



TENDER DOCUMENT

FOR

Security Services at All India Institute of Medical Sciences Bhopal

Tender No.166.1 AIIMS Bhopal/Admin/Security Services/2015-16/01

Dated: 17.03.2016

SCHEDULE OF TENDER

SALE OF TENDER DOCUMENT	:	17.03.2016
PRE- BID MEETING	:	04.04.2016 from 14.00 Hrs. Onwards, at the Board Room, First Floor, Medical College Building, Saket Nagar, AIIMS Bhopal-462020
BID SUBMISSION	:	25.04.2016 (Up to 14:00 Hrs.)
BID OPENING	:	25.04.2016 (At 15:30 Hrs.) Onwards, at the Board Room, First Floor, Medical College Building, Saket Nagar, AIIMS Bhopal-462020
TENDER DOCUMENT PRICE	:	Rs. 1,575/-
EARNEST MONY	:	Rs 4.00 Lacs



No.Admn/Secu.Ser/T-166.1

Dated. 17.03.2016

TENDER

FOR

Security Services at All India Institute of Medical Sciences Bhopal

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No.Admn/Sec.Ser/T-166.1/

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1. NOTICE INVITING TENDER FOR SECURITY SERVICES

Sealed quotations are invited from Service Providers registered under Private Security Agencies (Regulation) Act 2005 having experience of minimum three 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 including Residential complex located at 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, 1st 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 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. 4.00 Lacs (Rs. Four 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. 25.04.2016** Technical bids of the Tender shall be opened on **25.04.2016** at **15.30 hours** in the conference Room, Administrative Block, 1st Floor Medical College Building, AIIMS Bhopal, Saket Nagar Bhopal in the presence of the Service Provider 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

DIRECTOR



अखिल भारतीय आयुर्विज्ञान संस्थान
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2. ELIGIBILITY CRITERIA

1. GENERAL :-

The present tender is being invited for availing security services under which they shall provide Security Personnel to safeguard AIIMS Bhopal properties (i.e. building, equipments, materials) patient and staff. The required number of security personnel are 3 Supervisor & 120 Security Guards. The number may vary (decrease/increase) as per actual requirement of institute.

2. ELIGIBLE SERVICE PROVIDERS :-

2.1 The Service Provider should have 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 31.03.2015 (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 Service Provider must have an average annual turnover of **Rs. 2.00 Crore (Rs. Two Crore) only** during the last three Financial Years i.e. 2012-13, 2013-14 & 2014-15 duly certified by the Chartered accountant. Copies of the following documents should be submitted along with the Technical Bid.

- (a) Self attested copy of Balance Sheet or Turnover audited by Chartered Accountant of last three years i.e. 2012-13, 2013-14 & 2014-15.
- (b) Income tax return for 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.
- (g) Registration under private Security Agencies (Regulation) Act 2005
- (h) Registration under shop Act 1958
- (i) Valid Registration under Security Agencies (Regulation) Act 2005
- (j) Copy of proof of depositing contribution towards EPF, ESI & Service Tax ending last quarter of the month in which tender is invited.

3. Prospective Service Provider are requested to send their queries, if any, to Stores Officer at least ten days before the date of opening. Queries can also be submitted in writing during pre bid meeting which will be held with aspirant Service Providers on 04.04.2016 at 14.00 hours. Clarification of the queries shall be up loaded on Institutes website www.aiimsbhopal.edu.in. Clarification to queries shall become integral part of the tender document.

4. Once the clarification to the queries raised by aspirant service provider. in pre-bid conference uploaded on website of Institute, no further query or correspondence will be entertained and summarily rejected.

5. The Registered /Branch Office in Bhopal is necessary if the Contract is awarded. The address of the registered company along with name of contact person with cell phone no. will be furnished to the institute within 30 days from the date of issue of NoA. In case no office is available presently at Bhopal, the same shall be opened within 30 days of award of contract.

6. The Service Provider 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 Service Provider has taken for his workers should also be attached with the technical bid.



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7. The Service Provider should have minimum experience of last three years ending last day of month previous to the one in which tender are invited and should be either of the following and should submit the self attested copies of such orders along with technical bid in token of documentary proof .
- (a) One work of similar nature of value equal to **Rs. 1.60 Crore** or more from any Govt./Semi-Govt./PSUs/Govt. Undertakings /Large Corporate Superspeciality Hospital's in last three years. OR
- (b) Two work of similar nature of value equal to **Rs.1.20 Crore** or more each from any Govt. / Semi-Govt. / PSUs / Govt. Undertakings / Large Corporate Superspeciality Hospital's in last three years. OR
- (c) Three work of similar nature of value equal to **Rs. 0.80 Crore** or more from any Govt./Semi-Govt./PSUs/Govt. Undertakings/Large Corporate Superspeciality Hospital in the last three years.
8. Service Provider 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.
9. The Service Provider must have a valid license under the Private Security Agencies (Regulation) Act, 2005. If the validity of license is going to expire during currency period of contract, it is obligatory for the Service Provider to get the validity renewed for such a period which should cover the period of contract including extension period if any.
10. The Service Provider engaged in the rehabilitation and resettlement of ex-servicemen should be empanelled/registered with DGR.
11. The Service Provider should submit self attested copy of license valid as on date of opening of technical bid under the Contract Labour (R&A) Act 1970 in respect of any employer(s) for whom the Service Provider is currently undertaking the work of providing security services through contract labour.



3. INSTRUCTIONS TO SERVICE PROVIDER

1. 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.
2. **A pre bid meeting shall be held in the AIIMS, Bhopal to clarify any queries of the aspirant Service Provider on 04.04.2016 14.00 hours.**
3. The Tenders are to be submitted under 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.
4. The declaration in the prescribed proforma (**Annexure -D**) should be submitted along with the Technical Bid.
5. The Technical Bid should be accompanied by an Earnest Money Deposit (EMD) of **Rs.4.00 Lacs. (Rs. Four 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 Service Provider after finalization of the contract. It shall be refunded to the successful Service Provider on receipt of the performance security deposit. No interest is payable on the EMD.
6. 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.
7. The bid shall be valid for **180 days** from the date of opening.
8. The Service Provider shall quote for all works failing which the bid shall be considered non responsive.
9. Tender incomplete in any form will be rejected outright. Conditional Tenders will be rejected outright
10. The closing date and time for receipt of tenders will be **18.04.2016 14.00 hours.**
11. The tender shall be opened **on 25.04.2016 at 15.30 hours** conference hall in 1st Floor Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal in the presence of the authorized representative of the Service Provider, who wish to be present at that time. 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 Service Provider whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
12. No Service Provider will be allowed to withdraw after submission of the tenders within the bid



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validity period otherwise the EMD submitted by the tendering firm would stand Forfeited.

13. In case the successful Service Provider declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
14. A formal contract shall be entered into with the successful Service Provider within a period of 15 days in this contract, the successful tenderer shall be defined as Service Provider.
15. The successful Service Provider will have to deposit a Performance Security Deposit of 10% of total estimated annual cost of the contract in the form 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 -I** payable at Bhopal valid for 60 days beyond the expiry period of contract. The limit /period of performance security deposit will be enhanced/renewed as may be warranted under the prevailing circumstances during the currency of contract or as the case may be.
16. The successful Service Provider will have to deposit the Performance Security and commence the work within 15 days of acceptance of offer otherwise the NoA will be cancelled and EMD forfeited.
17. Each page of the tender documents and papers submitted should be **numbered signed and stamped** by the authorized signatory in acceptance of the terms and conditions laid down therein.
18. The Director 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 Institute.
19. 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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4. GENERAL TERMS AND CONDITIONS (GTC)

1. The security personnel provided shall be the employees of the Service Provider and all statutory liabilities will be paid by the Service Provider 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 Service Provider after each and every change.
2. The Service Provider 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 Service Provider for the AIIMS Bhopal.
3. The antecedents of security staff deployed shall be got verified by the Service Provider from local police authorities and an undertaking in this regard to be submitted to the Administrative Officer. The Service Provider shall submit copies of the discharge books of ex-servicemen to administration, before their deployment.
4. The Service Provider 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 Service Provider.
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. Service Provider and its security staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the AIIMS premises.
8. The Service Provider shall have his own Establishment/Set up/Mechanism to provide training to 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 Service Provider as may be established after an enquiry conducted by the AIIMS, such loss will be made good from the amount payable to the Service Provider. The decision of the Director AIIMS Bhopal in this regard will be final and binding on the Service Provider.
10. The Service Provider 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 Service Provider is found in accordance to such directions, instructions issued from time to time which have been mutually agreed between to the parties.



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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 Service Provider reserves the right to change the staff with prior intimation to the Director, AIIMS Bhopal.
12. The Service Provider shall be responsible to protect all properties and equipments of the AIIMS entrusted to it.
13. The personnel engaged by the Service Provider 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 Service Provider'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 Service Provider 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 Service Provider 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 reimbursement of wages paid would be made on monthly basis for all shifts deployed by the Service Provider based on the attendance sheets duly verified by the concerned In-charge of the Institute. No other claim on whatever account shall be entertained by the AIIMS Bhopal. The Service Provider will ensure that personnel's engaged by him are paid their wages in time. To ensure this requirement, the following procedure will be adopted:-
 - a) Service Provider shall pay monthly wages by 10th of each ensuing month. Disbursement of monthly wages shall not be linked to the payment of reimbursement bill.
 - b) In order to ensure that entitled wages are disbursed by 10th of the ensuing month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii) Monthly bill as per above cycle, will be submitted by the service provider in the first week of next month.
 - c) The service provider must ensure that entitled wages of the workers are disbursed latest by 10th of the ensuing month,. Service provider will not be given any relaxation in this matter.
18. Any damage or loss caused by Service Provider's persons to the AIIMS Bhopal in whatever form would be recovered from the Service Provider.
19. **The AIIMS Bhopal will brief the Service Provider about the security perception and its sensitivity to the personnel to be deployed by the Service Provider 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 Service Provider's personnel for the purpose of payment under the contract.**



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20 (a) In case any of Service Provider'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 Service Provider's bills.

(b) In case any of Service Provider's 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 of **Rs. 200/-** per vacant point per shift be deducted from the Service Providers bill.

(c) In case any public complaint is received attributable to misconduct/misbehavior of Service Provider'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 Service Provider's bill. Besides the Security Guard found involved in the incident shall be removed from the Institute immediately.

(d) In case the Service Provider 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 Service Provider(s) in open market. The difference if any will be recovered from the defaulter Service Provider and his earnest money/security deposit may also be forfeited.

21. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Service Provider, the Security Deposit of the Service Provider shall stand forfeited.

22. Any liability 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 expenses/fines. The concerned Service Provider's personnel shall attend the court as and when required.

23. If the Service Provider 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 Service Provider'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 Service Provider's Performance Guarantee (Security Deposit).

25. The Service Provider shall not engage any such sub-Service Provider or transfer the contract to any other person in any manner.

26. The Service Provider 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 Service Provider.



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- 27. The Service Provider shall employ about 10% manpower from the category of Ex-Servicemen not above the age of 55 years. The Service Provider shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Institution. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider shall not take part in any staff union and association activities.
31. The Service Provider shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lat his and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements
32. Service Provider will provide mobile phone or other communications to each supervisor on duty and to all 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 Service Provider.
34. The AIIMS Bhopal shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. The AIIMS does not recognize any employee employer relationship with any of the workers of the Service Provider.
35. If as a result of post payment audit any overpayment is detected in respect of any work done by the Service Provider or alleged to have been done by the Service Provider under the tender, it shall be recovered by the Institution from the Service Provider.
36. If any underpayment is discovered, the amount shall be duly paid to the Service Provider by the Institution.
37. The Service Provider 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 Service Provider along with reimbursement claim bill will submit self attested copy of ECR of EPF, ESI, & service tax have to the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
39. The Service Provider should have their own supervisory and quick response team in Bhopal to deal with any emergency situations.
40. The Service Provider 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 Service Provider's risk and may result in rejection of his bid.



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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 initial period of the contract will be one year which would be extendable for a further period as may be mutually agreed by both the parties subject to a maximum of three years on the same T&C as stipulated in the tender document. However, the contract would be terminable on serving one months notice by either side.

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 Service Provider 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 Service Provider 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 Service Provider 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 the rates quoted in financial bid by the service provider are found same the L-1 will be decided on the basis of lottery system in presence of such Service Provider by a committee constituted by the Director. Before commencement of lottery process all Service Provider present at the time shall give an undertaking that the outcome of the lottery system will be fully honored and binding on them.

45.3 The successful Service Provider 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 Service Provider 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 SERVICE PROVIDER :

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 filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise. The Service Provider 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 Service Provider shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider 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.



5. SCOPE OF WORK OF THE SERVICE PROVIDER

The Service Provider 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 Service Provider 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 Service Provider to coordinate with AIIMS Security Officer in lodging of FIR, legal proceeding etc.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Service Provider 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. Service Provider 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 Service Provider 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 Service Provider.
- 13.** The parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the Service Provider 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 Service Provider (if required).



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Annexure – B

6. **RESOURCES REQUIREMENT**

THE SERVICE PROVIDER 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 standby arrangement of equipments, materials shall be the Service Providers responsibility. Any shortage in the above if observed at site the necessary penalties will be imposed.

(B) The Service Provider will have to provide two sets of uniforms and other accessories as per Annexure-F. as per approved color code each year including I Cards, Shoes , Cap, Belts whistle 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.



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MAN POWER REQUIREMENT:

S. No.	Manpower description	Nos.
1	Supervisors (Skilled) (Preferably Ex-Service Man)	03 Nos.
2	Security Guards in 3 shift	120 Nos.

It is the responsibility of Service Provider to provide minimum nos. of manpower as per the schedule all the Security staff posted by the Service Provider shall be verified of their police records and other information's 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 S. No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3

Note : In case the Service Provider 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 Service Providers bill in addition to the imposition of applicable penalties.



7. TECHNICAL BID FOR SECURITY SERVICES
(Envelope-I)

A. DETAILS OF SERVICE PROVIDER:

1	NAME OF TENDERING COMPANY/FIRM SERVICE PROVIDER	
2	NAME OF OWNER /DIRECTOR	
3	FULL PARTICULARS OF OFFICE	
	(a) Address	
	(b) Telephone No.	
	(c) Mobile No. (Contact Person)	
	(d) Fax No.	
	(e) 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	
	(f) RTGS/NEFT Code.	
5	REGISTRATION DETAILS (Attach self Attested Copies)	
	(a) 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]	No. Valid up to
	(f) Registration Under DGR (if applicable)	No. Valid up to
	(g) Registration Certificate Under Contract Labour (R&A) Act 1970	No. Valid up to
6	DETAILS OF EARNEST MONEY DEPOSIT (non-interest bearing)	
	(a) Amount (Rs.)	
	(b) D.D. No & Date	
	(c) Drawn on Bank	
	(d) Valid up to	
7	AVERAGE ANNUAL TURNOVER RS. 2.00 CRORE (Self attested copy of audited account by CA)	
	(a) 2012-13	Rs.
	(b) 2013-14	Rs.
	(c) 2014-15	Rs.



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8	LAST THREE YEAR EXPERIENCE (Clause 7 of eligibility criteria)					
	Year	Name and address of the Organization, with whom contract exists	No. of manpower deployed	Value of contract (Rs)	Duration of contract	
					From	To
1	2	3	4	5	6	
2012-13						
2013-14						
2014-15						
	Additional information, in any					

Date:

Name:

Signature of Authorized Signatory

Place:

Seal:



8. (i) **STRENGTH OF SECURITY STAFF AVAILABLE WITH SERVICE PROVIDER AS ON THE DATE OF SUBMISSION OF BID**

S. No	Designation	No. of Person
1	2	3
1	Security Supervisor	
2	Security Guard with Arms	
3	Security Guard without Arms	

(ii) **Details of Other Security Staff (if) available with Service Provider**

S. No	Designation	No. of Person

(iii) **Total No of Security Personnel's.....No.**

Date:

Name:

Signature of Authorized Signatory

Place:

Seal:



9. **DECLARATION**

1. I, Son / Daughter
of Shri Proprietor / Partner / Director /
Authorized 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 Authorized Signatory

Date : Full Name:

Place : Company's Seal:

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



10.

Financial Bid for Security Services
(In sealed cover-II superscribed Security Services)
Tentative Requirement

S. No	Description	No.
1	Security Supervisor	03
2	Trained Security Guards	120
3	Total	123

S No.	Description	Percentage (to be read in conjunction with latest rules, Acts, polices etc. of the competent authorities)	Supervisor (Per Number)	Security Guards without arm for 3 shift of 8.30 Hrs. (Per Number)
1	Basic wages plus Variable Dearness allowance (VDA)		11180.00	8658.00
2	ESI	4.75% (of Basic + VDA)	531.05	411.26
3	EPF	12% (of Basic + VDA)	1341.60	1038.96
4	EDLI (Employee Deposit Link Insurance)	0.5% (of Basic +VDA)	55.90	43.29
5	Administrative Charge	1.11% (of Basic +VDA)	124.10	96.10
6	Bonus (ref notes)	8.33% of ₹3500		82.25
Total			13232.65	10329.86
7	Leave/weekly off etc.	@4.33 days	2204.00	1720.00
Total			15436.65	12049.86
8	Service Tax	As may be Applicable	As may be Applicable	As may be Applicable

(To be filled in by Service Provider)

Bid of Service Charge (in %) _____ In words _____ percent.
Service tax will be extra as applicable.

Signature of Authorized Signatory

Important Note: -

- 1) As per provision contained in Ministry of Finance Deptt. of Expenditure. Office Memorandum No. 29(1)/2014-PPD Dated 28.01.2014 Service Charge below 0% (Nil) will be treated as unresponsive and summarily rejected.
- 2) Service Charge will be applicable on Gross payment excluding service Tax.
- 3) Quoted amount shall be inclusive of all taxes excluding Service Tax. Service Tax shall be paid if applicable.
- 4) Month: - Means calendar month as per Gregorian calendar i.e. 12 months, 365/366 days in a year.
- 5) There will be no increase in percentage rate of service charges during the entire contract



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- period (including extension if any) except provisions made under T&C of the Tender Document.
- 6) Number of Security Personnel can be decreased/increased depending upon actual requirement.
 - 7) The Service Provider will have to provide two sets of uniforms and other accessories. as per approved color code each year including I Cards, Shoes , Cap, Belts whistle to all the workers & gum boots, rain coat (to whom required as per work allocation) of good quality. Color code, will be approved by the competent authority of AIIMS. The dress includes full trousers, & shirt with full sleeves.
 - 8) The Service Provider has to ensure payment on the basis of current minimum wages rates applicable in Bhopal, circle as per Central Govt. Rules to the security personnels deployed at AIIMS. The Service Provider will make payment through cheque in bank account of each security personnels deployed for AIISM Bhoapl and will forward a copy of the monthly bank statement to the institute after deposit of cheques. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to institute.

Declaration

I/we declare that, I/we will abide by all the T&C of tender document if contract is awarded. I/we also understand that the Director of the institute reserves all right to cancel our offer in part or full without assigning any reason, what so ever, I/we will have no right to challenge such rejection in any court of law.

Signature of Authorized Signatory

Date:
Place:

Full Name:
Company's Seal:



11. CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Confirm the enclosure of all the below documents without which Service Provider 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	EPF Registration Certificate Copy, with last payment details	
8	ESI Registration Certificate Copy, with last payment details	
9	Service Tax Registration Certificate, with details of the last payment.	
10	Registration certificates under contract labour (R&A) Act 1970. Copy of valid labour license.	
11	Documents in support of contract fulfilled in last 3 year along with their values in support of the experience and Financial credibility.	
12	Satisfactory completion of contract certificate from previous organization (Minimum three) Part-C of Annexure -'C'	
13	License for providing Security Services.	
14	Declaration as per Annexure D.	
15	Undertaking as per Annexure G.	

Signature of Authorized Signatory

Date :

Full Name:

Place :

Company's Seal:



12. **(TO BE TYPED ON A LETTER HEAD OF THE SERVICE PROVIDER)**

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 Service Provider, as well as any other assignment considered by the AIIMS Administration.

Signature of the Service Provider

(Name and Address of the Service Provider)

Telephone No.....



13. 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 Service Provider(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 Service Provider(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 Service Provider(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 notwithstanding any dispute or disputes raised by the Service Provider(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 there under, and the Service Provider(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 Service Provider(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 Service Provider(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 Service Provider(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 Service Provider(s) or for any forbearance, act of omission on the part of the AIIMS Bhopal or any indulgence by the AIIMS to the said Service Provider(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 Service Provider(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 Service Provider)