) costing not less than the amount equal to 40% (forty percent) of the estimated cost

The above-mentioned Services must have been executed during the last three consecutive financial year (i.e 2022-23, 2023-24 and 2024-25), in any Central/State Government organization, Central/State Public Sector Undertaking, Autonomous Bodies, Public Listed Companies or any other Govt. Body. Copies of contract/work orders and documentary evidence of successful execution/completion in support of the above-mentioned past experience, alone with services contract value, name, addresses, and contact details of the clients, shall be uploaded with bid for verification by the Buyer.

7. The requirement of Security guards in Regional Office and Subordinate offices may increase/decrease depending upon the actual requirement. which will be conveyed to the contractor and the decision of the Competent Authority of ESIC, Regional Office, Baddi, (H.P.) shall be binding in the matter.

8. BID PRICES:

- I. Bidders shall quote "Service Charges" on the "Total Wages" and it should not be less than 3.85%.
- II. On successful qualifying in the Technical Bid, the Financial Bids of only such Bidders shall be opened. Evaluation will be based on the quantum of "Service Charges" quoted by the bidder on the total wages payable to one security guard per month.
- III. The Bidder must ensure payment of minimum wages as per the latest Notification issued by the DGR, Govt. of India, Ministry of Defense (Department of Ex-servicemen Welfare). Further, the payment of components of ESI, EPF and statutory Bonus per head at the current rate shall be paid by the Agency/contractor every month, as per the existing rules.
- IV. Conditional bids/offers will summarily be rejected.

9. Award of Contract:

- I. The Competent authority of ESIC, Regional Office, Baddi (H.P.) will award the contract to the successful bidder, whose bid is found responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- II. **In case more than one price bid quoting the same rates of service charges are received, the award of the contract will be decided as per the ranking done by GeM Portal.**
- III. The successful bidder will be required to execute an agreement within a period of 10 days from the date of issue of Work Order until extended by the Competent Authority of ESIC, Regional Office, Baddi (H.P.) up to a maximum of another two weeks.
- IV. The successful bidder shall be required to furnish a Performance Security within **One week** of receipt of "Work Order". The amount of performance security will be specified by GeM in the form of an Account Payee Demand Draft/Pay Order/Banker Cheque/Bank guarantee issued by any Nationalized Bank, in favour of "**ESI Fund A/c No.1**" payable at Baddi, (H.P.).
- V. **Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.**
- VI. The Performance security shall be deposited within 15 days from the date of acceptance of Bid/Contract, failing which ESIC reserves the right to cancel the acceptance of Bid/Contract. In case of breach of any terms and conditions of the contract, delay, default or any type of lapse on the part of contractor, the contract shall be terminated without assigning any reason and the Performance security deposited will be forfeited by ESIC.
- VII. The Contractor shall provide uniformed and well-trained ex-serviceman personnel to provide Security services to the ESI Corporation for providing safety, monitoring and surveillance. The agency will quote the rates per shift of eight hours per person per day. In case of revision in wage structure of DGR, Govt. of India, Ministry of Defense (Department of Ex-serviceman welfare) the incremental wages as applicable, will be payable on being claimed by the Contractor.
- VIII. The offers/ bids which are not in consonance with any of the existing Labour laws will be treated as invalid.
- IX. The number of the Security Personnel can be increased or decreased at any stage depending upon the requirements by the ESIC, Regional Office, Baddi and Its Subordinate Offices on a pro-rata basis.
- X. The successful bidder will be informed by Registered post or by e-mail that his bid has been accepted. (Hereinafter and in the condition of contract called the "Work Order").

10. SCOPE OF WORK OF THE SECURITY AGENCY:

The contractor shall have to provide security services for Regional Office, ESI Corporation, BADDI (H.P.) and its Subordinate Offices as detailed on page-1 of Bid document. The agency shall ensure protection of the personnel & property of the ESI Corporation, prevent the trespass without arms, perform watch and ward functions including night patrol on the various points, and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the campus of the RO, ESIC and it's Subordinate Offices` buildings.

11. DUTIES AND RESPONSIBILITIES OF SECURITY STAFF:

- I. The Security Agency will be responsible for overall security arrangements for Regional Office, ESIC, Baddi and it's Subordinate Offices situated in Himachal Pradesh.
- II. Maintain proper record of visitors in the proforma prescribed by the competent authority of ESIC RO Baddi.
- III. Security Agency will ensure that all instructions of the ESIC administration are strictly followed and there is no lapse of any kind.

IV. No items shall be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the ESI Corporation for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available with the Security personnel.

V. Deployment of Security Guards will be as per the instructions of the Competent Authority of the ESI Corporation from time to time and the security agency will be responsible for their optimum utilization.

VI. The Security guard will also take round of all the important and sensitive points of the premises as specified by the Competent Authority of ESIC, R.O., Baddi and its Subordinate Offices.

VII. Security personnel shall also ensure door keeping duties.

VIII. The Security Guards should also have knowledge and should be well-versed with the operation and usage of Security Checking Equipment.

IX. The Security Guards on duty will also secure the vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the RO building of ESI Corporation and its Subordinate Offices declaration.

X. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises, if any.

XI. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the out siders or by stray cattle or other stray animals.

XII. The Security Guards should be trained to extinguish fire with the help of fire extinguishers and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.

XIII. In emergent situations, security staff/supervisor/Assistant Security Officer deployed shall also participate as per their role defined in the disaster plan. Security personnel should be sensitized for their role in such situations.

XIV. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly.

XV. The Security Guard on duty shall not leave the premises until his reliever reports for duty.

XVI. The Security personnel must watch that there is no un-identified/unclaimed/suspicious objects/ person in the Building/Premises.

XVII. The vehicles that enter the premises must be identified, noted in the register and parked at designated places. Trolley mirror, wherever required may be provided for the inspection of four wheelers/other vehicles.

XVIII. The visitor should be allowed inside the office building, only with proper passes to be issued by the reception personnel including entry in visitor's Register. The pass should be returned to the reception personnel with signature of the officer who has been visited and departure time of the visitor. Visitors includes retired staff, officers and staff of Subordinate offices visiting Regional Office.

XIX. Office files/papers/equipment or machinery may be allowed to be taken out of the building only with proper gate pass under the signature of Competent Authority.

XX. **Biometric attendance will be compulsory for all security guards.**

12. Terms & conditions:

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor, such as ESI, EPF, Bonus, Gratuity, Workmen's Compensation Act, etc. as per the rules & regulations in vogue. The list of staff going to be deployed shall be made available to the ESIC, Regional Office, Baddi (H.P.) along with copies of all credentials including proof of Ex-serviceman and if any change is required on part of the ESIC fresh list of staff shall be made available by the Agency after every change, with copies of all credentials including proof of Ex-serviceman.
2. The contractor should submit EPF challan, ESI Challan, GST paid invoice and Salary disbursement Bank Statement for the reimbursement of bill. Failing which bill will not be processed for payment. The contractor shall be wholly responsible for the genuineness of the Challans/ invoices submitted.
3. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies (Regulation) Rules, Minimum Wages Act, Code on wages 2019, Code on Social Security Code 2020, Contract Labour (Regulation and Abolition) Act 1970. EPFO Act, ESIC Act, Maternity Benefit Act and various other Acts as applicable from time to time with regard to the personnel engaged by the him.
4. The total emoluments that will be paid by ESIC per person per month comprise of the components. Specified as per DGR rate structure plus service charges plus GST. Statutory Taxes will be paid/reimbursed as applicable.
5. The contractor must ensure security personnel with excellent credentials are only deployed and he shall submit copies of the discharge books of ex-servicemen to ESIC authorities, before their deployment.

6. The Contractor will maintain Attendance Register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Register shall remain available round the clock for inspection by the Authorized representatives of the Regional Office, ESIC, Baddi (H.P.).
7. All liabilities arising out of accident or death while on duty/off duty shall be borne by the contractor.
8. Adequate supervision should be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter in the premises must be identified, noted in the register and parked at designated places. Contractor should arrange surprise visits (during day and night) to check the alertness and attentiveness of the deployed Security Guards.
9. The Contractor to ensure Security personnel deployed shall take proper and reasonable precautions to prevent loss, destruction, misuse of the areas of the properties/assets of the Corporation.
10. The Contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
11. That in the event of any loss of property/assets of the ESI Corporation as a result of any lapse on the part of the security services as may be established after an enquiry conducted by the ESIC, such loss will be made good by the contractor. The decision of the Competent Authority of Regional Office, ESIC, Baddi in this regard will be final and binding on the agency.
12. 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 therein and in accordance with such directions, which the RO, ESIC may issue from time to time and which have been mutually agreed upon between the two parties.
13. The Regional Director, Regional Office, ESIC, Baddi (H.P.) shall have the right, without assigning any reason, to have any person removed who is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Regional Director, Regional Office, ESIC, Baddi, (H.P.).
14. The Contractor shall be responsible to protect all properties and equipments of the ESIC entrusted to it.
15. The Contractor should provide the uniform, shoes etc. at their own cost and the Regional Office, ESIC, Baddi (H.P.) will not reimburse the same. The workers engaged by the contractor shall be dressed in neat and clean uniform with proper identity Cards showing contact details of agency.
16. The personnel engaged by the Contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/-on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
17. The personnel engaged should be of robust physique and project an image of utmost discipline. They must be extremely courteous with pleasant manner while dealing with the Staff/Officers/Visitors. The ESI Corporation shall have right to have any person surrendered in case the security personnel are not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
18. Round the clock security of property will be ensured by the Contractor by supplying agreed number of Security personnel, working in shifts at Regional Office, Baddi and its Subordinate Offices as per allotted time shifts entrusted to the contractor.
19. The **Eight Hours Shift** will normally commence from 06:00 hrs to 14:00 hrs (1stShift), 14:00 hrs to 22:00 hrs (2nd Shift), 22:00 hrs to 06:00 hrs (3rd Shift) and 09:00 hrs to 17:00 hrs (G Shift) which would be called Morning, Evening, Night and General Shifts respectively in the Regional Office and in the Subordinate Office. **The Security Guards placed on the Shift duties shall be deputed in such a way that Security is provided "Round the Clock" in respect of Regional Office and for allotted time in respect of Subordinate Office for all days in a month including Holidays.** The Security Agency/Contractor shall adjust the Security personnel in such a way that they shall be given Weekly Off as per the extant Rules/Labour Laws.
20. However, the timings of the shift are changeable and can be fixed by the ESI Corporation from time to time depending upon the requirements. No payment shall be made by the ESIC for prolonged duty hours, if any. Alternative arrangements should be made in case of leave, sickness, unauthorized absence etc.
21. The Security personnel deployed by the Contractor shall work under overall supervision & direction of the Regional Director, General Branch, RO, ESIC, Baddi (H.P.) which shall specify the services of guards to be obtained in each shift.
22. The payment would be made on monthly basis for actual shifts manned/ operated by the personnel supplied by the Contractor and based on Biometric attendance sheets duly verified by the Branch Officer, General Branch, Regional Office, ESIC, Baddi (H.P.) and other supporting

documents. No other claim on whatever account shall be entertained by the ESIC. The Contractor will ensure that the Security Guards engaged by him/them must receive their entitled wages on time. In view of this, the following procedure should be followed.

- a. Contractor shall pay their entitled wages on the last day of month (or) the first day of the succeeding month. It shall not be linked to the payment of the bill.
- b. Payment of wages to such Security Guards must be made in their Bank A/c by the Service provider/Contractor through ECS/NEFT/RTGS etc. Under no circumstance's payments shall be made through cheque or cash. To ensure this, service providers will get a bank account opened for every engaged Security guard in case they do not have already a Bank Account.
- c. The service provider must ensure that entitled wages of the Security Guards are credited to their bank account as specified at point (a & b) above. Service provider will not be given any relaxation in this matter.
- d. While submitting the monthly bill, the services provider must file a certificate certifying the following:
 - I. Wages of Security Guards were credited to their bank accounts on (date).
 - II. ESI Contribution relating to the eligible personnel has been deposited on date. (Proof of payment shall be enclosed).
 - III. EPF Contribution relating to eligible personnel has been deposited on date. (Proof of payment shall be enclosed).
 - IV. That, all statutory Labour Laws including payment of wages as per rates notified by DGR, Govt. of India, Ministry of Defense, Department of Ex-service man.
 - V. GST Challan receipt. (Proof of payment shall be enclosed).
- e. The service provider should submit the bill in accordance with the above time schedule. In case of fails to submit the bill on time, even then he has to make the payment to the Security Guards on the last working day of every month.
- f. Payment will be made to the Contractor in the first week of the succeeding month upon submission of bills in triplicate.
- g. The Contractor shall compulsorily issue the salary slip to every security guards duly indicating the salary particulars and deductions.

23. A. In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, ESI Corporation reserves the right to impose the penalty as detailed below:-

- I. 1% of annual cost of order/agreement per week, up to four weeks delay.
- II. After four weeks delay the ESI Corporation reserves the right to cancel the contract and withhold the agreement and get this job carried out from other Contractor's in open market. The difference, if any, will be recovered from the defaulting Contractor and his Earnest money/Security deposit will also be forfeited.

B. In case any of Contractor's personnel(s) deployed under the contract is/are absent, a penalty equal to double the wages of number of Guards absent on that particular days shall be levied by the Corporation and the same shall be deducted from the Contractor's bills.

C. 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 absent and penalty of Rs.500/- per vacant point per shift be deducted from the Contracts bill.

D. In case any complaint is received, attributable to misconduct/misbehavior of contractor's personnel and is assessed as true by Corporation administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from Contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the ESI Corporation immediately.

24. The Contractor shall ensure that its personnel do not disclose at any time without the consent of the ESIC, in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the ESI Corporation and shall not disclose any information about the affairs of ESIC.

25. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.

Force Majeure: If at any time during the period of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

26. Under the terms of this employment agreement the Contractor's Security staff shall not do any Professional or other work for reward or otherwise directly or indirectly.
27. If the Contractor is a Registered Company/partnership of two or more persons, all such persons shall be jointly and severally liable to the ESI Corporation 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 ESIC.
28. During the course of contract, if any of the Contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the ESI Corporation, the Regional Director, Regional Office, ESIC, Baddi (H.P.) shall have the right to terminate the contract forth with duly forfeiting the Contractor's Performance Guarantee (Security Deposit) beside taking appropriate action to recover the loss caused to the Corporation from the Contractor.
29. The Contractor shall not engage any such sub-Contractor or transfer the contract to any other person in any manner.
30. The Contractor shall indemnify and hold the ESI Corporation harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.
31. In case of requirement, the Contractor shall also deploy female security guards.
32. Security staff engaged by the Contractor shall not take part in any staff union and association activities.
33. The Security Agency shall employ 100% manpower from the category of Ex-Servicemen not above the age of 65 years. The Security Agency shall not employ any person below the age of 21 years and above the age of 65 years. Manpower engaged should be trained for providing security services and knowledge of Firefighting.
34. The Contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the ESI Corporation.
35. The Contractor shall bear all the expenses incurred on the following items i.e., Provision of torches and cells, lathis and other implements to Security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
36. No Hostel/accommodation will be provided by the ESI Corporation. Contractor/Security guards to make own arrangement.
37. The ESI Corporation shall not be under any obligation for providing employment to any of the Security Guard of the Contractor after the expiry of the contract. The ESI Corporation does not recognize any employee-employer relationship with any of the Security Guard of the Contractor.
38. If, as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the Bid, the same shall be recovered by the ESIC from the Agency.
39. If any under payment is discovered, the amount shall be duly paid to the Agency by the ESI Corporation.
40. The bidder shall provide the copies of relevant records as may be required by ESIC during the period of contract or otherwise even after the contract is over whenever required by the ESIC.
41. The bidder will have to enclose the proof/copies of the challans showing payment of statutory dues for the month along with monthly bills and the bidder shall be solely responsible for genuineness of such challan submitted to ESIC.
42. The bidder should have its own supervisory and quick response team in Baddi to deal with emergent situations.
43. Any rules and regulation made from time to time by the Regional Director shall be complied with.
44. Any other duties/responsibilities assigned by the RO, ESIC may be incorporated in the agreement. The same shall also be binding on the Contractor.
45. In case of more than one bids received from any Bidder, the same will be summarily rejected without further scrutiny.

13. OBLIGATIONS OF THE CONTRACTOR:

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 acknowledgments evidencing filing of returns every year and shall keep ESIC fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. He shall comply with all applicable statutory liabilities such as ESI, PF and other Labour laws etc.

14. Dispute Resolution:

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the Authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Regional Director, Regional Office, ESIC, Baddi (H.P.).
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings 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. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings shall be held at Baddi only.

15. JURISDICTION OF COURT:

The courts at Nalagarh (H.P.) shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

16. Workmen Safety:

1. The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for wellbeing, safety, security and insurance of their personnel.
2. The ESIC shall not be liable for any damage and/or compensation payable to any worker of Contractor or to Contractor in case of any fatal injury/death caused to or by any security personnel while performing/discharging their duties or otherwise. The Contractor shall indemnify ESIC for all such damages, compensation and expenses whatever in respect thereof or in relation thereto.

17. Code of Integrity:

1. No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

Prohibition of-

- a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;
- c) Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process;
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
- e) Any financial or business transaction between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process;
- g) Obstruction of any investigation or auditing of a procurement process;
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
- i) Disclosure of conflict of interest;
- j) Disclosure by the bidder of any previous transgressions made in respect of the provision of subclause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

2. The procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

All other terms and conditions forming part of the GeM Bid document as published shall also become part of this Document.

TECHNICAL BID FORM FOR PROVIDING SECURITY SERVICES FOR RO, ESIC, BADDI (H.P.) AND IT'S SUBORDINATE OFFICES

Sl. No.	Particulars	Details	
1	Name of the Bidder		
2	Constitution (Proprietorship/Partnership/Company etc.) – attach copy of registration certificate		
3	Name of the Owner/Partners/Directors etc.		
4	Name of the contact person with contact no.		
5	Full particulars of office		
(a)	Address		
(b)	Telephone No.		
(c)	Fax No.		
(d)	E-mail address		
6	Full particulars of the bankers of the firm/company/Bidder etc.		
(a)	Name of the Bank		
(b)	Address of the Bank		
(c)	Telephone No.		
(d)	Fax. No.		
(e)	E-mail address		
(f)	Account type (Saving/Current)		
(g)	Account No.		
(h)	IFSC Code		
7	Registration Information	Fill Particulars	Copy attached
(a)	PAN/TAN no.		
(b)	Goods and Services Tax (GST) No.		
(c)	E.P.F. Registration certificate		
(d)	E.S.I. Registration certificate		
(e)	Private Security Agency Regulation Act 2005 (PSARA or PSA) License to run Security Agency.		
8	Declaration as per Annexure "B"		
9	Audited Income and Expenditure Statement of the bidder/ Audited Profit and Loss Account/ Turnover Certificate duly certified by the Chartered Accountant, for the last three years i.e., F.Y. 2022-23, 2023-24 and 2024-25.		
10	Three (03) years' (ending month of March prior to the bid opening) experience of providing similar type of services to any Central/State Government organization, Central/State Public Sector Undertaking, Autonomous Bodies, Public Listed Companies or any other Govt. Body.		
11	The bidders should have successfully executed/completed similar services work of the specified value as per the tender document during the last 3 years i.e. 2022-23, 2023-24 and 2024-25.		

12	Undertaking that the service charge quoted is not less than 3.85% and not more than 7%. (As Annexure 'C')		
13	ISO-9001:2015 certification for Security Services.		
14	Details of Earnest Money Deposit/Exemption certificate (If applicable)		
(a)	Amount (Rs)		
(b)	DD/BC No.		
(c)	Date		
(d)	Drawn on Bank		
(e)	Valid upto		

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/ Firm shall be blacklisted and shall not have any dealing with the Department in future, besides forfeiture of EMD. Also, I undertake to abide by the stipulations/terms and conditions clear of the Bidder in full.

(Signature of Authorized Signatory with Date and Seal)

DECLARATION

(To be Submitted by Bidder)

- a) I.....Son/Daughter of Shri.....Proprietor/Partner/Director/Authorized Signatory of..... am competent to sign this declaration and execute this tender document.
- b) I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- c) The information/document furnished along with the above application are true and correct to the best of my knowledge and belief.
- d) I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of tender at any stage besides liabilities towards prosecution under appropriate law.
- e) It is certified that the firm/Company/proprietorship is not blacklisted/debarred by any Govt. Institutions, CPSUs and PSUs, and also include that the firm/agency has no criminal case pending under the court of law.
- f) It is certified that the rates quoted are the most competitive rates offered by us and the firm is not providing its services below the quoted rates to any other Govt., PSU or Autonomous /Statutory body.
- g) I/We here by agree to abide by all the claims and the terms and conditions laid down in the Bid document.
- h) I/We abide by the provisions of Central Minimum Wages Act, Private Security Agencies (Regulation) Act 2005 and Private Security Agencies (Regulation) Rules, Code on wages 2019, Code on Social Security Code 2020, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus and any other Statutory charges applicable from time to time. I/We will pay the wages to the personnel deployed as per DGR Wage structure as amended by the Government of India from time to time and shall be fully responsible for any violation.
- i) I/We shall provide security services of Ex-Servicemen Security Guards.
- j) I/ We hereby undertake that complete security of the ESI Corporation shall be ensured by our Security Agency, as well as any other assignment considered by the Regional Office, ESI Corporation, BADDI(H.P.).

SIGNATURE OF AUTHORISED PERSON

Date: _____ Full Name: _____
Place: _____ Firm's / Company's seal: _____

UNDERTAKING REGARDING SERVICE CHARGE

I/we hereby declare that the service charge quoted by me is not less than 3.85% and not more than 7% of the salary/wages of Security Staff as per instruction of ESIC Headquarter Office, New Delhi vide Circular No. D-36011/3/2021-Genl dated 05.03.2023. In case after opening of the financial bid it is found to be in violation of this declaration, my bid shall be rejected and the decision of the competent authority of ESIC, Regional Office, Baddi, (H.P.) shall be acceptable to me.

SIGNATURE OF AUTHORISED PERSON

Date:
Place:

Full Name:
Firm's / Company's seal: