

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-03-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-03-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	Sub Regional Office Tirupati
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	300 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	10800000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	216000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	39

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Deputy Director (GENERAL)  
Sub Regional Office Tirupati, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment (Krishna Kumar S)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in

the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

#### **अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:**THE BIDDER SHOULD HAVE EXECUTED AT LEAST ONE WORK OF RS.86 LAKHS, TWO WORKS OF RS.54 LAKHS EACH AND THREE WORKS OF RS.43 LAKHS EACH IN ANY GOVT/SEMI GOVT/PSUs/AUTONOMOUS BODIES IN LAST THREE FYS

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:**AT LEAST THREE PROJECTS

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:**[1773397897.pdf](#)

**Scope Of Work For the Service:**[1773397919.pdf](#)

**Competent Authority Approval for the additional conditions:**[1773397927.pdf](#)

#### **Pre Bid Detail(s)**

<b>मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time</b>	<b>प्री-बिड स्थान/Pre-Bid Venue</b>
23-03-2026 18:00:00	ESIC SRO TIRUPATI

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 7 )**

**तकनीकी विशिष्टियाँ / Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Yes
Age Limit	Up to 65 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	EX SERVICE MAN
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Andhra Pradesh
<b>एडऑन / Addon(s)</b>	
<b>अतिरिक्त विवरण / Additional Details</b>	
Title For Optional Allowances 1	HRA
Title For Optional Allowances 2	DRESS ALLOWANCE
Title For Optional Allowances 3	WASHING ALLOWANCE

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ / Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Byagara Anjaneyulu	518301,ESI Dispensary, Madhavarma Road, Dr- Quarters, Adoni (west)-518301	3	<ul style="list-style-type: none"> <li>• Tenure/ Duration of Employment (in months) : 36</li> <li>• Basic Pay (Minimum daily wage) : 760</li> <li>• Provident Fund (INR per day) : 91.2</li> <li>• EDLI (INR per day) : 3.8</li> <li>• ESI (INR per day) : 26.75</li> <li>• EPF Admin charge (INR per day) : 3.8</li> <li>• Bonus (INR per day) : 63.308</li> <li>• Optional Allowance 1 (in Rupees) : 69.23</li> <li>• Optional Allowance 2 (in Rupees) : 38</li> <li>• Optional Allowance 3 (in Rupees) : 22.8</li> <li>• Number of working days in a month : 26</li> </ul>

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
2	Krishna Kumar S	517507,6-1-77/A, 2nd Floor, Opposite to Bhashyam School, K T Road, Varadaraja Nagar, Tirupati-517507	4	<ul style="list-style-type: none"> <li>• Tenure/ Duration of Employment (in months) : 36</li> <li>• Basic Pay (Minimum daily wage) : 760</li> <li>• Provident Fund (INR per day) : 91.2</li> <li>• EDLI (INR per day) : 3.8</li> <li>• ESI (INR per day) : 26.75</li> <li>• EPF Admin charge (INR per day) : 3.8</li> <li>• Bonus (INR per day) : 63.308</li> <li>• Optional Allowance 1 (in Rupees) : 69.23</li> <li>• Optional Allowance 2 (in Rupees) : 38</li> <li>• Optional Allowance 3 (in Rupees) : 22.8</li> <li>• Number of working days in a month : 26</li> </ul>

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ESI FUND ACCOUNT NO.1  
payable at  
TIRUPATI

.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

ESI FUND ACCOUNT NO.1  
payable at  
TIRUPATI

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Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESI FUND ACCOUNT NO.1  
payable at  
TIRUPATI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 7. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

SCOPE OF WORK OF THE SECURITY AGENCY:

The contractor shall have to provide security services for Sub Regional Office, ESI Corporation, Tirupathi as detailed at instructions 1(b) of tender document. The agency shall ensure protection of the personnel & property of the 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 SRO, ESI Corporation office building and ESI Diagnosis Centre Campus, Adoni.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF:

1. The Security Agency will be responsible for overall security arrangements for S u b R e g i o n a l O f f i c e , ESIC, Tirupathi and ESI Diagnosis Centre Campus, Adoni covered in the contract.
2. Security Agency will ensure that all instructions of the ESIC administration are strictly followed and there is no lapse of any kind.
3. 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.

4. Deployment of Guards will be as per the instructions of the authorities of the ESI Corporation from time to time and the security agency will be responsible for their optimum utilization.
5. The Security guard will also take round of all the important and sensitive points of the premises as specified by the Competent Authority of SRO, ESI corporation.
6. Security personnel shall also ensure door keeping duties.
7. The Security Guards should also have knowledge and should be well versed with the operation and usage of Security Checking Equipment.
8. The Guards on duty will also secure the vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the SRO building of ESI Corporation and ESI Diagnosis Centre Campus, Adoni.
9. 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.
10. 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.
11. 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.
12. 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.
13. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. The Security personnel must watch that there is no un-identified/ unclaimed/ suspicious objects/ person in the Building/ Premises.
16. 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.
17. 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. Visitor includes retired staff, officers and staff of branch offices visiting Sub Regional Office.
18. Office files/ papers/ equipment or machinery may be allowed to take out of the building only with proper gate pass under the signature of competent authority.

□नयम और शत□/TERMS & CONDITIONS:

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc as per the rules & regulations in vogue. The list of staff going to be deployed shall be made available to the ESIC 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 copy of Aadhar card of the concerned.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies (Regulation) Rules, Minimum Wages Act, COSS (The Code on Social Security, 2020) EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the him.
3. The total emoluments that will be paid by ESIC per person per month comprise of the components (a) Basic + VDA; (b) ESI@3.25% (c) EPF inclusive of EDLI & Admin. Charges @ 13% on (a) ; (d) Bonus @8.33% on (a) or Rs.7000/- whichever is higher distributed over 12 months; (e) Service charges quoted by successful bidder.
4. 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.
5. 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 Sub Regional Office, ESI Corporation, Tirupathi.
6. All liabilities arising out of accident or death while on duty/ off duty shall be borne by the contractor.
7. Adequate supervision should be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/ suspicious objects/ person in the buildings/ premises. The vehicles that enter 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 security guards deployed.
8. 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.
9. 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.

10. 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 ESI Corporation, such loss will be made good by the contractor. The decision of the competent authority of Sub Regional Office, ESI Corporation, Tirupathi in this regard will be final and binding on the agency.

11. 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 SRO, ESI Corporation may issue from time to time and which have been mutually agreed upon between the two parties.

12. The Joint Director (Incharge), SRO, ESI Corporation shall have the right, without 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 Joint Director (Incharge), Sub Regional Office, ESI Corporation, Tirupathi.

13. The contractor shall be responsible to protect all properties and equipments of the ESI Corporation entrusted to it.

14. 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.

15. The personnel engaged should be of robust physique and project an image of utmost discipline. They must be extremely courteous with pleasant mannerism in dealing with the Staff/Officers/Visitors. The ESI Corporation shall have right to have any person surrendered in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

16. Round the clock security of property will be ensured by the contractor by supplying agreed number of Security personnel, working in shifts at Sub Regional Office, Tirupathi.

17. The details of Security Manpower Required and timings are as follows:

The number of Security Manpower required is 08 (07 Regular Security Personnel + 01 Reliever Security Personnel).

ESI CORPORATION, SUB REGIONAL

OFFICE, TIRUPATI

ESI Diagnosis Centre Campus, Adoni.

Shift/Timings No. of Guards on

duty required

Shift/Timings No. of Guards on

duty required

Morning Shift

(06.00 Hrs to 14.00

Hrs)

01 Morning Shift

(06.00 Hrs to 14.00

Hrs)

01

Evening Shift

(14.00 Hrs to 22.00

Hrs)

01 Evening Shift

(14.00 Hrs to 22.00

Hrs)

01

Night Shift

(22.00 Hrs to 06.00

Hrs)

01 Night Shift

(22.00 Hrs to 06.00

Hrs)

01

General Shift

(09.00 Hrs to 05.00

Hrs)

01

18. The Security Guards placed on the Shift duties shall be deputed in such a way that Security is provided "Round the Clock" 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.

19. 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 ESI Corporation for prolonged duty hours, if any. Alternative arrangements should be made in case of leave, sickness, unauthorized absence etc.,

20. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Joint Director Incharge (General Branch), SRO, ESI Corporation and shall specify the services of guards to be obtained in each shift.

21. The payment would be made on monthly basis for actual shifts manned/ operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Branch Officer (General Branch), Sub Regional Office, ESI Corporation, Tirupathi and other supporting documents. No other claim on whatever account shall be entertained by the ESI Corporation. The Contractor will ensure that workers engaged by him 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.

The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the designated authority of ESI Sub Regional Office Tirupathi. No other claim whatsoever shall be entertained by ESI Sub Regional Office Tirupathi.

b. Payment to such workers must be made by the service provider/ contractor through Neft/Cheque. Under no circumstance's payments shall be made in cash. To ensure this, service providers will get a bank account opened for every engaged Security guard in case they do not already have a Bank Account.

c. The service provider must ensure that entitled wages of the workers are credited to their bank account as specified at point (a) above. Service provider will not be given any relaxation in this matter.

d. The Contractor shall submit bill in triplicate by the 7th day of each month for the work executed up to end of pervious month in a prescribed format as approved by ESIC, failing which a penalty of Rs.3000/- may be levied while adjusting the bill amount if default is found to be made knowingly by the contractor. Bill must be raised based on the rate quoted in Bid.

While submitting the monthly bill, the service provider must file a certificate certifying the following:

i) Wages of Security guards were credited to their bank accounts on (date).

ii) EPF Contribution relating to eligible personnel has been deposited on (date). (Proof of payment shall be enclosed).

iii) ESI Contribution relating to eligible personnel has been deposited on (date). (Proof of payment shall be enclosed).

iv) That, all statutory Labour Laws including DGR Wage Act are being complied with.

e. The service provider should submit the bill in accordance with the above time schedule. In

case, he fails to submit the bill in time, even then he has to make the payment to the workers on the last working day of every month/first working day of next month.

f. Payment will be made to the contractor in the 7 days time after submission of bills in triplicate subject to the correctness of the monthly bill.

g. The contractor shall compulsorily issue the salary slip to every security guards duly indicating the salary particulars and deductions.

h. No amount shall be collected from the workers as administration charges and other charges like uniform charges, ID card charges or any other forms.

22. The Sub Regional Office, ESIC will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract 02 to 03 days prior to the commencement of the Contract. No payment as such will be made for this.

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

b. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point per shift be deducted from the contractor bill.

c. In case any public complaint is received, attributable to misconduct/ misbehavior of contractor's personnel & 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.

d. In case the contractor fails to commence/ execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, 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.

24. The contractor shall ensure that its personnel do not, at any time, without the consent of the ESI Corporation, 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 ESI Corporation.

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 with 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 ESI Corporation.

28. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the ESI Corporation, the Joint Director (I/C), Sub Regional Office, ESI Corporation, Tirupathi shall have the right to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).

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 contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the ESI Corporation. The security agency shall not employ any person below the age of 21 yrs. and above the age of 65 yrs. 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.
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 worker of the contractor after the expiry of the contract. The ESI Corporation does not recognize any employee- employer relationship with any of the workers 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 tender, the same shall be recovered by the ESI Corporation from the agency.
39. If any underpayment 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 during the period of contract or otherwise even after the contract is over when ever required by the ESI Corporation.
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.
42. The bidder should have it own supervisory and quick response team in Tirupathi to deal with emergent situations.
43. Rate quoted by the contractor for each post of Security Guard should not be less than the wages notified by the DGR, NEW DELHI issued by the DGR, Govt. of India.
44. Any rules and regulation made from time to time by the Joint Director (I/C) shall be complied with.
45. The Security personnel should be rotated from their deployment at an interval of six months.
46. Any other duties/ responsibilities assigned by the SRO, ESI Corporation may be incorporated in the agreement. The same shall also be binding on the contractor.
47. In case of more than one bid received from any contractor, the same will be summarily rejected without further scrutiny.
48. 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. He 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 labour laws etc.

#### 49. 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 Joint Director (I/C), Sub Regional Office, ESI Corporation, Tirupathi.

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 Tirupathi only.

50. JURISDICTION OF COURT: The courts at Tirupathi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

#### 8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 9. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 10. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-**

**compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**