



## **TENDER DOCUMENT**

### **FOR**

### **Security Sevices at All India Institute of Medical Sciences Bhopal**

**Tender No.166: AIIMS Bhopal/Admin/Security Services/2014-15/01**

**Dated: 10.11.2014**

## **SCHEDULE OF TENDER**

|                                |          |   |
|--------------------------------|----------|---|
| <b>SALE OF TENDER DOCUMENT</b> | <b>:</b> | <b>10-Nov-2014</b>  |
| <b>PRE- BID MEETING</b>        | <b>:</b> | <b>20-Nov-2014 from 14.00 Hrs. Onwards, at the Board Room, First Floor, Medical College Building, Saket Nagar, AIIMS Bhopal-462020</b>      |
| <b>BID SUBMSSION</b>           | <b>:</b> | <b>05-December-2014 (Up to 14:00 Hrs.)</b>  |
| <b>BID OPENING</b>             | <b>:</b> | <b>05-December-2014 (At 15:30 Hrs.) Onwards, at the Board Room, First Floor, Medical College Building, Saket Nagar, AIIMS Bhopal-462020</b> |
| <b>TENDER DOCUMENT PRICE</b>   | <b>:</b> | <b>Rs. 1,575/-</b>  |
| <b>EARNEST MONY</b>            | <b>:</b> | <b>Rs 6.00 Lacs</b>   |



**TENDER**  
**FOR**  
**Security Sevices at All India Institute of Medical Sciences Bhopal**

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अखिल भारतीय आयुर्विज्ञान संस्थान  
**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**  
साकेत नगर भोपाल (मध्यप्रदेश) – 462020  
Saket Nagar, Bhopal (M.P.) – 462020

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**I. TENDER FORM FOR SECURITY SERVICES AT AIIMS BHOPAL**

Sealed quotations are invited from registered professional Security Agencies having experience of providing security services for three years during last five years in Large Educational/Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies for providing round the clock security services in the AIIMS Bhopal premises and its Residential complex located of Saket Nagar Bhopal.

Prescribed Tender documents containing Terms and Conditions can be obtained in person on submission of written request after payment of **Rs. 1,575/-** to Store Officer, Medical College Building, 1<sup>st</sup> Floor, AIIMS Bhopal on all working days between **9:00 am to 5:00 pm** The tender document can also be downloaded from the AIIMS Bhopal website [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) which should be accompanied by the requisite Tender cost of **Rs. 1,575/-** (Rupees One Thousand Five Hundred Seventy Five Only) in the form of demand draft/payable in favour of **DIRECTOR, AIIMS, Bhopal**.

Sealed Tenders duly filled up along with **Earnest Money of Rs. 6.00 Lacs (Rs. Six Lacs Only)** in the form of Demand Draft of any Nationalized Bank should be dropped in a Tender Box kept in the Office of **Store Officer** of AIIMS Bhopal till **14.00 hours. 05.12.2014** Technical bids of the Tender shall be opened on **05.12.2014** at **15.30 hours** in the conference Room, Administrative Block, 1<sup>st</sup> Floor Medical College Building, AIIMS Bhopal, Saket Nagar Bhopal in the presence of the Tenderers or their authorized representative who may wish to be present. In case Technical Bid opening date is declared a public holiday, tenders shall be received and opened as per above schedule on next working day.

The Director, AIIMS, Bhopal reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.

All subsequent corrigendum/amendment shall be published only on website and not in press for details of tender document please refer to our official website [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in)

**DIRECTOR**



## **II. ELIGIBILITY CRITERIA**

### **1. GENERAL :-**

The present tender is being invited for security services under which the contractor shall provide profess able Ex-Servicemen and others personnel to safeguard AIIMS Bhopal properties (i.e. building, equipments, materials) patient and staff working in AIIMS, Bhopal. The security agency shall also provide required number of civilian guards.

### **2. ELIGIBLE BIDDERS :-**

**2.1** All Security agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services for three years during the last five years as on 31.03.2013 (i.e. providing security services through Ex-servicemen/ Civil Guards) in Large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.

**2.2** The tenderer must have an average annual turnover of **Rs. 3.00 Crore (Rs. Three Crore)** during the last three Financial Years i.e. 2011-12, 2012-13 & 2013-14 duly certified by the Chartered accountant.

Copies of the following documents should be submitted along with the Technical Bid.

- (a) Audited Balance Sheet or Turnover certificate by Chartered Accountant of last three years i.e. 2011-12, 2012-13 & 2013-14.
- (b) Income tax statement of last three years.
- (c) Service Tax Registration certificate.
- (d) Self Attested Copy of PAN Card.
- (e) ESIC and EPF registration numbers/certificates.
- (f) Registration certificates under contract Labour (R&A) Act 1970.

All payments pertaining to, services tax, ESIC, EPF should have been paid up to date. Last One year details may be enclosed.



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1. Prospective tenderers are requested to send their queries, if any, and their comments on the contents of **Annexure 'B' & 'C'** of the tender documents to Administrative Officer latest ten days before the date of opening. A pre bid meeting shall be held to respond to the queries and comments on **Annexure -'B' & 'C'** of the tenderers on **20.11.2014** at **14.00 hours**. Amendment, if any, to the tender documents shall be sent to all purchasers of the tender documents,. Sufficient time shall be given for taking the amendment into account.
2. The tenderer should have the Registered /Branch Office in Bhopal.
3. The Tenderer should have sufficient employees on its rolls specifically trained for Security Services. Full list of the employees, viz., name, age, employee code, designation, experience in the field of Security Services., PF, ESI deduction and details etc. should be attached with the Technical Bid, document in support of Service Tax, ESI, EPF deduction and details of the health and safety measures the tenderer has taken for his workers should also be attached with the technical bid.
4. The tenderer should have minimum six years experience in doing similar nature of work and have successfully completed the same. Tenderer should submit the copy of the same.
  - (a) One similar work of value equal to **80%** of annual cost of work or more from any Govt./Semi-Govt./PSUs/Govt. Undertakings /Large Corporate Superspeciality Hospital's in last three years. OR
  - (b) Two similar works of value equal to **60%** of annual cost of work or more each from any Govt./ Semi-Govt. / PSUs / Govt. Undertakings / Large Corporate Superspeciality Hospital's in last three years. OR
  - (c) Three similar work of value equal to **40%** of annual cost of work or more from any Govt./Semi-Govt./PSUs/Govt. Undertakings/Large Corporate Superspeciality Hospital in the last three years.
5. Tenderer have to submit minimum three satisfactory completion certificates from the Clients/Employers in support, failing which the information is liable to be treated as invalid.
6. The bidder must have a valid license for security services only of the private security agencies (Regulation) Act, 2005.
7. The bidder should submit an attested copy of license for security services only under the Contract Labour (R&A) Act 1970 valid as on **31.03.2015** in respect of any employer(s) for whom the security agency is currently undertaking the work of providing security services through contract labour.



### III. INSTRUCTIONS TO TENDERERS

Eligible agencies are advised to visit the AIIMS Bhopal to get the on site assessment of the work on any working day between **10:00 am to 5:00 pm** by taking permission from the Director, AIIMS, Bhopal.

**A pre bid meeting shall be held in the AIIMS, Bhopal to clarify any queries of the tenderer on 20.11.2014 14.00 hours.**

1. The Tenders are to be submitted as per two bid system i.e.- **Technical Bid and Financial Bid.** The technical bid should contain the papers to fulfill all the eligibility criteria, certificate of experience, satisfactory performance certificate, undertakings as per instructions, work plan and list of the equipments, tools and tackles required for the job. Financial Bid should contain the rates quoted for the services to be provided as per instructions given in the tender document. Both the bids should be submitted in two separate sealed envelopes super scribed as "Technical Bid for "Security Services" and Financial Bid for "Security Services". Both sealed envelopes should be put in a third sealed envelope and should be super scribed " **Tender for Security Services at AIIMS Bhopal.** Sealed tenders be addressed to the Director, AIIMS, Bhopal. The completely filled Tender should be dropped in the Tender Box Kept in the office of the **Store Officer** by the stipulated date and time. No tender submitted or received after the closing date and time will be considered.
2. The declaration in the prescribed proforma (**Annexure -D**) should be submitted along with the Technical Bid.
3. The Technical Bid should be accompanied by an Earnest Money Deposit (EMD) of **Rs.6.00 Lacs. (Rs. Six Lacs Only)** in the form of Demand Draft from any scheduled Bank drawn in favour of Director AIIMS Bhopal payable at Bhopal. In the absence of EMD, the tender shall be summarily rejected. The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the performance security deposit. No interest is payable on the EMD.
4. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorised signatory.
5. The bid shall be valid for **90 days** from the date of opening.
6. The tenderer shall quote for all works failing which the bid shall be considered non responsive.
7. Tender incomplete in any form will be rejected outright. Conditional Tenders will be rejected outright.
8. The closing date and time for receipt of tenders will be **05.12.2014 14.00 hours.**
9. The tender shall be opened **on 05.12.2014 at 15.30 hours** conference hall in 1<sup>st</sup> Floor Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal in the presence of the authorised representative of the tenderer, who wish to be present at that time.



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All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.

**10.** No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand Forfeited.

**11.** In case the successful Tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.

**12.** A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.

**13.** The successful tenderer will have to deposit a Performance Security Deposit of 10% of total annual cost of the work by way of Bank draft /Fixed Deposit Receipt/ Bank Guarantee of scheduled bank in favour of Director AIIMS Bhopal as per the prescribed format attached as **Annexure -G** payable at Bhopal valid for 60 days beyond the expiry period of contract.

**14.** The successful Tenderer will have to deposit the Performance Security Deposit and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited. The Security Services is expected to commence around **First week of November 2014.**

**15.** Each page of the tender documents and papers submitted along with, should be **numbered signed and stamped** by the authorised signatory in acceptance of the terms and conditions laid down by the AIIMS, Bhopal.

**16.** The competent authority of AIIMS Bhopal reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the AIIMS.

**17.** The competent authority of AIIMS Bhopal reserves the right to reject all or any tender in whole, or in part , without assigning any reasons thereof.



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**IV. GENERAL TERMS AND CONDITIONS (GTC)**

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Institution and if any change is required behalf of Institution fresh list of staff shall be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005 and Minimum Wages Act, Contract Labour (Regulation and Abolition) Act 1970. EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the AIIMS Bhopal.
3. The antecedents of security staff deployed shall be got verified by the tenderer from local police authorities and an undertaking in this regard to be submitted to the Administrative Officer. The tenderer shall submit copies of the discharge books of ex-servicemen to administration, before their deployment.
4. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the AIIMS, Bhopal.
5. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
6. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises of Institution. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. Trolley mirrors will be used for the inspection of four wheelers/other vehicles.
7. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the AIIMS premises.
8. The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
9. That in the event of any loss occasioned to the AIIMS Bhopal, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the AIIMS, such loss will be made good from the amount payable to the contractor. The decision of the Director AIIMS Bhopal in this regard will be final and binding on the agency.
10. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, Security Officer in-charge or any other officer / committee nominated for this work will conduct the surprise check during the has visit to ensure that the arrangements made by the contractor is found in accordance to such directions, instructions issued





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from time to time which have been mutually agreed between to the parties.

**11.** The AIIMS Bhopal shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Director, AIIMS Bhopal.

**12.** The contractor shall be responsible to protect all properties and equipments of the AIIMS entrusted to it.

**13.** The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of **Rs.300/-** on each occasion. The penalty on this account shall be deducted from the Contractor's bills.

**14.** The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff/Patients/Attendants. The AIIMS Bhopal shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

**15.** The eight hours shift will normally commence from **8:00AM to 4:00 PM, 4:00 PM to 12:00AM, 12:00AM to 8:00AM**. But the timings of the shift are changeable and can be fixed by the AIIMS Bhopal from time to time depending upon the requirements.

**16.** The security personnel deployed by the Contractor shall work under overall supervision & direction of the AIIMS administration. The AIIMS administration shall specify the services of guards to be obtained in each shift.

**17.** The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the concerned In-charge of the Institute and other supporting documents. No other claim on whatever account shall be entertained by the AIIMS Bhopal. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

- a) Contractor shall pay their entitled wages by 10<sup>th</sup> of the following month. It shall not be linked to the payment of the bill from AIIMS Bhopal or need for the checking & verification, at their end.
- b) Payment to such workers must be made by the service providers through Cheque /Bank. To ensure this, service providers will get a bank account opened for every engaged worker.
- c) In order to ensure that such workers get their entitled wages by 10<sup>th</sup> of the following month, the following schedule will be adhered to:
  - i) Monthly bill cycle will be from 1<sup>st</sup> day of the previous month to last day of the month.
  - ii) Monthly bill as per above cycle, will be submitted by the service providers in first week of next month.



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- d) The service provider must ensure that entitled wages of the workers are credited to their bank account on the 10<sup>th</sup> of the following month,. Service provider will not be given any relaxation in this matter.
- e) While submitting the bill for the next month, the services provider must file a certificate certifying the following.
- i) Wages of workers were credited to their bank accounts on (date).
- ii) ESI Contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed).
- iii) EPF contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed).
- iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
- f) The service provider should submit the bill in accordance with the above time schedule.

18. Any damage or loss caused by contractor's persons to the AIIMS Bhopal in whatever form would be recovered from the contractor.

19. **The AIIMS Bhopal will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.**

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

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of **Rs. 200/-** per vacant point per shift be deducted from the contractors bill.

(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel,& is assessed as true by AIIMS Administration, a penalty or **Rs.500/-** for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Institute immediately.

(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Institution reserves the right to impose the penalty as detailed below:-

- i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
- ii) After four weeks delay the Institution reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.



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21. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.
22. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
23. If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the AIIMS for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the AIIMS Bhopal.
24. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the Institution, the Director AIIMS Bhopal shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).
25. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
26. The contractor shall indemnify and hold the Institution harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
27. **The security agency shall employ about 10 % manpower from the category of Ex-Servicemen not above the age of 55 years. The contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Institution. The security agency shall not employ any person below the age of 18 yrs. and above the age of 55 years. Manpower so engaged should be trained for providing security services and fire fighting services.**
28. **The bidder shall ensure to provide civilian female security guards in each shift in Emergency and wards and other wards of the Hospital on need basis.**
29. The bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Institution will be at liberty to get anybody re-examine in case of any doubt. Only physically fit personnel shall be deployed for duty.
30. Security staff engaged by the contractor shall not take part in any staff union and association activities.
31. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements



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32. Agency will provide mobile phone or other communications to each supervisor on duty and to 20% of security guards to ensure effective timely communication between them.
33. The AIIMS Bhopal shall not be responsible for providing residential accommodation to any of the employee of the contractor.
34. The AIIMS Bhopal shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The AIIMS does not recognize any employee employer relationship with any of the workers of the contractor.
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, it shall be recovered by the Institution from the agency.
36. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institution.
37. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the AIIMS etc.
38. The bidder will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
39. The bidder should have their own supervisory and quick response team in Bhopal to deal with any emergency situations.
40. The bidder is expected to examine all Instructions, Forms Terms and Conditions in the Tender Documents, failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of his bid.
41. The tender shall not make or cause to be made any alteration, ensure or obliteration to the text of the Tender documents.
42. **Duration of Contract:-**  
The period of contract may be extended by two year, one year a time after the sucessesfull / satisfactory completion of initial contract and based on the requirement of security services or requirement at that time or may be curtained / terminated before the contract period owing to deficiencies in service or substandard quality of security deployed by the selected company / form / agency. **Director AIIMS Bhopal** reserves the right to terminate this initial contract without assigning any reasons thereof at any time after given one week notice to the selected service providing company / form / agency.

shall be valid for One year subject to review after one year for satisfactory performance. **The Director AIIMS Bhopal** reserves the right to curtail or to extend the validity of contract for further period on the same terms & conditions.



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**43. FORCE MAJEURE**

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

**44. Right to accept any Bid or reject any or all Bids :-**

**44.1** The Director AIIMS Bhopal is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason

**44.2** The Director AIIMS Bhopal may terminate the contract if it is found that the contractor is black listed during last 5 years by the any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.

**44.3** The Director AIIMS Bhopal may terminate the contract in the event the successful bidder fails to furnish the Security Deposit/Performance Security or fails to execute the agreement within specified period.

**45 Award of Contract :-**

**45.1** The Director AIIMS Bhopal will award the contract to the successful evaluated bidder 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.

**45.2** In case more than one price bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation by committee constituted by the Director AIIMS Bhopal. The committee shall decide after verifying the premises, infrastructure, training facility and years of experience etc.

**45.3** The successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted (hereinafter and in the condition of contract called the “Letter of Award”)

**45.4** The successful bidder will be required to execute a agreement within a period of 2 weeks from the date of issue of Letter of Award until extended by the Director AIIMS Bhopal up to a maximum of another two weeks.

**46.** The offers/bids which are not in consonance of Minimum Wages Act and any other Labour laws will be treated as invalid.



**47. OBLIGATION OF THE CONTRACTOR :**

The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

**48 Dispute Resolution**

a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director AIIMS Bhopal.

b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhopal.

**49. JURISDICTION OF COURT**

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



**V. SCOPE OF WORK OF THE SECURITY AGENCY**

The contractor shall have to provide round-the-clock security services in the AIIMS Medical College Building, Ayush Building, Girls Hostel, Boys Hostel, Hospital Complex, Residential Complex located at Saket Nagar, Bhopal.

The agency shall ensure protection of the patients, personnel & property of the Institute, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the campus of the AIIMS Medical College Building, Ayush Building, Girls Hostel, Boys Hostel, Hospital Complex, Residential Complex etc. In case of any incident such as theft, robbery, fight, accident inside AIIMS Campus, it is the responsibility of Security agency to coordinate with AIIMS Security Officer in lodging of FIR, legal proceeding etc.

**DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

1. The Security Agency will be responsible for overall security arrangements of the Medical College Building, Ayush Building, Hospital Complex, Girls Hostel, Boys Hostel & Residential Complex etc located at Saket Nagar, Bhopal.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Director / His representative for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the AIIMS Bhopal from time to time and the security agency will be responsible for their optimum utilization.
5. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
6. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
7. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
8. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
9. In emergency situations, security staff/supervisor/deployed shall also participate as per their role defined in the disaster plan, if any, of the AIIMS Security personnel should be sensitized for their role in such situations.



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- 10.** The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly persons. The Security Guards shall also assist the handicapped patients/visitors in reaching their desired locations, and also provide assistance to the serious patients, senior citizens & children's, in reaching casualty or other desired department/location.
- 11.** The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 12.** Any other duties/responsibilities assigned by the Institution Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
- 13.** The parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the Security agency through the Security staff, and on the visit of any Govt. Dignitaries like Governor, Ministers, Defence Chief, Eminent Scientist, Noble Laurates etc. salute ceremony (Guard of Honour) shall be organized on behalf of Security agency (if required).





**VI. RESOURCES REQUIREMENT**

**THE CONTRACTOR HAS TO PROVIDE THE FOLLOWINGS:**

| S.N | Description  | Number required (Mandatory) | Penalty charges per week in case of non availability of equipments/tools (in Rs.) |
|-----|--|-----------------------------|---|
| 1   | Cycle  | 05 Nos.                     | 100/-   |
| 2   | Search light (with the range of 100 mtr for night survielence)             | 10 Nos.                     | 200/-   |
| 3   | Traffic warning lights   | 05 Nos.                     | 100/-   |
| 4   | Luminious jacket   | 04 Nos.                     | 200/-   |
| 5   | Rain coats   | 06 Nos.                     | 100/-   |
| 6   | Umbrellas  | 06 Nos.                     | 50/-  |
| 7   | Mobile phone for Medical College, Hospital Building & Housing Complex etc. | 20 Nos.                     | 200/-   |
| 8   | Trolley mirror   | 02 Nos.                     | 200/-   |
| 9   | Shirt & Trousers, Cap Shoes, Belt, Name Tag, each Security Staff posted.   | For all guard               | 200/- (per day/ per guard)  |
| 10  | Woolen jacket (for winter season)  | For all guards              | 200/- (per day/ per guard)  |
| 11  | Metal Detectors  | 06 Nos.                     | 500/-   |
| 12  | Alcoholic Detectors  | 03 Nos.                     | 200/-   |
| 13  | Battens or Rules   | For all guards              | 50/-  |
| 14  | Gum boots  | 06 Nos.                     | 50/-  |
| 15  | Whistles   | For all guards              | 10/-  |

**The number of items given above is to be maintained at site hence the necessary stand by arrangement of equipments, materials shall be the contractors responsibility. Any shortage in the above if observed at site the necessary penalties will be imposed.**



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**MAN POWER REQUIREMENT :**

| S.No. | Manpower description  | Qualifications & experience   | Nos.     |
|-------|-----------------------|---|----------|
| 1     | Supervisors (Skilled) | Graduate having minimum 15 years experience as Security Guards OR Ex-servicemen age should not be above 55 years. | 03 Nos.  |
| 2     | Security Personnels   | Matriculate (10th) having minimum experience of 5 years as Security Guards age should not be above 45 years.      | 120 Nos. |

**It is the responsibility of contractor to provide minimum nos. of manpower as per the schedule all the Security staff posted by the contractor shall be verified of their police records and other informations prior to posting at AIIMS. The posted Security Staff shall not be having any relatives working in AIIMS.**

**Penalties : The penalties will be imposed on violation of terms and conditions of agreement as per the list given below :**

| S.N. | Description of Irregularities  | Penalty   |
|------|--|---|
| 1    | If the required workers are less than the minimum required.                                    | @ Rs. 200/- per worker /day                             |
| 2    | Staff not in Uniform/ without I-Card.  | @ Rs. 200/- per worker /day                             |
| 3    | Misbehavior by the Contract Manpower to AIIMS employee or patient/ patient relative/ visitors. | @ Rs. 500/- per incident                                |
| 4    | Recurring of irregularities given at Sr.No. 1 to 3   | Double the penalties amount mentioned in Sr. No. 1 to 3 |

**Note : In case the agency fails to provide any of equipments tools, tackles continuously for a period of 15 (fifteen) days, AIIMS has the right to purchase the non available equipments/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.**



**VII. TECHNICAL BID PERFORMANCE FOR CONTRACT SECURITY SERVICES IN AIIMS BHOPAL**

**A. DETAILS OF TENDERER :**

|     |   |  |
|-----|---|--|
| 1   | NAME OF TENDERING COMPANY/FIRM TENDERER                                   |  |
| 2   | NAME OF OWNER /DIRECTOR   |  |
| 3   | FULL PARTICULARS OF OFFICE  |  |
| (a) | Address   |  |
| (b) | Telephone No.   |  |
| (c) | Fax No.   |  |
| (d) | E-Mail Address  |  |
| 4   | FULL PARTICULAR OF THE BANKERS OF COMPANY/FIRM/.                          |  |
| (a) | Name of the Bank  |  |
| (b) | Address of the Bank   |  |
| (c) | Telephone No.   |  |
| (d) | Fax No.   |  |
| (e) | E-Mail Address  |  |
| 5   | REGISTRATION DETAILS  |  |
| (a) | Self Attested Copy of PAN No.   |  |
| (b) | Services Tax Registration No.   |  |
| (c) | E.P.F Registration No.  |  |
| (d) | E.S.I Registration No.  |  |
| (e) | Registration No. [Under Private Security Agencies (Regulation) Act. 2005] |  |
| 6   | DETAILS OF EARNEST MONEY DEPOSIT  |  |
| (a) | Amount (Rs.)  |  |
| (b) | D.D. No & Date  |  |
| (c) | Drawn on Bank   |  |
| (d) | Valid up to   |  |

The above format may be used to provide requisite details

Signature of Tenderer

Date :

Name:





**C. DETAILS OF THE EXISTING CONTRACTS :**

|   | Name and address of the Organisation, Name, Designation and Contract Telephone / Fax No of the Officer concerned | Details regarding the contract including total manpower deployed | Value of contract (Rs) | Duration of contract |          |
|---|--|--|------------------------|----------------------|----------|
|   |  |  |                        | From                 | To       |
|   |  |  |                        | dd/mm/yy             | dd/mm/yy |
| A |  |  |                        |                      |          |
| B |  |  |                        |                      |          |
| C |  |  |                        |                      |          |
|   | Additional information, in any   |  |                        |                      |          |

The above format may be used to provide requisite details

**Signature of Tenderer**

**Date :**

**Name:**

**Place :**

**Seal:**



**ANNEXURE – D**

**VIII. DECLARATION**

1. I, ..... Son / Daughter  
of Shri ..... Proprietor / Partner / Director /  
Authorised Signatory of ..... am competent to  
sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby  
convey my acceptance of the same.

3. The information / documents furnished along with the above applicable are true and authentic  
to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any  
false information / fabricated document would lead to rejection of my tender at any stage liabilities  
towards prosecution under appropriate law.

Signature of Authorised Person

Date :

Full Name:

Place :

Company's Seal:

**N.B : The above declaration, duly signed and sealed by the authorised signatory of the  
company, should be enclosed with Technical Tender.**



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Annexure - E

**IX. Financial Bid for Security Services at AIIMS Bhopal. (Part-A)**

**Rental Charges offered for providing below mentioned articles**

| S. N | Description of items   | Approx qty. required for One Year to maintain the Security Services | Unit | Yearly rental charges inclusive of all Taxes | Total rental charges incisive of all Taxes |
|------|--|---|------|--|--|
| 1    | Cycle  | 05  | Each |  |  |
| 2    | Search light (with the range of 100 mtr for night surveillance)            | 10  | Each |  |  |
| 3    | Traffic warning lights   | 05  | Each |  |  |
| 4    | Luminious jacket   | 04  | Each |  |  |
| 5    | Rain coats   | 06  | Each |  |  |
| 6    | Umbrellas  | 06  | Each |  |  |
| 7    | Mobile phone for Medical College, Hospital Building & Housing Complex etc. | 20  | Each |  |  |
| 8    | Trolley mirror   | 2   | Each |  |  |
| 9    | Metal Detectors  | 6   | Each |  |  |
| 10   | Alcoholic Detectors  | 3   | Each |  |  |
| 11   | Battens or Rules   | 50  | Each |  |  |
| 12   | Gum boots  | 6   | Each |  |  |
| 13   | Whistles   | 132   | Each |  |  |
|      | <b>Total cost for One Year in (Rs.)</b>                                    |   |      |  |  |
|      | <b>Total cost for One Month in (Rs.)</b>                                   |   |      |  |  |

**Note :- The list of articles provided above shall be in good working condition.**

**Signature of Authorised Person**

**Date :**  
**Place :**

**Full Name:**  
**Company's Seal:**



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Annexure - E

**X. Financial Bid for Security Services at AIIMS BHOPAL ( Part -B)**

Name of Tenders : .....

| <b>A. MANPOWER CHARGES</b>  |   |   |                   |                         |
|---|---|---|-------------------|-------------------------|
|   | <b>Type of man power</b>  | <b>Rate per month per worker including EPF, ESI &amp; Other Statutory Charges</b> | <b>Total Nos.</b> | <b>Amount per month</b> |
| 1   | Trained <b>Security Staff</b> in Uniform with I-Cards and name plates for providing round the clock Security Services at AIIMS Bhopal (Unskilled) |   | <b>120</b>        |                         |
| 2   | <b>Supervisor</b> in Uniform with I-Cards and name plates for providing round the clock Security Services at AIIMS Bhopal (Skilled )              |   | <b>03</b>         |                         |
| 3   | Charges for providing Uniform, Woolen jackets (in winter), I-Cards, Shoes, Belts, Cap to all the workers to perform their duties.                 |   | <b>123</b>        |                         |
| <b>Total A (1+2+3) per month in (Rs.)</b>   |   |   |                   |                         |
| Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at AIIMS.   |   |   |                   |                         |
| <b>B MACHINES, EQUIPMENT, ARTICLES AND THEIR CONSUMABLES CHARGES ON MONTHLY BASIS INCLUDING COST OF MACHINES</b>  |   |   |                   | <b>Amount per month</b> |
| Rental charges for providing and maintaining the desired articles for the Security measures as mentioned in <b>Annexure -E (Part -A)</b> of Financial Bid/ month.   |   |   |                   |                         |
| <b>Total (B) per month in (Rs.)</b>   |   |   |                   |                         |
| <b>C Management/Service Charges :</b>   |   |   |                   |                         |
| Service charge/ management fee should include all expenditure on providing managerial / supervisory / administrative services by all means to get the work done through the deployed Security Staff. This shall be based on total amount of <b>A ( 1+2) + B</b> in percentage |   |   |                   | %                       |
| <b>Total (C) per month. in (Rs.)</b>  |   |   |                   |                         |
| <b>Total (A+B+C) One Month. in (Rs.)</b>  |   |   |                   |                         |
| <b>Total (A+B+C) One Year. in (Rs.)</b>   |   |   |                   |                         |

The agency shall enclose, : breakup of A & B charges per month.

**Note :** (A) The minimum wage rates of manpower is as per Central Labour Rules and shall vary according to the amendments/increments enforceable by Govt. from time to time, however the offered rate/amount of items no. A (3) shall remain constant and will not exceeds in any case from the monthly quoted rates of these items.





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**(B) The agency will have to provide two sets of uniform per year including I Cards Shoes , Cap, Belts to all the workers & gum boots, rain coat (to whom required as per work allocation) of good quality, colour code, will be approved by the competent authority of AIIMS, the dress includes full trousers, & shirt with full sleeves.**

**The contractor has to ensure payment on the basis of current minimum wages rates applicable in the Bhopal, circle as per Central Govt. Rules to the workers deployed at AIIMS. The contractor will have to make payment through cheque after opening of individual bank account for the workers deployed at AIIMS by the contractor and also forward the copy of the monthly bank statements of the concerned workers to this office after depositing the cheques. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to this office.**

**Note: Quoted amount shall be inclusive of all taxes excluding Service Tax. Service Tax shall be paid if applicable.**

I/we also declare that, I/we will abide by all the rules and regulation of AIIMS Bhopal, If awarded the Tender. I/we are also aware that the Director of the institute reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

**Signature of Authorised Person**

**Date :**  
**Place :**

**Full Name:**  
**Company's Seal:**



**XI. CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

**Confirm the enclosure of all the below documents without which tenderer may not be eligible to participate in the tender.**

| S.No. | Items   | Confirm |
|-------|---|---------|
| 1.    | Cost of Tender Form   |         |
| 2.    | EMD   |         |
| 3     | Tender form with complete technical bid and Financial Bid, with all pages serially numbered, signed and stamped on each page.             |         |
| 4     | Audited Balance Sheet or Turnover certificate by Chartered Accountant of last three years i.e. 2011-12, 2012-13 & 2013-14.                |         |
| 5     | Income Tax statement of last three years.   |         |
| 6     | Self Attested Photo Copy of PAN Card  |         |
| 7     | ESI & EPF Registration Certificate Copy, with last payment details  |         |
| 8     | Service Tax Registration Certificate, with details of the last payment.   |         |
| 9     | Registration certificates under contract labour (R&A) Act 1970. Copy of valid labour lisenche.  |         |
| 10    | Documents in support of contract fulfilled in last 3 year along with their values in support of the experience and Financial credibility. |         |
| 11    | Satisfactory completion of contract certificate from previous organisation (Minimum three) <b>Part-C of Annexure -'C'</b>                 |         |
| 12    | License for providing Security Services.  |         |
| 13    | Declaration as per <b>Annexure D.</b>   |         |
| 14    | Undertaking as per <b>Annexure G.</b>   |         |

**Signature of Authorised Person**

**Date :**

**Full Name:**

**Place :**

**Company's Seal: .....**



**XII. (TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)**

**UNDERTAKING**

To,

**Director  
All India Institute of Medical Sciences Bhopal  
Saket Nagar  
Bhopal – 462020**

**Subject :- TENDER for providing security services**

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 the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Private Security Agencies (Regulation) Act 2005, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, 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 Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide security services through Ex-Servicemen, Civil Security Guards & Security Supervisors.
5. I/We do hereby undertake that complete security of the Hospital Complex, Medical College Building, Ayush Building, Residential Complex, Girls Hostel, Boys Hostel at AIIMS Bhopal and located in city area of Bhopal shall be ensured by our Security Agency, as well as any other assignment considered by the AIIMS Administration.

**Signature of the Bidder**

**(Name and Address of the Bidder)**

**Telephone No.....**



### XIII. Proforma of Performance Bank Guarantee

In consideration of the Director All India Institute of Medical Sciences Bhopal (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between AIIMS and .....(hereinafter called "the said contractor(s) for the work of Contract Manpower Supply (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We..... (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).
  2. We ..... do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the AIIMS stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs..... (Rupees. ....)
  3. We, the said Bank, further undertake to pay to the AIIMS Bhopal any money so demanded not with standing any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
  4. We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the AIIMS Bhopal under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative officer on behalf of the AIIMS Bhopal , certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
  5. We..... further agree with the AIIMS Bhopal that the AIIMS Bhopal (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS Bhopal against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the AIIMS Bhopal or any indulgence by the AIIMS to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
  7. We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the AIIMS Bhopal in writing.
  8. This guarantee shall be valid up to ..... unless extended on demand by the AIIMS Bhopal Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees..... Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.
- Dated the ..... day of ..... for .....

(Indicate the name of the Bidder)