

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

RISHIKESH-249203

TENDER NO.24/RT/Security/119/2016-RISH (Admin.)

Dated :31-03-2017



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NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

AT ALL INDIA INSTITUTE OF MEDICAL SCIENCES

RISHIKESH

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**TENDER COST: Rs. 2,000/-****VAT: Rs. 290/-****TOTAL: Rs 2290/-****ALL INDIA INSTITUTE OF MEDICAL SCIENCES****RISHIKESH****(Forwarding Letter/Undertaking)****(SCHEDULE-'A')**

Sr. No. of Tender	
File No.	24/RT/Security/119 /2016Rish(Admin)
Subject	For providing Security Services for 12 Months at AIIMS, Rishikesh
Name of the party in whose favour the Tender form has been issued	All India Institute of Medical Sciences, Rishikesh

The Director,**All India Institute of Medical Sciences,
Rishikesh - 249203****(SEAL OF THE OFFICER)**

Dear Sir,

1. I/We hereby submit our documents against the above tender for deployment of security agency for providing security services for 12 months at AIIMS, Rishikesh 249203.
2. I/We now enclosing herewith the FDR/CD/Term Deposit Receipt _____ dated _____ for Rs. 10.00 Lakhs drawn in favour of "AIIMS, Rishikesh" towards EMD/Bid Security. (Tender not accompanied with EMD/Bid Security along with Techno Commercial Bid (Part-I) shall be summarily rejected).
3. I/We have gone through all terms and conditions of this tender before submitting 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 initiated.
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 may be forfeited and our/my name may be removed from the list of contractors at the AIIMS, Rishikesh-249201.

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 alongwith 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.**

2. WITNESS WITH FULL ADDRESS & PHONE NO.

3. WITNESS WITH FULL ADDRESS & PHONE NO.

Signature of bidder

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



SECURITY ESTABLISHMENT

NOTICE INVITING TENDER FOR SECURITY SERVICES

The Director, AIIMS, Rishikesh invites sealed tenders under Two-Bid system from reputed security agencies, having capacity to provide integrated security services with required number of uniformed trained manpower alongwith necessary electronic and other surveillance equipments for maintaining the security at the AIIMS, Rishikesh for a period of 12 months through open tendering system.

Name of work & file reference	Tender cost (in Rs.)	EMD/Bid Security (in Rs.)
Deployment of Security Agency for providing security services for 12 months at AIIMS, Rishikesh (Two-Bid System)	Rs.2290/-	Rs.10.00 lakhs

Estimated Cost: Rs. 03crores (approx.) for one year

The tender form shall be available on AIIMS, Rishikesh website (www.aiimsrishikesh.edu.in) from where it can be downloaded and a demand draft of Rs 2290/- (Rupees two thousand two hundred Ninety 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 upto 24-04-2017 at **03.00 P.M** 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 24-04-2017 at **03.30 PM** 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.

The pre-bid conference will be held on **10-04-2017** at **03:00 PM** in Tender Office All India Institute of Medical Sciences, Rishikesh.

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**INSTRUCTIONS TO BIDDERS****1. General:-**

- 1.1 The present tender is being invited for integrated Security Services under which the service provider shall provide a zero tolerance and comprehensive security system against danger/damage/loss to property/life, criminal activities and to maintain discipline for discharge of the responsibilities of a public service organization dealing with medical services, education and research. This would involve deployment and control of trained, uniformed manpower, electronic and other surveillance systems and any unforeseen requirement that may become necessary to provide security. The bidder shall provide security of building/s, equipment/s, material/s and staff working at the AIIMS, Rishikesh or departments or Institute and also the patients, their attendants and their belongings. This particular tender covers the scope of work mentioned in Annexure-II.

2. Eligibility Criteria:-The eligible Bidders need to fulfill the following:-**2.1**

- I. They should be providing similar kind of work for at least five consecutive years in any of the Departments/autonomous Institutions/universities/Public Sector Undertakings of the Governments of India or any state Government or Public Sector Organization or Local Bodies/Municipalities out of which at least two years in a Medical Institute.
- II. Should have an annual average turnover of not less than Rs.3Crore (Rupees three crore) during the last three financial years (i.e. 2013-14, 2014-15 & 2015-16) in the books of accounts.
- III. Should be registered with Uttarakhand Government under Private Security Agencies (Regulation) Rule, 2005.
- IV. The bidder should have experience of deployment of 250 Security Guards or more in one Institution at a time.

2.2 The bidder should have the experience of completion of similar works, during last three years, in any of the Departments/autonomous Institutions/universities/Public Sector Undertakings of the Governments of India or any State Government or Public Sector Organization or Local Bodies/Municipalities or any Medical Institution as follows:-

- a) Three similar completed works, each, costing not less than Rs.1,20,00,000/-; or
- b) Two similar completed works, each, costing not less than Rs.1,50,00,000/- ; or
- c) One similar completed work costing not less than Rs.2,40,00,000/-.

Note:-

1. **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.**
2. **In case the completed work were of composite nature (Housekeeping/Facility Management and Security), then specific split up of financial quantum used for security & surveillance system only, shall be considered.**
3. **Completed work shall mean work under one contract with extension/s. Work considered should either have been completed/**
4. **Concluded or should have been more than one year old live contracts with extension/s, if any. In case of running contract, value of payment received till date of issue of certificate shall be the qualifying amount.**
5. **Similar nature of work shall mean providing security, surveillance and maintaining discipline and separation of threats against Assets.**

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TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**3. General Instructions:-**

- 3.1 In the case of partnership, 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.
- 3.2 (a) Memorandum of understanding/partnership deed shall be provided in case the bidder is a partnership.
(b) One of the members of the partnership, 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.
- 3.3 Bidder shall submit a copy of PAN Card No. under the Income Tax Act.
- 3.4 Bidder must submit copies of all documents required, duly self attested, alongwith technical bid or the tender.
- 3.5 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 the 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.
- 3.6 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.
- 3.7 No request for change of name by the tenderer once sealed bids are received, shall be entertained.
4. **One Bid per Bidder:-** 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.
5. **Cost of Bid:-** 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.
6. **Visit to Department :-**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.
7. **Tender Documents:-**
- 7.1 The tender document comprises of:
- Forwarding letter/undertaking (Schedule- 'A')
 - Notice of invitation of Tender.

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- c. Price bid.
- d. Terms and Conditions
- e. Tender form of providing security services (Annexure-I)
- f. Scope of Work (Annexure-II)
- g. Check list for technical evaluation (Annexure-III)
- h. Undertaking (Annexure-IV)
- i. Form of Agreement (Annexure-V)
- j. Form of Bank Guarantee as Performance Bank Guarantee (Annexure-VI)
- k. Price Bid for security services (Annexure-VII)

7.1.2 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.

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

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

7.2.1 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 the Administrative Officer, AIIMS, Rishikesh before submitting his/her bid

7.2.2 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 AIIMS, Rishikesh web site only and issued bid document shall stand corrected /detailed to that extent.

7.2.3 A write up and plans etc. showing the methodology proposed to be adopted by tenderer for administering the comprehensive security/surveillance system as per scope of work. The tenderer should clearly work out performance indicators for monitoring the quality of output. The tenderer can enclose presentations (Hard as well as soft copy) for the proposal.

7.2.4 Except for any such written clarification by the 'AIIMS, Rishikesh', which is expressly stated to be an addendum to the tender document issued by the office of the Administrative Officer, AIIMS, Rishikesh no written or oral communication, presentation or explanation by any other employee of the department shall be taken to bind or fetter the AIIMS, Rishikesh under the contract.

8. Preparation of Bids

8.1 **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.

8.2 **Documents comprising the bid:-** Tender document issued for the purpose of tendering as described in clause 7.1 and any amendments issued shall be deemed as incorporated in the bid.

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- 8.2.1 The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the tender.
- 8.2.2 One copy of the tender document and addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 8.2.3 (i) The bidder shall deposit bid Security i.e. Earnest Money Deposit (EMD) for an amount of Rs. 10 Lakhs (Rupees ten lakhs only) in lumpsum in the form of FDR/CD/Term Deposit Receipt from a commercial bank into the prescribed form in favour of AIIMS, Rishikesh payable at Rishikesh alongwith the tender document. The EMD shall remain valid for a period of six month.
- (ii) Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity including extension of validity, if any, and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.
- 8.2.4 EMD in any other form or the FDR/Term Deposit Receipt for a period less than six month or amount less than Rs. 10,00,000/- shall render the bid liable for outright rejection.
- 8.2.5 The bid shall be addressed to the Director, All India Institute of Medical Sciences, Rishikesh and submitted in the Tender office AIIMS, Rishikesh within prescribed time.
- 8.2.6 The bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in clause.2.3.(a)(b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide security services.
- 8.4 **Form of Bid:-** The form of bid shall complete in all respects and should be duly signed and stamped by an authorized and empowered representatives of the bidder. If the bidder comprises a partnership firm, bid shall be signed by a duly authorized representative. Relevant power of attorney shall be attached.
- 8.5 **Currencies of bid and payment:-**
- 8.5.1 The bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 8.6 **Duration of contract:-** The Contract shall be valid initially for twelve month and extendable up to further one year subject to satisfactory performance after 12 months of assignment (as mentioned in notice) and the Director, AIIMS, Rishikesh reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years after stipulated period of completion of 12 months in case no extension is granted and new Tender is not finalized, the firm is required to work on same rate and conditions of existing contract up to two month or new contract is finalized, whichever is earlier.
- 8.7 **Bid Security:-**
- 8.7.1 (i) The Contractor shall deposit bid security (Earnest Money Deposit) for an amount of Rs. 10 Lakhs (Rupees ten lakhs only) in the form of an account of **Term Deposit Receipt, fixed deposit receipt from a commercial bank**, in favour of AIIMS, Rishikesh along with the tender document.

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(ii) Period for which the offer will remain valid: The tendering security service providers/ bidders should keep their offers valid for acceptance for a period of atleast one year from the date of the opening of technical bids. In the event that the day up to which the offer is to remain open is declared holiday for the AIIMS, Rishikesh, the offer shall remain valid for the following days. The AIIMS, Rishikesh has option to request to extend the validity of bids beyond the above mentioned period, for which the bidder has the option to agree.

8.7.2 Bid document not accompanied by bid security i.e EMD in the form specified herein shall be rejected.

8.7.3 Bid security of the successful bidder shall be returned on receipt of Performance Bank Guarantee by AIIMS, Rishikesh and after signing the contract agreement.

8.7.4 Bid security shall be forfeited if the bidder withdraws or modifies his bid during the period of tender validity.

8.7.5 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Bank Guarantee within the time frame specified by the department.

8.8 Format and signing of bid:-

8.8.1 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.

8.8.2 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.

8.8.3 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 initialed/signed and dated by the person or persons signing the bid.

9. Submission of bids:-

9.1.1 The bidder shall submit the technical bid and price bid in separate sealed envelopes cover duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with name of work, name of firm and date of opening of bid.

9.1.2 The sealed cover of technical bid should consist of the following documents:-

- (a) Bid security (Earnest Money Deposit) for an amount of Rs. 10 Lakhs (Rupees Ten lakhs only) in the form of an Account Term Deposit Receipt or Fixed Deposit Receipt from a commercial bank, into the prescribed forms as provided in Annexure V, in favour of the AIIMS, Rishikesh.
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office and Residential address and office telephone numbers, Fax No. whether the tenderer is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also.

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- (c) Self attested copy of PAN No..
- (d) Self attested copy of service tax registration number.
- (e) Self attested copy of valid registration No./Incorporation document of the Agency/Firm.
- (f) Self attested copy of valid provident fund registration number.
- (g) Self attested copy of valid ESI registration number.
- (h) Proof of average annual turnover as stated in clause 2.1 (ii) supported by audited Balance Sheets/certification of Chartered Accountant.
- (i) Proof of experience as stated in Clause 2.3 supported by documents from the concerned organization.
- (j) License under, Private Security Agency (Regulation) Rules, 2005 issued by the controlling authority under Government of Uttarakhand or applied for acknowledgement alongwith under-taking as specified in clause 2.1 (iii).
- (k) Complete tender document with all annexure duly filled and signed.(EXCEPT ANNEXURE-VIII which is NOT to be enclosed with the technical bid.)
- (l) Copy of partnership deed in case.

9.1.3. The sealed cover of Price bid should contain Annexure-VII i.e. Price Bid in original and a duplicate copy of the same to be kept in single envelope duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the Director, AIIMS, Rishikesh and will be put in the tender box which is available in the Tender Office, AIIMS, Rishikesh.

9.1.5. The tender shall remain valid and open for acceptance for a period of one year from the last date of submission of tender.

9.2 Late and delayed tenders:-

9.2.1 Bids must be received in the AIIMS, Rishikesh at the address specified above not later than the date and time stipulated in the NIT. The AIIMS, Rishikesh may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the AIIMS, Rishikesh and the bidder will be the same.

9.2.2 Any bid received by the department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid opening and evaluation:-

10.1.1 The authorized representatives of the AIIMS, Rishikesh will open the technical bids in the presence of the bidders or of their representatives who may choose to attend at the appointed place and time.

10.1.2 The bid of any bidder who does not meet 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 AIIMS, Rishikesh. Technical evaluation of only eligible bids shall be carried out.

10.1.3 Incomplete/conditional bids will also be summarily rejected.

10.1.4 Pre-bid conference shall be held on an appointed day to be notified before the last day of receipt of bids.

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- 10.2.1 The AIIMS, Rishikesh is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2 The AIIMS, Rishikesh may reject/terminate the bid/contract if it is found that the contractor is black listed on previous occasions by any of the Departments/Institutions/ Local Bodies/Municipalities/Public Sector Undertaking etc.
- 10.2.3 The AIIMS, Rishikesh may reject the bid in the event that if the bid is accepted but the successful bidder fails to furnish the Performance Bank Guarantee or fails to execute the contract agreement. In such an eventuality, Earnest Money Deposited shall stand forfeited

11.1. Award to contract:-

- 11.1.1 The AIIMS, Rishikesh will award the contract to the successful bidder after evaluation whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2 The AIIMS, Rishikesh will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which the AIIMS, RISHIKESH will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3 The successful bidder will be required to execute an agreement in the form specified in Annexure-V within a period of one week from the date issue of Letter of Award. But before the work is taken up for execution.
- 11.1.4 The successful bidder should submit the security deposit in shape of Performance Bank Guarantee of an amount of Rs. 15 Lakhs (Rupees fifteen lakhs only) in the form of an account of **Term Deposit Receipt, fixed deposit receipt from a commercial bank or Bank Guarantee from a commercial bank** into the prescribed form (as per annexure VII), in favour of AIIMS, Rishikesh at the time of executing agreement within one week from the issue of letter of award. The awardee should submit the 'Fidelity Bond' through an insurance company for a period of three month wages failing which his bid security will be forfeited. The execution of work will be started after receipt of the Performance Bank Guarantee, Agreement and Fidelity Bond. On the request of the bidder(s), the EMD can be adjusted with security deposit required to submit.

TERMS AND CONDITIONS OF SECURITY CONTRACT

1. The work shall be executed as per the scope of work defined in Annexure – II of this document.
2. (i) The service provider shall be responsible for the safety and security of all property and equipments of AIIMS, Rishikesh.

(ii) Adequate supervision by deploying supervisors as per Private Security Agencies (Regulation) Act, 2005/need of the Institute shall be provided to ensure optimal

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performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties (represented by authorized persons). In order to exercise effective control & supervision over the staff of the service provider deployed, the supervisory staff will patrol their areas of responsibility.

3. The staff engaged by the service provider shall be available at all the times 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 provided to ensure correct performance of the said security services in accordance with the prevailing assignment/Instructions agreed upon between the two parties.
4. The service provider shall be responsible to provide immediate replacement of any staff who is not available for duty at the place of posting.
5. 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.

6. **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:-
 1. 2% (two percent) of cost of order/agreement per week up to four weeks delays in commencement of the work.
 2. 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 in point 6(b) 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) & polished leather shoes, failing which the agency shall invites 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.

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- (e) In case any public complaint is received attributable to misconduct/misbehavior/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 services 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, 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.
7. (a) The service provider 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/Gratuity etc. with regard to the personnel engaged by him for Security Services. It will be the responsibility of the service Provider to provide certified details of manpower deployed by him on monthly basis in the 'AIIMS, Rishikesh' and to the Labour Department in appropriate format by 3rd of the succeeding month. The default shall attract a penalty at the rate of 2% (two percent) per month on the monthly wage bill of the concerned month.
- (b) The service provider shall issue EPF pass book & ESI Card within 60 days of the award of work to every worker and 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. The cost of pass books shall be borne by the service provider.
- (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 acknowledgments 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.
8. 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. As far as EPF is concerned, the service provider will deposit the PF contribution with the Regional Provident Fund Commissioner, Dehradun against a sub-code acquired from the office of the Regional Provident Fund Commissioner, Dehradun through challan or separate cheque issued by AIIMS Administration and submit the acknowledgment of payment so deposited to the AIIMS, Rishikesh or as per instruction

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issued by EPFO from time to time. The service provider will be duty bound, in accordance with ESI act and will get the ESI cards issued by the competent authority in respect of all employees deployed by him and furnish ESI numbers to AIIMS, Rishikesh. Default on the part of the service provider will attract penalty as provided in clause 7(a).

9. 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.
10. Service provider shall provide the uniform to the workers free of cost before the deployment of the personnel. In case of violation a penalty of Rs. 500/- per day shall be imposed.
11. The Director, AIIMS, Rishikesh shall have the right, without assigning a reason, to have any person removed, who is considered to be undesirable or otherwise and similarly Service provider reserves the right to change the staff with prior intimation to the AIIMS, Rishikesh.
12. The service provider shall not engage any sub-contractor or transfer the contract to any other person in any manner.
13. The service provider will deploy supervisors as per Private Security Agencies (Regulation) Act, 2005/ need of the Institute after discussion and consultation with the authorized representative AIIMS, Rishikesh. The Supervisor/s shall be required to works as per the instruction of the authorized personnel.
14. The personnel on duty have to report at least 15 minutes in advance from the time of 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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

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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.

20. Procedure for release of payment

(a) The service provider shall pay wages to its workers/workmen latest by 7th of the respective month before submitting his claim for reimbursement as per this contract agreement. 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 reimbursement by 3rd 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 claim for re-imbursement of bill must be supported by proof of service provider having deposited EPF contribution in code no. provided by AIIMS, Rishikesh and ESI and service tax 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.

(d) The service provider shall open Bank Account in any Nationalized/Scheduled at Rishikesh within 15 days of commencement of contract and maintain it until the duration of the contract under intimation to the Sr. Administrative Officer.

(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 service provider shall deploy at least 276 (Two hundred seventy six) personnel (copy of break up enclosed) as per present requirement, the minimum manpower specified in the schedule of quantities. In case more security personnel is required, the service provider shall provide the additional personnel at the same rate which applicable on similar categories of the aforesaid 276 security personnel subject to prior written approval from representative of AIIMS Rishikesh for this purpose.

(h) 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, EPF & ESI only

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and will be paid only for number of manpower deployed for the work by the Service Provider.

(i) 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.

(j) 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.

(k) 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 charge
- 3rd instance and onwards - Termination of contract on immediate notice
- Non payment with penalty will entail forfeit of security

21. 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 re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
22. 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.
23. "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.
24. 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/death of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.

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25. 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’.
26. 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.
27. 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.
28. 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.
29. The bidder must be registered with the Labour Department under Contract Labour (R&A) Act 1970 in addition to other statutory applicable registration.
30. 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.
31. The service provider shall not hire personnel with dubious/criminal records and shall submit police verification of each worker to the Security Officer.
32. 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.
33. The AIIMS, Rishikesh shall not be responsible for providing residential accommodation to any of the personnel of the service provider.
34. The ‘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.

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35. 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 AIIMS, Rishikesh on receipt of notice there to or it shall be recovered from the service provider along with costs incurred.
36. 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.
37. 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.
38. 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:
- (a) Torches (10 Nos)
 - (b) Short Lathies (50 Nos.)
 - (c) Telescopic Extension View Mirrors (3 Nos.)
 - (d) Hand held Metal Detectors (10 Nos.)
 - (e) Door Frame Metal Detectors (3 Nos.)
 - (f) Hand Held Search Lights (5 Nos.)
 - (g) Gun with Licence (12 Nos)
39. 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 charged.
40. 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.
41. 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.
42. 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

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- 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.

43. 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.
44. The service providing agency shall not employ any person below the age of 21 years and above the age of 50 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.
45. 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.
46. Security staff other than ex-servicemen shall be minimum matriculate.
47. Security supervisor shall be preferably of minimum rank of Ex-JCOs or equivalent in Police/Paramilitary force or with 5 years experience as security supervisor in a reputed organization.
48. The contracting agency shall employ preferably at least 15% manpower from the category of ex-servicemen not above the age of 60 years. The service provider shall provide honorable 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.
49. 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.
50. Security staff engaged by the service provider shall not take part in any labour union and association activities.
51. The service provider shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathies/battons and other equipments to the security staff, stationery for writing duty charts and register at security check points and record keeping as per requirements.
52. The service provider should have round the clock control room service in AIIMS, Rishikesh, along with quick response teams to deal with emergent situations.

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53. Effective round the clock manning of control room should be ensured by the service provider.

54. **Jurisdiction of Court:-** The courts at Rishikesh/Dehradun shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**ANNEXURE-I****ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RISHIKESH****SECURITY ESTABLISHMENT**

F. No. 24/ /2016-RIS (Admn.)/

Dated:

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Cost of tender: :Rs. 2290/- (Rs. Two thousand two hundred and ninety only)

Affix duly Attested P.P. size recent photograph of the prospective bidder
--

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

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)

- (a) Amount : _____
(b) FDR or TDR No. or Bank : _____
Guarantee in favour of AIIMS,
Rishikesh.
(c) Date of Issue : _____
(d) Name of Issuing authority : _____

14. Any other information : _____

15. Declaration by the bidder : _____

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 abide by them.

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

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**ANNEXURE-II****ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RISHIKESH****SECURITY ESTABLISHMENT**

F.No.24/ Security/ /2016-RIS (Admn.)/

Dated:

SCOPE OF WORK OF THE SERVICE PROVIDER

The service provider shall have to provide a zero tolerance and comprehensive security services for the AIIMS, Rishikesh. The estimated cost of tender is Rs. 02 crore (Rupees two crore) only for one years. 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 behavior.**

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.

DUTIES AND RESPONSIBILITY OF CONTRACTUAL SECURITY STAFF**Security Supervisor**

1. The Security Supervisor of particular area/building shall be responsible for overall security arrangements of the concerned area and building. That supervisor shall have a day to day interaction with Head of the Department / Officer Incharge of the area to give a feed back 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.

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6. Security Supervisor will also take round of all important and sensitive points of the building/area as specified by the authorized officers/officer incharge 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 need 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 Incharge 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/cattles 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.

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TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**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 equipments of his area. In case he observe 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 equipments/fire panels/tools kept at Fire Control Room/where his duty assigned.
6. He shall participate in all parade, drills, practices and training programme as detailed by Senior Officer.
7. He shall keep himself familiar with the topography of the Institute/Hospital/especially, fire fighting 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 informed 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

Security Guards

1. Security guard shall make sure that no vehicle will allowed to be park 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

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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.

Gunman

15. He shall always be properly dressed up, in his uniform as prescribed, and be alert with his gun during his duty hours.

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16. He shall normally work in shift and performed his duty at his assigned area (main gates, OPD gate, IPD gate etc.).
17. He shall report 15 minutes before for duty and will do proper handing and taking over with the outgoing Gunman.
18. 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.
19. 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.
20. He shall also assist the Security Guards in smooth discharging of their duties.
21. 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.
22. He will make sure that the property of AIIMS, Rishikesh shall not be taken out without proper gate pass.
23. He will make sure that the gun under his charge remains functional and sufficient bullets are always available with him during duty hours.
24. He shall always be polite with the visitors, staff, patients and patient's attendants.
25. He shall participate in all parade, drills, practices and training programme as detailed by Senior Officer.
26. He shall keep himself familiar with the topography of the Institute/Hospital.
27. He shall not allow any person to smoke in his area.
28. All the Gunmen should take their tea, meals, etc. at their respected duty post
29. 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.

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**ANNEXURE-III**

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RISHIKESH

CHECK LIST FOR TECHNICAL EVALUATION

Sr. No.	Documents asked for	Page number at which document is placed
1.	Bid security (EMD) of Rs. 10.00 Lakhs (Rupees ten Lakhs only) in the form of DD/FDR/TDR/CD . Issued by any scheduled commercial bank in favour of AIIMS, Rishikesh payable at Rishikesh valid for a period of one year.	
2.	One self-attested recent passport size photograph of the authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a stamp paper of Rs. 100/- (Rupees one hundred only) as per format prescribed in Annexure-IV).	
4.	Self attested copy of the PAN card issued by the Income Tax Department with copy of Income Tax Return of the last financial year.	
5.	Self attested copy of service tax registration No.	
6.	Self attested copy of valid registration No. of the firm/agency	
7.	Self attested copy of valid Provident Fund Registration number.	
8.	Self attested copy of valid ESI registration No.	
9.	Self attested copy of valid licence under Private Security Agency (Regulation) Act, 2005 issued from Government of Uttarakhand or applied for acknowledgment alongwith undertaking as specified in clause 2.1(iii)	
11	Proof of experiences as specified in clause 2.3 of NIT alongwith satisfactory performance certificates from the concerned employers.	
12	Annual returns of previous three years supported by audited balance sheet/certification of Chartered Accountant (clause 2.1 (ii) of NIT)	
13	Manpower on Roll (EPF/ESI return sheet for guards and salary statement for other staff to be enclosed)	
14	No. of supervisory civilian/Ex-Military/Ex-Paramilitary personnel	
15	Proof of experience of deployment of 276 Security Guards or more in one Institution at a time.	
16	Any other documents, if required	

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

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**ANNEXURE-IV****(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, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Gratuity, Leave, Relieving Charges, Uniform and allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Ministry of Labour or any other law enacted by the Govt. of India and accepted by the Government of Utrakahand 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.

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**ANNEXURE-V****All India Institute of Medical Sciences
Rishikesh**

F. No. 24/security/ /2016 (RIS) Admin

FORM OF AGREEMENT

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

DRAFT AGREEMENT FORMAT

This agreement is made at Rishikesh on the _____ day of _____ Two thousand Sixteen between **Director**, All India Institute of Medical Sciences, Rishikesh, **acting through Sr. Administrative Officer, AIIMS, Rishikesh, having its office at AIIMS, Virbhadra, Rishikesh-2492013** hereinafter 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 Part**.

Second Part

M/s _____ having its registered office at -

(Hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Security Services for AIIMS, RISHIKESH at Rishikesh on the terms and conditions stated below:

1. 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 Security personnel deployed in AIIMS, RISHIKESH. The '**Client**' shall have no liability in this regard.
2. 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.
3. Notwithstanding anything contained in this agreement, any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the '**Client**' reserves its right to impose the following penalty after due opportunity of hearing. At first instance of non-compliances, 2% deduction of monthly payment penalty will be impose. For subsequent incident it will be 5% deduction of monthly payment. If it is found that agency is continuously violating the terms & condition of the contract for more than 03 times, the said contract may be Terminated by forfeiting the security Deposit.
6. Security Deposit of an amount of Rs _____ /- (Rupees _____ only) (refundable without interest after two months of termination of contract subject to other provisions for deduction/forfeiture) in the form of FD/CD/TD shall be furnished by the '**Agency**' at the time of signing of the Agreement.
7. The '**Agency**' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in AIIMS, RISHIKESH site on or before 7th day of next month and also responsible for fulfillment of all statutory obligations. The agency further undertakes that, unless otherwise provided under

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)

any law terms of this agreement no deduction shall be made from the wages of its employees nor any money shall be demanded from such employees.

8 The Security 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' for deployment in AIIMS, RISHIKESH site.

9 There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Central Govt.

10 Any person who happens to be involved in any wrongdoing, indiscipline, creating nuisance or found in any anti-institutional activity at any point of time or having any criminal record must not be engaged by the Agency. The 'Agency' also agrees to comply with all Terms and Conditions of tender document and amendments thereto from time to time which are forming the part of this agreement.

11 Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'. Any waiver by the client shall not adversely affect the enforceability of any terms of this contract by the client at any point of time.

12 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 etc. of the 'Agency' in respect thereof, which may arise.

13 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 located at Rishikesh/Dehradun.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand sixteen and _____ shall be valid for 12 months.

IN WITNESS WHEREOF 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 'Agency'

[
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 'Agency'

(in presence of)

(in presence of)

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**ANNEXURE-VI****FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY****(Refer Clause 11, 1.4 of the NIT)****(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. _____ (Rupees in figures and words) (hereinafter called the “Contract”) to M/s _____ (Name of the service provider) (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).
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 stated 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 at least 12 months 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.

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)

- 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.

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: _____

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**Price Bid****For providing Security Service at AIIMS, Rishikesh.****ANNEXURE-VII**

The consolidated and all inclusive quoted rates should not contain the wages component less than the minimum wages of Govt. of India and the break-up as invited in the Financial Bid of the tender should contain the break –up in the following manner:

S. No.	Description	Supervisor and Gunman (Preferably Ex-Servicemen) Per unit/per day	Security Guard & Fire Guard (Preferably Ex-Servicemen) Per unit/per day	Total Monthly Expenditure
1	Basic wages plus variable Dearness Allowance (VDA) on per day (as per norms)			
2	ESI 4.75% (of basic+ VDA)			
3	EPF 13.36% (of basic + VDA)			
4	Firm's margin/profit charges (per unit/ per day) including expenditure on dress, equipment etc.			
5	Total (Per unit/ per day)	A	B	
6	Total (Per unit/ per day)	Ax59 =	Bx217=	

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)**Note:**

1. Rates quoted will include all statutory obligations of the Service Provider under EPF, ESI, Minimum Wages Act, Contract Labour (R&A) Act, weekly-off/replacement charges, cost of uniform, Identity cards, police verification etc of personnel deployed by the Service Provider/security equipments/ guns and their bullets, all kind of taxes, service charges, etc. of the agency.
2. The contract is initially for 12 months and extendable up to further 12 months of assignment subject to satisfactory performance.
3. The bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process.
4. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.**
5. Break-up of the rate may also be provided along with the copy of the central Govt. order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Central Govt. AIIMS, Rishikesh may ask to depute additional Security Guards as and when needed.
6. L1 will be decided on the basis of lowest total monthly expenditure. Quotation received in any other form would be rejected. In case two different agencies emerge as L1, award of work will be given to the firm who has lowest total per unit/per day for Security Guards and Fire Guards. If this is also same the L1 will be given to firm having higher turnover. Committee will have a right to negotiate with the payment of Gunman & Supervisor etc. with the firm who has emerged L1 for Security Guards.
7. L1 will not be decided on Service charge of 0% and will be treated non responsive bid as per Office Memorandum issued by Ministry of Finance, Government of India. Service charge will be consisting of Uniform, electronic equipments etc.
8. The Service provider is bound to give rotation to each employee as per minimum wages act.
9. The bidder shall give the total composite price inclusive of all applicable levies and taxes.
10. The bidder while quoting rate shall take into account the minimum manpower mentioned in clause No. 20 (g) of terms and conditions of the tender document
11. Conditional bids/offers will be summarily rejected. The offers of those bidders who do not meet the statutory requirements are liable to be rejected.
12. The bidder will not charge any extra cost from the security personnel's in any name whatsoever, including but not limited to registration, dress, appliances, tools etc.-

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

Signature of bidder

TENDER NO. 24/RT/Security/119/2016-RISH (Admin.)

The break of 276 security personnel sanctioned in the Para 20(g) of the Term & Conditions is as under:-

1.	Security Supervisor	:	24 No.
2.	Security Guard	:	210 No.
3.	Security Cum fire Guard	:	07 No.
4.	Gunman with gun and Sufficient bullets	:	35 No.
	Total	:	276 No. (Including weekly offs)

Signature of bidder