

**Rishikesh-249203**



Tender Document for Outsourcing of Security Manpower Services at  
AIIMS Rishikesh

Ref.No. : 24/Security Services/599/2020-(Rish(Admn))  
PublishingDate : 08/12/2020 at 11.00 AM  
Pre-BidMeeting : 15/12/2020 at 3.00 PM  
Bid SubmissionStartDate : 08/12/2020 at 11.00 AM  
Last Date of BidSubmission : 29/12/2020 at 3.00 PM  
Bid Opening : 30/12/2020 at 3.00 PM

*Tender documents may be downloaded from institute's web site  
[www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in) (for reference only) and CPPP site  
<https://eprocure.gov.in/eprocure/app>*

**TENDER NOTICE**  
**Security Manpower Services**  
**AIIMS Rishikesh, Virbhadra Marg, Rishikesh, Dehradun**

1. The Director, All India Institute of Medical Sciences, Rishikesh (henceforth referred as AIIMS, Rishikesh) invites e-tenders under Two-Bid system from reputed security agencies, having capacity to provide integrated security services with required number of uniformed trained manpower along with necessary electronic and other surveillance equipments for maintaining the security at the AIIMS, Rishikesh for a period of 2 years further extendable upto 1 year, depending upon the performance at AIIMS, Rishikesh through open tendering system.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0135-2462915.
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. The bid without EMD/Bid Security Declaration and tender fee will be summarily rejected.
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

**The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

8. Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS Rishikesh website: [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in). And other Central Government Procurement Websites (*subject to its access of AIIMS Rishikesh*). The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.

9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.

10. The pre bid conference would be held on \_\_\_\_\_ at 03.00 PM through video conferencing. Interested firms are requested to shall share their details for pre-bid meeting through video conferencing. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.

**Administrative Officer**  
**AIIMS Rishikesh**

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

RISHIKESH

(Forwarding Letter/Undertaking)

(SCHEDULE-'A')

Dear Sir,

1. I/We hereby submit our documents against the above tender for outsourcing of security manpower services for a period of 2 years further extendable upto 1 year, depending upon the performance at AIIMS, Rishikesh through open tendering system.
2. I/We now enclosing herewith the FDR/CD/Term Deposit Receipt \_\_\_\_\_ dated \_\_\_\_\_ For Rs. ----- drawn in favour of "AIIMS Rishikesh" towards EMD/Bid Security. (Tender not accompanied with EMD/Bid Security along with TechnoCommercial Bid (Part-I) shall be summarily rejected).
3. I/We have gone through all terms and conditions of this tender before submitted the same and agreed to all the terms and conditions, stipulated by the AIIMS Rishikesh in this connection.
4. I/We have noted that over written entries shall be deleted unless cut & re-written entries are duly initialled.
5. Tender is duly signed (No thumb impression should be affixed) by the proprietor/authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within 7 days from the issue of the letter of acceptance/offer, failing which our/my security money deposited maybe forfeited and our/my name may be removed from the list of contractors at the AIIMS Rishikesh-249203.

**Note:**

- All terms and conditions such as statutory liabilities, taxes etc., have been indicated in the quotations failing which it will be presumed that the rates are inclusive of all taxes and other terms and conditions are also as per your requirements.
- The forwarding letter/schedule-A duly signed, as required, form part of the tender shall be submitted along with tender documents failing, which the tender shall be rejected.

Yours Sincerely,

**Signature with rubber stamp  
of Tenderer with full Address**

**1. WITNESS WITH FULL ADDRESS & PHONE NO.**

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## NOTICE INVITING TENDER FOR SECURITY MANPOWER SERVICES

The Director, All India Institute of Medical Sciences, Rishikesh (henceforth referred as AIIMS, Rishikesh) invites e-tenders under Two-Bid system from reputed security agencies, having capacity to provide integrated security services with required number of uniformed trained manpower along with necessary electronic and other surveillance equipments for maintaining the security at the AIIMS, Rishikesh for a period of 2 years further extendable upto 1 year, depending upon the performance at AIIMS, Rishikesh through open tendering system.

Name of work & file reference	(F.No. 24/ Security Manpower Services/ /2020-Rish(Admin)Manpower (Security Services) for two years, further extendable upto 1 year, depending upon the performance. at AIIMS, Rishikesh (Two-Bid System)
Tender cost (in Rs.)	Rs 1180
EMD/Bid Security (in Rs.)	Rs 24 Lakhs /Bid security Declaration (reference clause 16 of tender document)
Performance Security	@ 3 % of the Annual Contract Value, which should be valid for 60 days beyond the contract completion.

The tender form shall be available on AIIMS Rishikesh website ([www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in)) from where it can be downloaded and a demand draft of Rs 1180/- (Rupees one thousand one hundred eighty only) in favour of AIIMS Rishikesh payable at Rishikesh should be submitted at the time of submission of tender form (**COST OF TENDER FORM**).

Last date for submission/receipt of tender(s) is up to \_\_\_\_\_ at \_\_\_\_\_ and technical bids will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on \_\_\_\_\_ at \_\_\_\_\_ in the Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by fax will be entertained.

**Number of posts are tentative.** Actual number of posts operative will be informed by the Institute. It may increase or decrease as per Institute requirement. **The Competent Authority of AIIMS, Rishikesh reserves right to relax/amend /change any of the above parameters i.e. posts/number of posts/eligibility qualification/scope of work etc.**

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible for any illegal action by the deployed personnel.

Their deployment will be in general shift or round the clock in 3 shifts at AIIMS. The Agency will provide to all deployed personnel **Uniforms, Name Badges and Identity Cards**. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease.

**B. Eligibility Criteria:**

The Bidder need to fulfil the following minimum eligibility criteria:-

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law.
2. The Bidder should have at least 3 years' experience of providing security services to Central/State Govt. Agencies including PSU/Autonomous Organizations and also having executed minimum value of ₹30.00 Crore of contract of providing security services last three years (i.e. 2017-18, 2018-19 and 2019-20). (The bidder has to submit the audit report of the relevant financial year with technical bid (Note- Attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation).
3. Average security personals deployed by the bidder in the last three years (from April 2017 to Mar 2020) should not be less than 250.
4. The bidder should have experience of completion of similar works in the last three financial years (from 01st April 2017 till 31st March 2020) in a single Government Medical College/ Government Hospital of National Importance.
  - (i) One similar work of value not less than Rs 10. Crore.  
Or,
  - (ii) Two similar works each of value not less than Rs. 7Crore.  
Or,
  - (iii) Three similar works each of value not less than Rs. 5Crore.

**Note:**

- A. Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
- B. Completed work shall mean work under one contract with extension/s during the period April 2017 to March 2020.

C. Similar nature of work shall mean providing security, surveillance and maintaining discipline and separation of threats against Assets only. The contracts associated with Housekeeping, Facility Management, Sanitary etc which are not connected with the security and surveillance will be outside the scope of the work

5. Bidder has to attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation) Details of annual turnover and the Ratio of profit after tax to Turnover should also be furnished as per format given in this tender (Annexure - A), duly certified by a practicing CA
6. The bidder should be licensed as a Service Provider under the Contract Labour (Regulation & Abolition) Act, 1970 for any Security contract. Documentary evidence in respect of above should be submitted along with the bid.

OR

The bidder must furnish an undertaking in the bid that the bidder shall apply, within 30 days from the date of award of Contract, to the appropriate Labour authority for Labour License to provide the Services and obtain a License within a reasonable time and submit a copy of the same to AIIMS Rishikesh.

7. The Bidder preferably must have an independent office set up in Rishikesh, to facilitate round the clock contact throughout the entire duration of the contract prior to date of publication of the tender. Bidder must indicate complete details of office facilities available at Rishikesh) in the techno- commercial bid ( Copy of the rent agreement and shop and establishment licence valid as on date of floating of the tender to be shared in the technical bid ).

OR

In case the Bidder is not having an office currently in Rishikesh it must give an undertaking to start an office in Rishikesh within 15 days from the date of contract to facilitate round the clock supervision throughout the entire duration of the contract.

8. The bidder should essentially have valid License under, Private Security Agency (Regulation) Rules, 2005 issued by the controlling authority under Government of Uttarakhand as on date of Publication of this tender. Those agencies who have applied for issue of new licences on or after date of publication of this tender will not be considered.
9. The bidder must essentially have its own Security Training Academy or tie-up with a recognized Security training Academy duly approved by the statutory body for providing refresher security training to contract security guards/supervisors during the contract as per the requirement of PSARA as on date of publication of this tender.
10. The bidder must not have incurred loss in any of the last three financial years 2017-18, 2018-19 & 2019-20. Necessary certificate duly certified from the Statutory Auditor to be enclosed.

11. The net worth of the company as on 31st March 2020 should be positive. Necessary certificate duly certified from the Statutory Auditor to be enclosed.
12. The average of the ratio of Profit after tax (PAT) to the turnover of the bidder for the last three financial years (2017-18, 2018-19, 2019-20) should not be less than 1.5%.
13. The bidder should possess Solvency certificate/financially sound certificate of amount ₹ 1.00 Crore and validity period of the Solvency Certificate shall be 12 (twelve) months from the date of issue of certificate by the Bank. The Solvency Certificate without date, seal and signature of the issuing authority shall be rejected.
14. Bidder must not have been debarred/ blacklisted currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Government Medical College/Government Hospitals/Autonomous bodies. An affidavit on Rs 100/- Non Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.
15. An affidavit duly certified by a notary that there are no ongoing criminal case/vigilance enquiry/labour disputes against the Firm/ Partners/Proprietor/Society /Director of the company and he /she has never been convicted or punished by any Hon'ble court of law.
16. The bidder should be registered with the following Government Bodies/Institutions and should have –
  - a) Pan Card Number under the Income Tax Act
  - b) EPFO Registration Certificate
  - c) ESIC Registration Certificate
  - d) GSTN Registration Certificate of the State of Uttarakhand.
  - e) Registered under Shops & Establishments Act.
  - f) ITR for last three financial year.
  - g) Valid ISO certification for quality service i.e. ISO 9001:2008 or ISO 9001:2015. Bidder must submit the duly certified valid copy of ISO 9001:2008 or ISO 9001:2015.
  - h) GST Return 1 filed for last 12 months from the date of publication of tender
  - i) GSTR-3B (Monthly self-declaration) filed for last 12 months from the date of publication of tender.
  - j) Copy of proof of depositing towards EPF, and ESIC for last 12 months from the date of publication of tender.

## **SCOPE OF WORK**

### **1. Scope of Work:-**

The service provider shall have to provide a zero tolerance and comprehensive security services for the AIIMS, Rishikesh. AIIMS, Rishikesh provides patient care service (both outdoor and inpatients), performs the function of a Medical College with teaching staff and students residing in the campus as well as functions as a major research facility. Most of the time, the security personnel are the first point of interface with the patient and their attendants. Therefore security personnel while being firm in discharge of their duties are required to be courteous, polite and gentle. There would be zero tolerance for abusive language and rude behaviour

The service provider shall ensure protection to the personnel and property of the AIIMS, Rishikesh and its inhabitant, prevent trespass in the assigned area/s with/without arms, perform watch and ward functions including night patrol on the various points and prevent the entry of stray animals (dogs, monkey's, cattle and pigs etc.) anti social elements, unauthorized persons and vehicles into the campus and buildings of the Institute.

The service provider will need to deploy round the clock Security Supervisors / Security personnel's with and without arms, Fire officers, Lady Guards at AIIMS Rishikesh. The security personnel shall be deployed round the clock in 3 shifts at the AIIMS Rishikesh for safeguard of the premises. Actual number of Personnel to be deployed in each shift will be discussed and decided accordingly and revised as and when required by the Institute Administration under consultation with Agency Representative.

The agency shall ensure that the security personnel deputed are healthy and not more than 55 years of age. The agency will get their antecedents, character and conduct verified and submits to the institute complete records of such verification reports.

### **2. Duties and Responsibilities of Contractual Security Staff:-**

#### ***a) Security Supervisor***

1. The Security Supervisor of particular area/building shall be responsible for overall security arrangements of the concerned area and building. The supervisor will have a day to day interaction with Head of the Department / Officer In charge of the area to give a feedback on the service rendered and for taking further action as and when needed.
2. Security Supervisor will ensure that the instructions of AIIMS, Rishikesh Management (conveyed through authorized personnel) are strictly complied with without any lapse and delay.



3. No outsiders are allowed to enter in the building without proper pass issued by the authorized officer of the concerned building/department/Institute.
4. Security Supervisor should ensure that no item equipment/engineering material are allowed to be taken out of the buildings without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security Control Room.
5. Security Supervisor should ensure that all Security Guards should be deployed as per duty roster and the same will be monitored personally by the Security Supervisor from time to time and he will be responsible for its optimum utilization with the consultation of Concerned Security Officer/officer authorized for this purpose.
6. Security Supervisor will also take round of all important and sensitive points of the building/area as specified by the authorized officers/officer in charge of the building.
7. Security Supervisor will monitor all electronic and other security surveillance system and ensure their proper use worthiness and if any equipment needs maintenance he shall inform the company managers as well as security officer of the Institute. The maintenance related to Institute security equipment should be informed to the Security Officer In charge of the building.
8. Security Supervisor will ensure that security guard will take care of all equipments installed in the building, they are switched off when not in use, supervise optimum use of electricity/water and electronic equipment.
9. Security Supervisor will ensure that the building/area under his charge has to be manned and maintained from all animal, pets i.e. (stray dogs/monkey/cattle's or any other animals etc.) and no stray animal should roam in his area.
10. Security Supervisor will ensure that security guard on patrolling duty should take care of the water taps, valves water hydrant etc. installed in the open all over the premises and other moveable items left installed therein
11. Security Supervisor will ensure that flower plants, trees and grassy lawns are not damaged either by the staff or by outsider.
12. Security Supervisor should impart training to the security guards to extinguish fire with the help of fire extinguisher cylinder and other fire fighting material available on the spot along with the fire staff. He will also ensure that security guards will also assist the fire fighting staff in extinguishing the fire and also help the fire staff in case of any natural calamities.
13. He must ensure that in emergency situation security staff deployed in his area shall also participate as per their role defined in the disaster plan.
14. He ensures that Security Guards supervised by him are required to display courteous behavior all the time especially towards woman employees and visitors to the Institute.
15. Security Supervisor shall ensure that Security Guards working under him shall not leave the premises before their respective reliever reports for duty.
16. Security Supervisor will brief/instruct all the guards before deploying on duty daily about their duties and responsibilities to security guards under him and any other instructions issued by the security department from time to time.
17. Any other provision as advised by the Security Officer/Assistant Security Officer, shall be binding on the supervisor.

18. Security Supervisor will ensure security entry/exit should be open and close as per the directions of the Chief Security Officer/Security Officer of the building and should be properly manned.
19. He shall be required to perform any other duty assigned by the Security Section from time to time for smooth/efficient functioning of the Security Department.

**b). Fire Guards/Security cum Fire Guards**

1. He shall always be properly dressed up, in his uniform as prescribed, during his duty hours.
2. He shall normally work in shift and performed his duty at his assigned area.
3. Immediately on reporting for duty, he shall check all the fire/safety equipment's of his area. In case he observes any defect/ irregularity in any fire/safety equipment/installation, he shall report the same to his superior Officer at first opportunity.
4. Proper handing/taking over must be done in the beginning of each shift.
5. He shall be responsible for all equipment's/fire panels/tools kept at Fire Control Room/where his duty assigned.
6. He shall participate in all parade, drills, practices and training program as detailed by Senior Officer.
7. He shall keep himself familiar with the topography of the Institute/Hospital/especially, firefighting arrangements & fire escape routes.
8. He would inspect and clean all the fire Extinguishers and installations installed at his area in the Institute/Hospital.
9. Presence of Fire Guard in the Fire Control Room is mandatory and absence will be viewed seriously.
10. Smoking or allowing any person to smoke at Fire Control Room would involve strict disciplinary action.
11. In case of Fire before leaving the Fire Control Room, he must inform Security Control Room/Supervisor
12. Any unsafe act at their area, he will immediately inform to his Senior Officer.
13. He shall carry out any other work that may be asked to, by Senior Official from time to time.
14. All the Fire Guards should take their tea, meals, etc. at their respected duty post.

**c). Security Guards**

1. Security guard shall make sure that no vehicle will allowed to be parked in NO PARKING area under his assigned area of duty.
2. The Security Guard shall act as SANTRI and keep the area clear under his surveillance all the time from any unwanted persons. In case he observes anything dubious/suspicion, he will inform to his supervisor and Security Control Room promptly.
3. The Guard at the entry and exit points will check the identity of the persons entering and also check his bag etc. for any explosives/objectionable and also will make sure that the movement of visitors is smooth and will also guide the visitors to the places, if the need arises. He will

make sure that the property of AIIMS, Rishikesh shall not be taken out without proper gate pass.

4. The Guards in wards, hospital area will make sure that no person without attendant passes will enter the wards & he will make sure that only one attendant will stay with one patient. He will also make sure that the corridor in front of his ward shall remain clear from attendants/persons.
5. The Guards will also assist the doctor/nurses and other staff in smooth discharge of their duties.
6. The Security Guard will always be polite with the visitors, staff, patients and patient's attendants.
7. The Security Guard deployed will make sure that no property of institute shall be removed/broken by any person without proper authority. If he observes any such incident he will report this immediately to the incharge of that area, Security Supervisor and Security Control Room.
8. He will make sure that after closing the department all the lights, fans, air conditioners and coolers shall be switched off.
9. The Patrolling Guards will make sure that all the corridor lights and other lights outside the building shall be switched off after sunrise & switched on after sunset.
10. He will ensure the safety & security of keys in his charge.
11. He will remain smartly dressed and alert during his duty.
12. He will report 15 minutes before for duty and will do proper handing and taking over with the outgoing guard.
13. He will make sure that no water tap keeps on running in his assigned area of duty.
14. Wherever any register for entry of visitors is kept, he will make entry and exit of all the visitors in that register.
15. No Guard will leave his duty post until properly relieved by the incoming guard. In case the Guard has not come for duty, he will report the matter to Security Control Room & Security Supervisor.
16. He will make sure that all the electronic/electric equipment remained functional under his charge. And will report any failure to Security Control Room & Security Supervisor immediately.
17. He will not allow any person to smoke in his area in addition to maintaining silence.
18. In case of fire, he will inform Fire Control Room, Security Control Room on Phone and will try to extinguish the fire with the help of people around him.

**d). Gunman**

1. He shall normally work in shift and performed his duty at his assigned area (main gates, OPD gate, IPD gate etc.).
2. He shall report 15 minutes before for duty and will do proper handing and taking over with the outgoing Gunman.
3. No Gunman will leave his duty post until properly relieved by the incoming gunman. In case the gunman has not come for duty, he will report the matter to Security Control Room & Security Supervisor.
4. He shall act as SANTRI and keep the area clear under his surveillance all the time from any unwanted persons. In case he observes anything dubious/suspicious, he will inform to his supervisor and Security Control Room promptly.

5. He shall also assist the Security Guards in smooth discharging of their duties.
6. He will make sure that no property of institute shall be removed/broken by any person without proper authority. If he observes any such incident he will report this immediately to In-charge of that area, Security Supervisor and Security Control Room.
7. He will make sure that the property of AIIMS, Rishikesh shall not be taken out without proper gate pass.
8. He will make sure that the gun under his charge remains functional and sufficient bullets are always available with him during duty hours.
9. He shall always be polite with the visitors, staff, patients and patient's attendants.
10. He shall participate in all parade, drills, practices and training programme as detailed by Senior Officer.
11. He shall keep himself familiar with the topography of the Institute/Hospital.
12. He shall not allow any person to smoke in his area.
13. All the Gunmen should take their tea, meals, etc. at their respected duty post
14. In case of any uncontrolled situation, he will inform Security Control Room on Phone and will try to control the situation with the help of other security personnel around him.

### **C. Information and Conditions relating to Submission of Bids**

1. The Work shall be executed as per the scope of work defined in this document.
2. The duration of the contract shall be for a period of three (02) years. Further extendable upto 1 year, depending upon the performance at AIIMS, Rishikesh.
3. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Quotations/Bid should be valid for 180 days from the tender due date i.e. tender opening date.
5. AIIMS Rishikesh reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
6. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> Administrative office at AIIMS Rishikesh Premises at the time of bid opening.
7. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services.

8. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
9. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc should be provided.
10. In the case of partnership firm, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership. A copy of partnership duly registered may be enclosed.
11. (a) Memorandum of understanding/partnership deed shall be provided in case the bidder is a partnership firm.
12. (b) One of the members of the partnership firm, to be nominated as in charge and this authorization shall be covered in the power of Attorney signed by the legally authorized signatories of all members of partnership firm. Managing Director can authorize any person/authorized signatory.
13. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.
14. The Institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
15. The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

#### **Earnest Money Deposit**

16. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 24,00,000/- (Rupees Twenty-Four Lakhs Only) by way of demand drafts or Bank Guarantee or FDR only. The demand drafts or Bank Guarantee or FDR shall be drawn in favour of "All India Institute of Medical Sciences, Rishikesh" payable at Rishikesh. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Rishikesh on or before last date/time of Bid Submission. OR Bid Security Declaration may be submitted in lieu - if eligible as per GFR 2017 (as per page 52-53)
17. The bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
18. No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Rishikesh in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and

- conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited
19. No claim shall lie against the AIIMS Rishikesh in respect of erosion in the value or interest on the amount of EMD.
  20. The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
  21. The Firm who are registered with National Small Industries Corporation (NSIC) / Or Small Scale Industries (SSI)/ Or MSME are exempted to submit the EMD (Copy of registration must be provide along with technical bid).
  22. Tenders without Earnest Money or Tender cost will be summarily rejected unless they are registered with National Small Industries Corporation (NSIC) / Or Small Scale Industries (SSI)/ Or MSME are exempted to submit the EMD.
  23. The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Rishikesh till the finalization of the tender. No interest will be payable by AIIMS, Rishikesh on the EMD.
  24. EMD should remain valid for a period of 180 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
  25. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

**Performance Security Deposit:-**

26. Successful bidder/firm should submit performance security as prescribed in favor of “The Director, AIIMS Rishikesh” and to be received in the Administrative Office, Virbhadra Road Shivaji Nagar, Uttarakhand 249203 before the date of commencement of services or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance security deposit to be furnished in the form of DD/FDR/BG as per given Proforma of the tender documents, for an amount covering 3 % of the contract value.
27. The Performance Security should be established in favor of “The Director, AIIMS Rishikesh” through any Schedule Bank with a clause to enforce the same on their local branch at Rishikesh.
28. Extension of time for submission of PG beyond 30 days and upto 60 days before the date of commencement of services or from the date of acceptance of the purchase order, whichever is earlier may be given by the competent authority however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. I.e. 31st day. In case of the contractor fails to submit the requisite PG even after 60 days the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.

29. Validity of the performance security shall be for a period of 60 days beyond of entire contract period from the date of issue of work order.
30. AIIMS, Rishikesh reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.
31. The bids shall be valid for a period of 180 days from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained.. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.
32. AIIMS, Rishikesh reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non- responsive/not- viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.
33. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.
34. Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price quoted will not include any such amount. If AIIMS, Rishikesh subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the bidder null and void.
35. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures as per relevant Rules.

**One Bid per Bidder:-**

36. Each bidder shall submit only one tender either by himself or as a partner in firm. If a bidder or if any of the partners in a firm participate in more than one bid, such bid or bids are liable to be rejected.

**Cost of Bid:-**

37. The bidder shall bear all costs associated with the preparation, methodology study and submission of his bid and the Institute in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

**Visit to Department:-**



38. The bidder is required to provide security services to Institute as per scope of work and is advised to visit and acquaint themselves with the operational system. The costs of such visit and survey shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the work site and is aware of the operational conditions prior to the submission of the tender documents.

**Tender Documents:-**

39. The tender document comprises of:

- a) Forwarding letter/undertaking Schedule A(Annexure –I)
- b) Notice of invitation of Tender.
- c) Terms and Conditions
- d) BOQ
- e) Tender form of providing security services (Annexure-II)
- f) Scope of Work
- g) Undertaking (Annexure-III)
- h) Form of Agreement (Annexure-IV)
- i) Form of Bank Guarantee as Performance Bank Guarantee (Annexure-V)
- j) Declaration by the bidder Form A ( Annexure – VI)
- k) Affidavit Regarding clean track of Bidder( Annexure – VII)
- l) Annual Turnover and PAT to Gross Turnover statement ( Annexure – VIII)
- m) Notarised Affidavit ( Annexure –IX)
- n) Check list for technical evaluation (Annexure-X)
- o) Particulars for Refund of EMD to successful/unsuccessful bidders.

40. The bidder is expected to examine all instructions, Forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

41. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

**Clarification of tender document/Pre-Bids Meeting:-**

42. The bidder shall furnish and index of all documents enclosed with the bid and shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the office of Director AIIMS, Rishikesh before submitting his/her bid.

43. In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification during the PRE-BID MEETING on the designated date and time as per Notice inviting tender. Any such clarification if agreed to by AIIMS,



Rishikesh would be issued as addendum to the tender document on the online portal only and issued bid document shall stand corrected /detailed to that extent.

44. Except for any such written clarification by AIIMS, Rishikesh, which is expressly stated to be an addendum to the tender document issued by the office of the Director AIIMS, Rishikesh no written or oral communication, presentation or explanation by any other employee of the department shall be taken to bind or fetter AIIMS, Rishikesh under the contract.
45. **Language:-** Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying document is in other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

#### **Format and signing of bid:-**

46. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
47. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
48. The bid shall contain no alterations, omission or additions except those to comply with instructions issued by the department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed and dated by the person or persons signing the bid.

#### **Tolerance Clause:-**

49. Due to expansion/needs of AIIMS, Rishikesh the number of manpower may increase by 25% during the currency of the tender.

#### **D. Other Terms and Conditions**

1. The Work shall be executed as per the scope of work defined in this document.
2. The duration of the contract shall be for a period of two (02) years further extendable upto 1 year, depending upon the performance at AIIMS, Rishikesh
3. The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency or otherwise at the discretion of the AIIMS, Rishikesh.

4. The Service provider shall be responsible for the safety and security of all property and equipments of AIIMS, Rishikesh.
5. The staff engaged by the service provider shall be available at all the time as per their duty roaster and shall provide a copy of the same to the Security Officer and Nodal Officer of the concerned area and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Nodal Officer / authorized officer at the respective area of the “AIIMS, Rishikesh”. Round the clock supervision must be provide to ensure correct performance of the said security services in accordance with the prevailing assignment / instructions agreed upon between the two parties.
6. The service provider shall be responsible to provide immediate replacement of any staff that is not available for duty at the place of posting.
7. As per guidelines of the Hon’ble Supreme Court of India, no person will be allowed smoking in public place by the workers of the service provider. The service provider will be responsible, if any, workers provided by him are found smoking in the Institute and he will be penalized in accordance with the rules.
8. Penal Provisions :
  - a) In case the service provider fails to commence the work as stipulated in the agreement, the AIIMS, Rishikesh reserves the right to impose and recover penalty as detailed below : -
    - i. 2% (two percent) of cost of order/agreement per week up to four weeks delays in commencement of the work.
    - ii. After four weeks delay, the AIIMS, Rishikesh may cancel the agreement and get this job carried out preferably from any other agency from the open market / other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall also be black listed for a period of four years from participating in such types of tenders and his security deposit shall also be forfeited, if so warranted.
  - b) In case any contractor’s personnel(s) deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise, a penalty of Rs 500/- per guard / supervisor absent on that particular day shall be deducted by the AIIMS, Rishikesh from the service provider’s bills.
  - c) In case any of service providers personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned above shall be imposed.

- d) The personnel engaged by the service provider should turn out dressed in neat and clean uniform (including proper name badges) and polished leather shoes, failing which the agency shall invite a penalty of Rs 500/- on each occasions and habitual offenders in this regard shall be removed from work at the AIIMS, Rishikesh. The penalty on this account shall be deducted from the service provider's bills.
- e) In case any public complaint is received attributable to misconduct / misbehaviour / drunken state of service provider's personnel and as verified by the competent authority, a penalty of Rs 500/- for each such incident shall be levied and the same shall be deducted from service provider's bill. Further, the concerned guilty person shall be withdrawn by the service provider. Besides legal action as required under relevant rules / acts be also initiated against the guilty persons by the service provider.
- (f) There shall be eight hours shift duty in general (6.00 hrs to 14.00 hrs., 14.00 hrs. to 22.00 hrs. and 22.00 hrs. to 6.00 hrs.). But the timings of the shift are changeable with the approval of the authorized representative AIIMS, Rishikesh. Prolongation of the duty hours (more than 8 hours at a stretch) shall not be permitted except exigencies of service that too as per the instructions of authorized representative of the Institute. Any such instances shall invite punitive financial penalty by AIIMS, Rishikesh.
- (g) The competent authority for imposing the penalty shall be the Director, AIIMS, and Rishikesh.
- (h) Notwithstanding anything contained under this contract, the institute reserves the right to take immediate corrective action in case of serious / repeated continuous breach of any term of contract by the service provider in addition to imposing any penalty including termination of its services on immediate notice at the risk and cost of the service provider. The institute may exercise this right as per its sole discretion if the situation demands after giving an opportunity of being heard to the service provider.
9. (a) The service provide shall comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI, etc. with regard to the personnel engaged by him for Security Services.
- (b) The service provider shall issue EPF pass book & ESI Card within 60 days of the award of work to every worker an shall supply the Code Number allotted by the local ESI/EPF authorities. In case of violation a penalty of Rs 500/- per day shall be imposed. The service provider shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement.
- (c) The service provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The service provider shall submit

copies of acknowledgements evidencing filling of returns every years and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the service provider in respect thereof, which may arise.

10. The service provider shall be liable and responsible to provide all applicable benefits viz. Provident Fund, ESI, etc. to the staff engaged by him together with all related legal compliance.
11. Any other benefit that may accrue by Ministry of Labour and Employment or any other law enacted by the Govt. of India and accepted by the Government of Uttarakhand to the worker shall be paid by the service provider.
12. The Service provider reserves the right to change the security personnel who is considered to be undesirable or who are not fulfilling the condition as per the eligibility specified in the tender document.
13. AIIMS Rishikesh will communicate the changes in the number of security to the service provider whenever required and the service provider will appoint the security personals as per the eligibility specified in the tender document.
14. The service provider shall not engage any sub-contractor or transfer the contract to any other person in any manner.
15. The personnel on duty have to report at least 15 minutes in advance from time to commencement of the shift for collecting necessary documents / instructions, and to complete all other required formalities as approved by the AIIMS, Rishikesh. There shall be a Central Control Room manned jointly with Security Officer of AIIMS, Rishikesh & Security Agency personnel.
16. The antecedents of staff deployed shall be got verified by the service provider from local police authority and an undertaking in this regard be submitted to the AIIMS, Rishikesh within two months of deployment.
17. The service provider will maintain a register on which day to day deployment of personnel will be entered. The daily attendance shall be countersigned by the authorized official of the AIIMS, Rishikesh. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be certified by the authorized officials. The service provider has to give an undertaking (on the given format), duly countersigned by the authorized concerned official of the AIIMS, Rishikesh, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
18. Service provider and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas for which the responsibility has been given to them by the AIIMS, Rishikesh and shall not knowingly lend to any person or company any of the effects of the AIIMS, Rishikesh under its control.
19. The security staff engaged by the service provider shall under no circumstances accept any gratitude or reward in any shape that can be termed bribe / tips.

20. The personnel engaged have to be polite, courteous, disciplined and firm in dealing with staff & public. In case of failure to maintain such standard the AIIMS, Rishikesh has a right to remove the personnel and take punitive action against the service provider. The service provider shall have to arrange suitable replacement in all such cases.
21. In order to maintain smartness and impressive appearance, the service provider has to provide two sets of all weather uniform to his employees. The Seasonal items have to be provided one month prior to the commencement of season. Certificate of Issuance of Uniform to security personal is to be provided to AIIMS, Rishikesh by the service provider.

22. Procedure for release of payment.

- a) The service provider shall pay wages to its workers/workmen latest by 10th of the respective month. A monthly pay slip containing complete breakups for all statutory and other permissible deductions has to be provided to all workmen by the service provider.
- b) The service provider shall submit the bill with the Administrative Officer for re-imburement by 7<sup>th</sup> of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by authorized security officer/ representatives of AIIMS, Rishikesh on a daily basis. The service provider shall disburse the wages to its staff deployed in the Institute every month through ECS or by cheque in the presence of representative of the Institute. The service provider shall ensure that all staff deployed has valid bank account and the same is to be communicated to the office of the Administrative Officer.
- c) The Institute will make the payment to the agency within 15 days of receipt of Bill.
- d) After 2<sup>nd</sup> month the claim for re-imburement of bill must be supported by proof of service provider having deposited EPF contribution in code no. provided by AIIMS, Rishikesh and ESI and GST relevant to the proceedings of the workers deployed by the service provided together with details of such workers in the Proforma prescribed under EPF/ESI Scheme 1952 & EPF/ESI and miscellaneous Provisions Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim shall be considered incomplete and twenty 20% (twenty percent) of the monthly amount payable under this contract shall withheld till the compliance of the stipulations given herein.

- e) The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
- f) The Income Tax or any other statutory levy/tax as applicable will be payable by service provider and shall be deducted at source as per law.
- g) The AIIMS, Rishikesh will proportionately enhance the amount payable for the service contract on the enhancement of minimum wages by the Ministry of Labor or any other law enacted by the Govt. of India and accepted by the Government of Uttarakhand whichever is higher under the Minimum Wages Act, 1948. The enhancement to be paid to the service provider will be proportionate to the increase in rates by the competent authority i.e. Ministry of Labor or any other law enacted by the Govt. of India and accepted by the Government of Uttarakhand whichever is higher for the elements of wages.
- h) In the event of default being made in the payment of any money in respect of wages of any person deployed by the service provider for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the “AIIMS, Rishikesh” may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the service provider to the said Labour Authorities and any sums so paid shall be recoverable by the “AIIMS, Rishikesh” from the service provider along with 15% (fifteen percent) of such amount as administrative / departmental charges.
- i) If any money, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulation, be directed to be paid by the “AIIMS, Rishikesh”, such money shall be deemed to be payable by the service provider to the “Institute” within seven days. The Institute shall be entitled to recover the amount from the Service Provider by deduction from money due to the service provider or from Performance Bank Guarantee along with 15% (fifteen percent) administrative / departmental charges.
- j) In case of any delay in payment to the security staff and arbitrary deductions from their emoluments, the penalty, as under may be imposed upon the service provider.
- 1st instance – 25% of service charge
  - 2nd instance – 50% of service charges
  - 3rd instance and onwards – Termination of contract on immediate notice.  
Nonpayment with penalty will entail forfeit of security deposit.

23. The security service provider should get medical check-up of its deployed staff at the time of initial appointment and subsequent every one year to ensure their fitness for the job assigned preferably by ESI Hospital / Dispensary. The Hospital will be at liberty to get anybody reexamined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

24. In the event of any loss, damage, criminal activity or negligence that occurs in the area under the protection of the security agency, the service provider shall be liable to pay compensation for both the financial loss and associated punitive damages that may be imposed on him by a committee constituted by the Director, AIIMS, Rishikesh after necessary police information and enquiry.
25. "NOTICE TO PROCEED" means the notice issued by the "Institute" to the service provider communicating the date from which the work / services under the contract are to be commenced.
26. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all compensation / damage / expenses / fines/ depth of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.
27. If the service provider is a partnership of two or more persons, all such persons shall be jointly and severally liable to the "AIIMS, Rishikesh" for the fulfillment of the terms of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to sign on behalf of the partnership shall not be altered without the approval of the "Institute".
28. The service provider 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 direction enumerated herein and in accordance with such directions, which the AIIMS, Rishikesh may issue from time to time and which have been mutually agreed upon between the two.
29. During the course of contract, if any of service provider's personnel are found to be indulging in corrupt practices or causing any loss to the "AIIMS", Rishikesh, the service provider shall terminate the worker from duty immediately and shall also be responsible for any loss to the Institute.
30. The service provider shall indemnify and hold the "AIIMS, Rishikesh" protected / safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works / services under the contract provided by the service provider or the breach of any term of this contract by the service provider.
31. The bidder must be registered with the Labour Department under Contract Labour (R&A) Act 1970 in addition to other statutory applicable registration.
32. The training as per Private Security Agencies (Regulation) Act, 2005 of the security staff deployed at the AIIMS, Rishikesh shall be the responsibility of the service provider. The quality of training received by these personnel may be evaluated by AIIMS, Rishikesh from time to time.
33. The service provider shall not hire personnel with dubious / criminal records and shall submit police verification of each worker to the security officer.
34. Under the terms of their employment agreement with the Service provider, the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly.



35. AIIMS, Rishikesh shall not be responsible for providing residential accommodation to any of the personnel of the service provider.
36. AIIMS, Rishikesh neither have any intention to have nor recognizes any employee and employer relationship with any of the workers of the service provider. The contract worker is the employee of the service provider and can in no way claim any right for regularization of service with the Institute.
37. 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 been done by the agency under the tender, the service provider shall immediately refund the same to the A IIMS, Rishikesh on receipt of notice there to or it shall be recovered from the service provider along with costs incurred.
38. The service provider shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the “AIIMS, Rishikesh.
39. The AIIMS, Rishikesh will give basic inputs for and familiarize the security and door keeping services required to be carried out by the personnel to be deployed by the service provider for its staff for 2 to 3 days and this period shall not be counted as shift manned by service provider’s personnel for the purpose of payment under the contract.
40. The service provider will provide following functional security equipments all the times within 15 days to the staff to provide effective & better security services in the Institute failing which a penalty amounting to Rs 1000/- per day till the providing receipt of all the security equipments.
  - i. Torches (40 Nos.)
  - ii. Short Lathies (100 Nos.)
  - iii. Telescopic Extension View Mirrors (10 Nos.)
  - iv. Hand held Metal Detectors (20 Nos.)
  - v. Door Frame Metal Detectors (10 Nos.)
41. Uniforms:-summer uniform with all accessories and winter uniform with all accessories.
42. The service provider shall provide Walkie-Talkies in good working condition to all his supervisors as well as the security guards deployed at the vital / outside duty posts for better & effective communication (Minimum 10 sets). The Service provider will have to show the sets of walkie –talkies to the Security Officer before taking possession of the security contract in a functional condition. In case of non-compliance a penalty of Rs 500/- per day will be charges.
43. The service provider shall ensure the confidentiality of the business process of AIIMS, Rishikesh, including Financial, Administrative and any professional patient care or other such matters. These shall not be divulged / leaked / made public to any party. In such instances punitive damages as desired by the AIIMS, Rishikesh, authorities appointed by the Director shall be levied. This clause does not imply to matters already in public domain.
44. Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider’s personnel shall be directly born by the service provider including all



expenses / fines. The concerned service provider's personnel shall attend the court as and when required as per law.

45. The Service provider before deployment of personnel should get approval from authorized authority of AIIMS, Rishikesh (Security Officer/ Sr. Administrative Officer), after providing :-

- Curriculum vitae with birth certificate.
- Aadhar Card.
- Educational certificate.
- Two passport photographs.
- Residency proof.
- Discharge certificate in case of ex-servicemen.
- Police Verification (as per govt. rule)
- Health Certificate

These should be submitted at least three days prior to deployment of workers.

46. The service provider shall have his own establishment / setup / mechanism, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

47. The service providing agency shall not employ any person below the age of 21 years and above the age of 55 years. Manpower so engaged shall be trained as per Private Security Agencies (Regulation) Act, 2005 for providing security services. Basic knowledge of fire fighting services also should be imparted to the incumbent before joining.

48. Physical standards for civil guards (other than ex-servicemen / Ex-policemen / ex-paramilitary personnel) shall be height minimum 167 CM chest 80 cm, provided that for residents of hill areas height may not be less than 162 CM and chest 76 cm with an expansion of 5 CM. For female guards the minimum height should be 150 cm.

49. Security staff other than ex-servicemen shall be minimum matriculate.

50. Security supervisor shall be preferably of minimum rank of Ex-JCOs or equivalent to Police / Paramilitary force or with 5 years' experience as security supervisor in a reputed organization.

51. The contracting agency shall employ preferably at least 15% manpower from the category of ex-servicemen not above the age of 55 years. The service provider shall provide honourable discharge proof ex-servicemen and AIIMS, Rishikesh shall get it verified on its own. However, no extra remuneration shall be payable for the said deployment by AIIMS, Rishikesh. Bidder is deemed to have considered all financial repercussions of deployment of ex-servicemen while quoting the tender.

52. In areas dealing with women / girls / patients relatives or staffs, the service provider shall ensure presence of female security guards as per requirement of the Institute.

53. Security staff engaged by the service provider shall not take part in any labour union and association activities.
54. The service provider shall provide uniforms, torches and cells, Lathies / batons and other equipments to the security staff, stationery for writing duty charts and register at security check points and record keeping as per requirements.
55. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at AIIMS, Rishikesh under the scope of this contract. The essential qualification/experience is indicative in nature. However, at the time of engagement these aspects shall be decided as per AIIMS, rule or AIIMS, Rishikesh may ask the Agency to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at AIIMS, Rishikesh the amount of the compensation as decided by the AIIMS, Rishikesh will be final and agency will accept the same and AIIMS RISHIKESH will extend no financial or any other benefit in this regard.
56. A senior representative of the Agency shall visit AIIMS, Rishikesh at least once-a- month /as and when required and comply the requirement. During the visit, Agency's representative will meet the Sr. Administrative Officer, AIIMS, Rishikesh/officers dealing with the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of above deployed representative will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the AIIMS, Rishikesh is not divulged or disclosed to any person by the personnel deployed by it.
57. The Agency shall provide reasonably good Photo Identity Cards to its personnel deployed at AIIMS, Rishikesh at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition.
58. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Rishikesh/ MoH&FW / Govt. of India / any State or any Union Territory.
59. The Director, AIIMS, Rishikesh has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.
60. Jurisdiction of Court: The courts at Rishikesh shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.

**Administrative Officer**

**AIIMS Rishikesh**

1. Name & Address of the Tenderer Organization/Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office at Rishikesh.							
2. Experience in the work of providing Security Manpower Services Particulars of experience (Attach certificates, testimonials.					In following format		
S. No	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Detail of Man Power Provided	Total Contract period (in Yr/month)	Total Contract Amount (In Rs.)	Reason for Termination
3. Set-up of your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:  (a) Is the establishment registered with the Government please give details with document/evidence. (b) Do you have Labour license. Please provide details and attach a copy. (c) Undertaking of the Agency confirming the availability of the adequate Job executor of requisite qualification and experience for deployment in AIIMS RISHIKESH.							
4. ISO Certificate: 9001:2008 or ISO 9001:2015							
5. Please give  EPF Reg No: ESI Code:							
6.Details of EMD							
7. Please attach copy of last three year Return of Income Tax							
8. Please attach balance sheet of the agency, duly certified by Chartered Accountant for last three (3) years							
9. PAN No. (Please attach copy)							
10. GST No. (Please attach copy)							
11. Power of Attorney/authorization for signing the bid documents							
12. Please submit an undertaking, on notarial stamp paper of Rs. 100/- (Rupees one hundred only) (Performa in given) that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency) and firm / agency is never being black listed by any organization Indicate any convictions in the past against the Company/firm/partner.							

13. Please declare that Proprietor /firm/company has never been blacklisted/debarred by any Organization. As per attached annexure	
14. Please submit a notarised affidavit for miscellaneous declaration on Indian Non Judicial stamp paper of Rs. 100/- as per attached annexure	

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Encls:**

1. FD/TD/CD/DD/Pay Order No. \_\_\_\_\_
2. Terms & Conditions of the contract of Tender document ( \_\_\_\_\_ ) each page must be signed and sealed.
3. Financial Bid (In separate cover II duly sealed by bidder)

Place:..... Date:.....	<b>(Signature of Bidder with seal)</b> Name: Address Phone No (O): Fax No. (O): E-mail:
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**Sign of issuing Authority**

1. Evaluation of Technical Proposal

Two Stages online bidding (through Quality cum Cost Based Selection QCBS Methodology) A two-stage procedure shall be adopted in evaluation the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. 60% weightage would be given to the Technical evaluation and 40% weightage would be given to the financial bid

AIIMS Rishikesh will intend to award the entire contract under the tender to only one successful bidder. AIIMS Rishikesh will open the price bids, on a date to be announced later, of only those bidders whose bids are techno-commercially acceptable.

The bidders shall be evaluated based on overall score using the Quality and Cost Based Selection (QCBS) method, wherein the total score shall consist of technical evaluation and financial bid, and contract shall be awarded to the bidder getting the highest total score as per QCBS matrix

The Bidders are requested to give detailed tender in two Parts:

(Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances) –

Part - I: Techno-Commercial Bid

Part - II: Financial Bid

### ***Evaluation of Bid:***

- A. Bids will be evaluated on Techno-commercial and Financial criteria.
- B. The financial bid of only those bidders shall be opened who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may likely to be present. The Institute shall inform the date, place and time for opening of financial bid through our website.
- C. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- D. Technical evaluation will be done by a Committee constituted by Director of AIIMS Rishikesh.
- E. The bid of any bidder who does not met the eligibility criteria and/or has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected at the sole discretion of the Director of AIIMS Rishikesh. Technical evaluation of only eligible bids shall be carried out.

### ***Bid Evaluation Criteria and Selection Procedure***

A two-stage procedure shall be adopted in evaluation the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. 60% weightage would be given to the Technical evaluation and 40% weightage would be given to the financial bid.

The bidder shall quote percentage upto 2 decimal points. If the bidder quotes percentage with more than 2 decimal points then the quote upto two decimal points will be taken into consideration without rounding up.

The price bids of only those firm/agencies who qualify technically will be opened. The proposal with the lowest cost bid will be given a financial score of 100 and the other proposals will be given financial score that are inversely proportionate to their cost bids.

### ***Technical Evaluation:-***

- A. For technical evaluation, a bidder who has participated in the tender should be otherwise techno-commercially qualified as per the terms and conditions of the tender.
- B. In technical evaluation matrix as given above will have maximum marks 100.
- C. Technical evaluation will have a weightage of 60%.
- D. Technical evaluation will be done only on the basis of supporting documentary evidence submitted along with technical bid. In case, there is no supporting documentary evidence for some of the point in the bid, zero marks will be given for such points.
- E. The evaluation will be as per the formula given below and will be shortlisted for price bid opening.
- F. Formula: Evaluated technical score will be based on the actual marks (out of a maximum of 100). i.e.  $\{[\text{Actual Marks obtained by the bidder} / \text{maximum marks (100)}] \times 60\}$

### ***Financial evaluation:-***

- A. Financial evaluation will have a weightage of 40%.
- B. Formula for Financial Evaluation will be  $\{(L1 \text{ quote}/\text{Bidder's quote}) \times 40\}$ .
- C. A bidder ascertained as L1 as per the quoted price and evaluated total financial implications in the tender will get full marks in financial evaluation.
- D. Other bidders will get proportionate marks in financial evaluation e.g. a bidder ascertained as L1 as per the quoted price and evaluated total financial implications for the tender say ₹ 100 will get maximum marks as 40.
- E. For another bidder this figure is ₹ 200 so according to formula, it will get  $[(100/200) \times 40] = 20$ .

### ***Final Evaluation and award of Contract:-***

- a) Final evaluation will be on the basis of highest marks obtained after summing up evaluated technical score and evaluated financial score.
- b) The bidder obtaining highest marks in final evaluation will be eligible for the award of the work.
- c) In case of tie in the highest evaluated score among the bidders, the bidder having lowest total financial implications will be awarded the work.

Note: Bidders are required to submit the required supporting documents sought in the QCBS matrix for evaluation under QCBS criteria.

## **Data for Evaluation of Technical Bid (QCBS Matrix)**

Sno	Evaluation Criteria	Max Marks	Marks scored
1	Value of executing a single security contract in a Government Medical College/ Government Hospital minimum 750 beds of National Importance.	15	
	<p>1. Value of the Contract more than Rs 20 Crores - Marks (15/15).</p> <p>2. Value of Contract more than or equal to Rs 18Crores but less than Rs 20 Crores -Marks (12.5/15).</p> <p>3. Value of contract more than or equal to Rs 15Crores but less than Rs 18Crores – Marks (10/15).</p> <p>4. Value of Contract More than or equal to Rs12Crores but less than Rs15Crores - Marks (7.5/15).</p> <p>5. Value of Contract More than or equal to Rs10 Crores but less than Rs12Crores - Marks (5/15).</p> <p>6 Value of Contract less than Rs10 Crore- Marks (0/15)</p>		
	<p>For Experience, Single Completed contract running for at least 1 (One) year without any break during the financial year 2017-18, 2018-19, 2019-20 will be considered. Work awarded during the financial year 2017-18, 2018-19, 2019-20 only will be considered. Copies of the following documents mandatorily need to be produced (In case the bidder fails to submit any of the following documents the experience will not be considered).</p> <p>a. Certificate duly certified by the Statutory Auditor</p> <p>b. Copy of the Contract /Purchase order/ Extension letters without any break showing continuous services for a minimum period of one year.</p> <p>c. Satisfactory performance Certificate issued by the Client.</p> <p>Note: The value of contract inclusive of GST will be considered.</p>		
2	Number of security manpower supplied against a single security contract of at least Three year duration in any Government Medical College/ Government Hospital of National Importance.	15	
	<p>1. Number of security manpower supplied more than 400 in a single contract of at least three years duration ---- Marks (15/15).</p> <p>2. Number of security manpower supplied more than or equal to 350 but less than 400 in a single contract of at least three years duration --Marks (12.5/15).</p>		

	<p>3. Number of security manpower supplied more than or equal to 300 but less than 350 in a single contract of at least three years' duration. ---- Marks (10/15).</p> <p>4. Number of security manpower supplied is more than or equal to 250 Nos. but less than 300 Nos. in a single contract at least three years' duration. ---- Marks (7.5/15).</p> <p>5. Number of security manpower supplied is more than or equal to 200 Nos. but less than 250 Nos. in a single contract at least three years' duration. ---- Marks (5/15).</p> <p>6 Number of security manpower supplied is less than 200 Nos.-Marks (0/15)</p>		
	<p>For Experience, Single Completed contracts and those running for at least three years without any break from April 2017 till as on date of floating this tender will be considered. Copies of the following documents mandatorily need to be produced (In case the bidder fails to submit any of the following documents the experience will not be considered).</p> <p>a. Certificate duly certified by the Statutory Auditor  b. Copy of the Contract /Purchase order/ Extension letters without any break showing continuous services of at least three years' duration.  c. Satisfactory performance Certificate issued by the Client.</p>		
3	Average Annual Turn Over of the bidder for preceding three financial years ( 2017-18, 2018-19, 2019-20) based on its audited financial statement.( Turnover should be exclusive of GST )	15	
	<p>1. Average Annual Turnover of More than or equal to Rs 150 Crores Marks (15/15).</p> <p>2. Average Annual Turnover of More than or equal to Rs101Crores but less than Rs 150 Crores - Marks (12.5/15).</p> <p>3. Average Annual Turnover of More than or equal to 50 Crores but less than 100 Marks (10/15).</p> <p>4. Average Annual Turnover of More than or equal to 40 Crores but less than 50 Crores Marks (7.5/15).</p> <p>5. Average Annual Turnover of More than or equal to 30 Crores but less than 40 Crores Marks (5/15).</p> <p>64. Average Annual Turnover less than 30Cr- Marks (0/15).</p>		
	Audited financial statement of (2017-18, 2018-19, 2019-20) certified by the statutory auditor to be submitted.		
4	Cumulative Value of the top 3 security contracts executed in the last three years (valid from 1st Apr 2017 to 31st March 2020 with minimum duration of each contract being not less than one year) duly certified by the statutory auditor in any Government Departments/ Government Institutions/ Public Sector	15	



	Undertakings /Public Sector Banks /Public Ltd. Companies /Government Hospital/ Government Medical Colleges/Autonomous Institutions Note:- The values should be inclusive of GST .		
	<p>1. Cumulative value of more than or Equal to Rs60 Crores – Marks (15/15).</p> <p>2. Cumulative value of more than or equal to Rs50Crores but less than Rs60 Crores – Marks (12.5/15).</p> <p>3. Cumulative value of more than or equal to Rs40Crores but less than 50 Crores – Marks (10/15).</p> <p>4. Cumulative value of more than or equal to Rs35Crores but less than Rs40- Crores – Marks (7.5/15).</p> <p>5 Cumulative value of more than or equal to Rs30Crores but less than Rs35- Crores – Marks (5/15).</p> <p>6 Cumulative value less than Rs30Crores - Crores – Marks (0/15).</p>		
	<p>For Experience, Only the completed contracts and those that are running for more than one year as on 31-03-2020) will be considered. Copies of the following documents mandatorily need to be produced (In case the bidder fails to submit any of the following documents the experience will not be considered).</p> <p>a. Certificate duly certified by the Statutory Auditor</p> <p>b. Copy of the Contract /Purchase order/ Extension letters without any break showing continuous services for a minimum period of one year.</p> <p>c. Satisfactory performance Certificate issued by the Client.</p>		
5	Number of Running contracts of similar nature (Security Manpower) in hand during the financial year 2019-20 in Central /State Government Organizations, PSU, Public sector Banks and Government Hospitals.	15	
	<p>1. More than 20 - Marks (15/15).</p> <p>2. More than 18 but less than 20 - Marks (12.5/15)</p> <p>3. More than 15 but less than 18- Marks (10/15).</p> <p>4. More than 10 but less than 15 – Marks (7.5/15)</p> <p>5. More than 7 but less than 10 – Marks (5/15)</p> <p>6. less than 7 – Marks (0/15)</p>		

6	0-15 Marks will be awarded based on the quality of presentation and the availability of the systems for online transactions and Online MIS	25	
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**Note:- (a)**The bidder should score minimum 55 marks, out of 75 in first 5 points for qualifying for presentation round.

(b)Administratively qualified bidder and marks attained for qualification as above (a), will only be called for presentation

### **Technical Evaluation Parameters**

- 1) Technical evaluation as per the matrix will be carried out only if the bid is otherwise technically qualified as per terms and conditions of tender document).
- 2) Marking will be done on the basis of bidder's response subject to confirmation from the submitted documents justifying the response)

### **Format for Financial Bids**

AIIMS Rishikesh will intend to award the entire contract under the tender to only one successful bidder. AIIMS Rishikesh will open the price bids, on a date to be announced later, of only those bidders whose bids are techno-commercially acceptable.

The bidders shall be evaluated based on overall score using the Quality and Cost Based Selection (QCBS) method, wherein the total score shall consist of technical evaluation and financial bid, and contract shall be awarded to the bidder getting the highest total score as per QCBS matrix.

AIIMS Rishikesh, as Principal Employer is committed to pay the amount for the each security guard/supervisor employed through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the Land like Minimum Wages Act etc. in favour of employee in a manner deemed fit to ensure compliance of these laws. Therefore, to make things simple, Institute is inviting FINANCIAL BID in form of agency's commission to perform the services as Immediate Employer on behalf of the Principal Employer i.e. AIIMS Rishikesh.

Bidders have to quote this commission as PERCENTAGE of total amounts to be paid by the Institute for the employees through the agency. This commission will be treated as service charge or any similar nomenclature to be paid additionally by the institute for the benefit of the agency

4

**ALL INDIA INSTITUTE OF MEDICAL  
SCIENCES, RISHIKESH**

**BOQ/FINANCIAL BID FORMAT FOR DEPLOYMENT OF SECURITY AGENCIES FOR  
SECURITY MANPOWER SERVICES AT AIIMS, RISHIKESH.**

The bidder shall quote Service Charges in percentage at S.No.8 for all categories and further financial component will be calculated accordingly for Category-I, II, & III in Indian Rupees in words and figures in Financial Bid as per given format on their letter head.

Sl. No.	Description of wages components	Security Guards (with arms)	Security Guards (without arms)	Security/Fire Supervisor
1.	Minimum Wages (Basic plus VDA)	18,382.00	15,678.00	18,382.00
2.	Special Allowance (30% of Basic Plus VDA for Security/Fire Supervisor)	Nil	Nil	5,514.60
3.	* ESI 3.25% of Basic plus VDA plus Special Allowance subject to Wage Ceiling upto Rs. 21,000/- p.m. for entitlement as per ESI Act.	597.42	509.54	597.42
4.	** EPF 12% + EDLI 0.50% + Admin. Charges 0.50% of Basic plus VDA plus Special Allowance subject to Wage Ceiling upto Rs.15,000/- p.m. for calculation of share of contribution towards EPF accounts as per EPF Act.	1,950.00	1,950.00	1,950.00
5.	Uniform Outfit 5% + Washing Allowance 3% = Total 8% of Basic plus VDA for security personnel	1,470.56	1,254.24	1,470.56
6.	Total add S. No.(1) to (5)	<b>22,399.98</b>	<b>18,882.24</b>	<b>27,914.58</b>
7.	Replacement/ Relieving charges (1/6 <sup>th</sup> of Sl. No. 06 above)	3,733.33	3,147.04	4,652.43
8.	Service Charges ( ) %age on total sum S. No. (6)			
9.	Total add S. No.(06), (07) &(08)			
10.	GST at present @18% or as applicable on total sum S. No. (9)			

11.	Total add S. No.(9) & (10) (Total wages per person/ per month)			
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**IMPORTANTNOTE:****DENOTE:**

ESI: In pursuance of Gazette Notification vide No.GSR 1166(E), dated 22nd December, 2016 issued by Ministry of Labour and Employment under the ESI Act, 1948 and ESIC Notification vide No.X-14/11/1/2015- P&D, dated 27.12.2016 in respect to enhancement of wage ceiling for coverage of employees under the Act from Rs.15,000/- p.m. to Rs.21,000/- p.m. with effect from 01.01.2017. As a result, Minimum Wages (Basic plus VDA) of all category of employees (including Special Allowance in case of Assignment Manager & Special Security Guard) except Security Guard (with & without arms) crossed the wage ceiling limit of Rs.21,000/- p.m., hence gone out of purview of the ESI Act for entitlement as denoted 'NA' at S.No.4 in SECTION-'A' above. In case, Central Government/ ESIC authority notify revised orders in respect to enhancement of wage ceiling limit beyond Rs.21,000/- p.m. for coverage of employees under the Act, the necessary amendments will be made in service contract under provisions of the ESI Act with adequate documentary proof thereof.

\*\*EPF: As per Gazette Notification dated 22nd August 2014 issued by Ministry of Labour and Employment under the EPF & MP Act 1952 (Amendment) Scheme 2014 and EPFO Notification vide No. Actuarial/18(2)/2008/Vol./III/7738, dated 29.08.2014 with regard to enhancement of wage ceiling to Rs.15,000/- p.m. for calculating share of contribution towards EPF, EPS & EDLI accounts with effect from 01.09.2014. As a result, Minimum Wage (Basic plus VDA) of all category of employees (including Special Allowance in case of Assignment Manager & Special Security Guard) crossed the wage ceiling limit of Rs.15,000/- p.m., hence as per EPF Act employer share of contribution 13.15% towards EPF, EPS & EDLI accounts has been calculated on wage ceiling limit of Rs.15,000/- p.m. which work out to Rs.1973/- p.m. for all category of employees as denoted 'Rs.1973/-' at S.No.5 in SECTION-'A' above. In case, Central Government/ EPFO authority notify revised orders in respect to enhancement of wage ceiling limit beyond Rs.15,000/- p.m. for calculating share of contribution towards EPF, EPS & EDLI accounts under the Act, the necessary amendments will be made in service contract under provisions of the EPF Act with adequate documentary proof thereof

**NOTE:**

The Minimum Wage (Basic plus VDA) as specified in financial bid format at S.No.1 above are based on latest Notification vide F.No.1/20 (1)/2020-LS-II, dated 12.10.2020 issued by Chief Labour Commissioner (Central), Ministry of Labour & Employment, New Delhi in respect of revision of minimum wages (Basic plus VDA) of Security Guard (with arms) & (without arms) for the notified areas with effect from 01.10.2020.

The bidder shall quote Service Charges in percentage in financial bid format at S. No.8 for all categories of manpower and further financial components will be calculated accordingly for all Category-I, II and III in Financial Bid format on their letter head, failing which their offer will be summarily rejected. The bidder shall quote Service Charges as per above mentioned prescribed format for financial calculation. The service charges (in percentage) shall remain constant throughout the service contract period and they shall not be varied or altered during the contractual period.

Evaluation of financial bids will be based on Service Charges quoted by the bidders in financial bid at S. No.8.

The minimum Service charge should not be less than 2%. The bidder shall quote percentage upto 2 decimal points. If the bidder quotes percentage with more than 2 decimal points then the quote upto two decimal points will be taken into consideration without rounding up.

GST on services applicable will be reimbursed on actual basis . Taxes , Statutory levies, if applicable will be paid as per rules in force from time to time

(Signature of the bidder)  
Name & Address  
(With seal) Tel. No

**Annexure-II**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
RISHIKESH  
SECURITY ESTABLISHMENT**

F. No. Dated:

**TENDER FORM FOR PROVIDING SECURITY SERVICES**

SI No.	Details
1	Due date for tender submission
2	Opening time and date of tender
3	Name, address of firm/Agency with Tel. No and fax No.
4	Registration No. of the firm/Agency
5	Name, Designation, address and TelNo. & fax No. of authorized person of firm/Agency to deal with.
6	Please specify as to whether tenderer is sole proprietor/Partnership firm .Name and address and tel No. &faxNo. of directors partners should be specified.
7	Copy of PAN card issued by Income Tax Deptt.and copy of previous Financial year's Income Tax Return
8	Provident Fund Code No. along with proof
9	ESI Code/Service. Tax. No along with proof
10	Licence number under Private Security Agency (Regulation) Act, 2005.
11	Registration no. of the firm/agency under Contract Labour (R&A) Act, 1970
12	GST Registration
13	Details of Bid EMD

(Signature of the bidder)  
Name & Address

**Annexure-III****(ON A STAMP PAPER OF RS. 100/-)  
UNDERTAKING**

To  
**The Director,**  
**All India Institute of Medical Sciences,**  
**Rishikesh,**

Name of the firm/Agency

Name of the tender

due date: \_\_\_\_\_

Sir,

1. I/we hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all terms and conditions and instructions contained therein and undertake myself/ourselves is abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum wages Act, Contact Labour Act and other statutory provisions like Provident Fund Act, ESI, Leave, Relieving Charges, Uniform and allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Ministry of Labour or any other law enacted by the Govt. of India and accepted by the Government of Uttarakhand whichever is higher under the Minimum Wages Act, 1948 as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 15% security guards amongst the category of Ex-servicemen and all other will be trained Security Guards.
5. I/We do hereby undertake that complete security of the AIIMS, Rishikesh premises and property as per scope of work/Departments shall be ensured by our security agency, as well as any other point considered by our agency. Our security services shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rupees. \_\_\_\_\_ (amount equaled to three months service bill). The insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft/damage, if any, shall be recoverable from me/us through fidelity bond.

**Signatures of the Bidder**  
**(Name and Address of the Bidder)**  
**Tel. No.& Fax No.**

**Annexure-IV****Draft Agreement format**

(To be made on Rs 100.00 Non-Judicial Stamp Paper)

This agreement is made at Rishikesh on the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Twenty between the Director, All India Institute of Medical Sciences, Rishikesh ,acting through Administrative Officer, AIIMS,Rishikesh , having its office at Veerbhadra Road, Shivaji Nagar, RishikeshUttarakhand 249203 (herein after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

**AND**

M/s. \_\_\_\_\_ (Second Party) having its registered office at \_\_\_\_\_ (herein after called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Party. WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Security Manpower for AIIMS, Rishikesh at Rishikesh on the terms and conditions stated below:

1. All the terms & conditions of the tender document will form as the part of this agreement also.
2. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, ESI, etc. relating to personnel deployed in AIIMS, RISHIKESH. The Client shall have no liability in this regard.
3. The Agency shall be solely responsible for any accident/medical/health related liability/ compensation for the personnel deployed by it at AIIMS, Rishikesh site. The Client shall have no liability in this regard.
4. Any violation of instruction /agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving one-month notice by the AIIMS, Rishikesh.
6. In case of non-compliance with the contract, the Client reserves its right to:



- a) Cancel / revoke the contract; and / or
  - b) Impose penalty up to 10% of the Total Annual Value of contract
7. Performance Security amounting to ₹ \_\_\_\_\_ or 3 % of the Annual Contract Value, whichever is higher in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a scheduled bank shall be furnished by the Agency at the time of signing of the Agreement.
  8. The Agency shall be fully responsible for timely monthly payment of wages i.e. by 10<sup>th</sup> of every month without fail and any other dues to the personnel deployed at AIIMS, RISHIKESH.
  9. The personnel provided by the Agency will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, RISHIKESH.
  10. There would be no increase in rates payable to the Agency during the contract period except any revision by the Ministry of Labour and Employment or any other concerned Ministry
  11. The Agency also agrees to comply with annexed Terms and Conditions of the Tender and amendments thereto from time to time.
  12. Decision of Client in regard to interpretation of the Terms and Conditions of the Tender shall be final and binding on the Agency.
  13. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty and any other legal liability etc. of the Agency in respect thereof, which may arise. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
  14. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts of Rishikesh.
  15. The Agency will provide Police Verification Certificate of each employee within a period of three months from the date of deployment except in respect of Ex-Servicemen and retired Government employees. Failing this, the deployment shall be liable for cancellation.

16. THIS AGREEMENT will take effect from \_\_\_\_\_ Two thousand Twenty and shall be valid till \_\_\_\_\_.

17. This Day of 2020 both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Rishikesh in the presence of the witness.

For and on behalf of the 'Supplier'

For and on behalf of the 'AIIMS,Rishikesh

Signature of the authorized Official

Signature of the authorized official

Name of the Official

Name of the Official

Stamp / Seal of the 'Supplier'

SIGNED, SEALED AND DELIVERED

By the said \_\_\_\_\_ (Name)

By the said \_\_\_\_\_ (Name)

on behalf of the 'Supplier' in presence of

on behalf of the 'AIIMS, Rishikesh in present of

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Annexure- V****FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY****(To be stamped in accordance with Stamps Act of India)**

1. This deed of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ Name of the Bank) (hereinafter called the “Bank”) of the one part and Director, All India Institute of Medical Sciences, **Rishikesh**”(hereinafter called the “beneficiary) of the other part.
2. Whereas All India Institute of Medical Sciences, **Rishikesh** has awarded the contract for security services contract for Rs. \_\_\_\_\_ (hereinafter called the “Contract”) to M/s \_\_\_\_\_ (hereinafter called the “service provider”).
3. AND WHEREAS THE service provider is bound by the said contract to submit to the Beneficiary Performance Bank Guarantee for a total amount of Rs. \_\_\_\_\_ Amount in figures and words) equivalent to 3% (three percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as sated above.
5. After the service provider has signed the aforementioned contract with the beneficiary, the Bank is engaged to pay the beneficiary, any amount up to and inclusive of the aforementioned full amount upon written order from the beneficiary to indemnify the beneficiary for any liability of damages resulting from any defects or shortcomings of the Contract or the debts he may incurred to any parties involved in the Works under the contract mentioned above, whether these defects or shortcoming or debts are actual or estimated or expected. The Bank will deliver the money required by the beneficiary immediately on demand without delay without reference to the service provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service provider. The Bank shall pay to the beneficiary any money so demanded notwithstanding any dispute/disputes raised by the service provider in any suit or proceedings pending before any court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ month from the date of signing. (The initial period for which this Guarantee will be valid must be for 60 days longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the beneficiary agrees to grant a time of extension to the service provider or if the service provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the beneficiary and at the cost of the service provider.
8. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the service provider.
9. The neglect or forbearance of the beneficiary in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the beneficiary for the payment hereof shall in no way relive the Bank of their liability under this deed.
10. The expressions “the beneficiary”, “the Bank” and “the Service provider” hereinbefore used shall include their respective successors and assigns.
11. IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day \_\_\_\_\_ of (month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

**Witness-I**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Witness-I**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

**Annexure-VI**

**Form –A**

**Declaration by the Bidder:**

1. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Rishikesh and/or prosecuted as per laws.
2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.
3. I/We have neither currently nor on any previous occasion have not been blacklisted/ debarred and no legal cases are pending
4. I/We have not been prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place:- .....

(Signature of Bidder with seal)

Date:- .....

Name :

Seal :

Address :

**Annexure-VII**

**AFFIDAVIT REGARDING CLEAN TRACK OF BIDDER**

**(ON A STAMP PAPER OF RS. 100/-)**

**The Director,**

All India Institute of Medical Sciences,  
Veerbhadrha Road,  
Shivaji Nagar,  
Rishikesh  
Uttarakhand 249203

Dear Sir

RE: Tender Enquiry Number \_\_\_\_\_ dated \_\_\_\_\_ For Providing Security  
Manpower Services at AIIMS Rishikesh

I / We have carefully gone through the Terms and Conditions contained in the above Referred Tender Document. I/We hereby declare that my Company/Firm is neither currently nor on any previous occasion has not been blacklisted/ debarred and no legal cases are pending before any of the Central/State Departments /Institutions /Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Government Medical College/Government Hospitals/Autonomous bodies .

In addition to this, I also declare that there are no Vigilance/CBI/FEMA cases either currently or in any previous occasion against the company/firm. I/We certify that I am the competent officer in my company/firm to make this declaration.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Place: - .....

(Signature of Bidder with seal)

Date: - .....

Name :

Seal :

Address:

**Annexure -VIII****ANNUAL TURNOVER STATEMENT**

(At the Letter Head of Chartered Accountant)

**ANNUAL TURNOVER STATEMENT**

(On the letter head of Statutory Auditor)

I/We have examined the book of accounts and other relevant records of

(Name of the Bidding Firm) , having its registered office at \_\_\_\_\_

(full address of bidding firm) and do hereby certify that Annual gross turnover of the bidding firm and its Profit after Tax to turnover ratio for the last three Financial years as per the audited books of accounts is as under :-

Sno	Financial Year	Turnover in INR	Profit After Tax in INR	Ratio of Profit after Tax to Turnover
1	2017-18			
2	2018-19			
3	2019-20			

Average Annual Gross Turnover of the firm for the last three financial years is Rs \_\_\_\_\_ and the average of the Ratio of Profit after Tax to the Gross Turnover for the last three financial years is \_\_\_\_\_.

Signature of CA (with Stamp of Firm) \_\_\_\_\_

Name \_\_\_\_\_

Registration Number \_\_\_\_\_

UDIN Number \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**Annexure - IX**

**NOTARISED AFFIDAVIT**

(On Rs. 10/- Non-Judicial Stamp Paper)

**TENDER NO.**

I,undersigned \_\_\_\_\_ (Name) \_\_\_\_\_ ( Designation) \_\_\_\_\_ duly authorized representative of \_\_\_\_\_ (Name of Proprietorship/Firm/Company/Agency) hereby undertake affirm confirm and declare that-

1. Undersigned is fully competent and authorized from Proprietorship/Firm/Company/Agency to make this affidavit to bind such Proprietorship/Firm/Company/Agency.
2. All details / Information/documents furnished by the Proprietorship/Firm Agency in the bid document is true and correct.
3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of the Tender.
4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in the Tender document and without prejudice to any of the rights and remedies of AIIMS, Rishikesh. AIIMS, Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reason.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall be make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all Civil/Criminal obligations including complaint to police and other authorities.



Deponent Signature.....

Name.....

Designation.....

Aadhar No. ....

E-mail id.....

Mobile No.....

Landline No. ....

Fax No. ....

Address .....

(Copy of Authorization Letter from Proprietorship/Firm/Company/Agency enclosed)

**Annexure -X****CHECK-LIST FOR PRE-QUALIFICATION BID**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>YES/NO</b>
1	Whether Earnest money in form of FDR/BG for Rs. 24,00,000/- (Twenty Four Lakhs only) submitted or Notarised copy of NSIC Registration certificate seeking exemption submitted	
2	Whether Application on letter head (as per format prescribed in Schedule-A) submitted	
3	Whether Power of Attorney / Board Resolution in favour of signatory of the Tender on behalf of bidder has been submitted.	
4	Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a proprietary firm/partnership firm/private or limited company, name designation, address and office telephone numbers of partners/Directors also. (Copy of partnership deed/ Registration Certificate/MOU/MOA as applicable to be submitted)	
5	Whether the bidder has valid Registration number of the firm/ agency, if yes whether copy of the same has been submitted	
6	Whether the Bidder has submitted proof of minimum 3 years of experience (Period from April 2017 to March 2020) in providing "Security Manpower" in Central/State Govt. Agencies including PSU/Autonomous Organizations.	
7	Whether the bidder has experience of providing not less than 250 Security personals in last three years (from April 2017 to March 2020)	
8	<p>Whether the bidder should have the experience of completion of similar works, during last three financial years (1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2020) in a single Government Medical College/Government Hospital of National Importance.</p> <p>(i) One similar work of value not less than Rs. 10 Crore.</p> <p style="text-align: center;">Or,</p> <p>(ii) Two similar works each of value not less than Rs. 7Crore.</p> <p style="text-align: center;">Or,</p> <p>(iii) Three similar works each of value not less than Rs. 5Crore.</p>	

	Whether proof submitted.	
9	Whether the bidder has an annual average turnover of not less than 30 Crore (Rupees Thirty Crores) during the last 3 financial years in Security Services. If yes, whether certificate duly certified by the Chartered Accountant submitted	
10	Whether the bidder has not incurred any loss during the last 3 financial year and whether certificate duly certified by the Chartered Accountant submitted	
11	Whether Certificate regarding Net Worth of the Bidder during the last 3 financial year duly certified by the Chartered Accountant submitted	
12	Whether the bidder has PAN card issued by the Income Tax Department and whether copy of the same has been submitted	
13	Whether copies of Income-Tax Return of the last 3 financial years submitted	
14	Whether copy of solvency certificate of Rs. 1 crore issued by a any Nationalized Bank having validity of 12 months been submitted.	
15	Whether the bidder should have registration registered under Private Security Agencies (regulation) Rule, 2005 and should have valid license for carrying out security work in the State of Uttarakhand.	
16	Whether the bidder has License under Contract Labour (R&A) Act 1970 for any security contract OR whether furnish undertaking in the bid that the bidder shall apply, within 30 days from the date of award of contract, if yes, whether copy of the same has been submitted	
17	Whether the bidder has got valid EPF Registration number and whether copy of the same has been submitted	
18	Whether the bidder has got valid ESI Registration Number and whether copy of the same has been submitted	
19	Whether the bidder has got valid Goods & Service Tax Registration number and whether copy of the same has been submitted	
20	Whether Registration under Shops & Establishment Act for Office at Rishikesh or declaration regarding opening of office at Rishikesh within 15 days of award of contract submitted	
21	Whether the copy of ISO 9001:2008 or ISO 9001:2015 has been submitted.	
22	Whether Affidavit regarding that there are no ongoing criminal case/vigilance enquiry/labour disputes against the firm/Partners/Proprietor/Society/Director of the Company and he/she has never been convicted or punished by Hon'ble court of law has been submitted.	
23	Whether Affidavit regarding the bidder has not been debarred and or Blacklisted currently or on any previous occasion by any of the Central/State Government department/ Institutions/ Local Bodies/ Municipalities/ PSU/Public Sector Banks/Public Limited Company/Government Medical College/Government Hospitals/Autonomous bodies.	
24	Whether the bidder has submitted a declaration that no agent, middleman or any intermediary has been or will be engaged to provide any services and no agency commission or any payment which may be construed as an agency commission has been or will be paid.	

**Signature of the Tenderer  
(Name and Address of the Tenderer)**

**Form B**

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL  
BIDDER  
RTGS / National Electronic Fund Transfer (NEFT) Mandate  
Form**

1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No.	
	i) NEFT/IFSC Code	
	g) RTGS Code	
	h)Type of Account	
	j) Account No.	
4	Email id of the Bidder	
5.	Complete Postal Address of the bidder	

**Bid Security Declaration**

(Reference: clause 16 of this tender)

**(On Letterhead of the Bidder)**

I/we undertake that in case, I/we withdraw or modify the bid during the period of validity on or being awarded the contract, I/we fail to sign the contract or to submit the performance Security before the deadline defined in the request for bid document.

I/we will be suspended for the period of 1 year as specified in the request for bid documents, from being eligible to submit bids for contracts with AIIMS, Rishikesh.

**Date:**

**Place:**

**Signature of the Tenderer  
(Name and Address of the Tenderer)**

### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form

of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWG/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be



displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

**Digital Certificates:**

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**ASSISTANCE TO BIDDERS**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

**Documents to be uploaded with Technical Bids**

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:-

- i. Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
- ii. Scanned Copy of EMD must be uploaded.
- iii. State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).
- iv. Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & different person other than proprietor.
- v. Is the bidder having License RLC of Uttarakhand, if yes please provide the copy of License. If not, than undertaking (on letter head) for providing the same within 30 days from the award of work.
- vi. Is the bidder registered under Employee's Provident Fund (EPF)? If yes, please mention Registration No. And attach proof there to.

- vii. Is the bidder registered under Employee's State Insurance (ESIC)? If yes, please mention Registration No. And attach proof there to.
- viii. Is the bidder registered under GST Tax Act? If yes, please mention GST Registration No. And attach proof there to.
- ix. PAN No.(Please attach copy).
- x. Please attach copies of return of Income Tax for last three financial years (2017-2018, 2018-2019and 2019-20).
- xi. Please attach Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years (2017-2018, 2018-2019and 2019-20).
- xii. Please attach certificate duly signed by the statutory auditor stating that the Average Annual Turnover of bidder in the last three financial years (2017-2018, 2018-2019and 2019-20) is not less than ₹ 30.00 Cr.
- xiii. Please attach certificate duly signed by Statutory auditor stating that the Average of the ratio of PAT to Turnover for the last three financial years is more than 1.5%
- xiv. Please submit on company/firm letter head that:-
  - (i) No case is pending the police against the Proprietor/partner or the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
  - (ii) proprietor/firm has never blacklisted by any organization.
- xv. Duly filled Form–A& B.
- xvi. Valid ISO 9001 certificates
- xvii. The bidder should have their registered office / branch in Rishikesh. If not, than undertaking (on letter head) for providing the same within 30 days from the award of work.
- xviii. The tenderer should submit an undertaking on their letter head that “any complaints towards non- payment of wages, other liabilities & statutory obligations will be received by Administration will be paid by AIIMS Rishikesh& same will be deducted on monthly bills/Performance Security & also lead to strict administrative action against the contractor as per extent Rule of Govt. of India.
- xix.** Any other document as specified in the tender document.

