

अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) बिलासपुर, हिमाचल प्रदेश
ALL INDIA INSTITUTE OF MEDICAL SCIENCES BILASPUR, H.P.

A CAB under Ministry of Health & family Welfare, Government of India
Website: www.aiimsbilaspur.edu.in Email: storeofficer@aiimsbilaspur.edu.in

PROCUREMENT SECTION

(Limited Tender Enquiry)



Tender No. AIIMS.BLS/G/2024-25/488/E-Ten-16

NOTICE INVITING LIMITED TENDER FOR PROVIDING DGR SPONSORED
SECURITY SERVICES AT AIIMS BILASPUR, HP .

DISCLAIMER

This Tender is not an offer by the All-India Institute of Medical Sciences, Bilaspur, HP but an invitation to receive an offer from following vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All- India Institute of Medical Sciences, Bilaspur, HP with the vendor/ bidder.

This notice is being published only as an abundant precaution and is not an open invitation to quote in the Tender. Participation in this tender is by invitation only and is limited to the following selected DGR Sponsored Security Agencies vide DGR letter No. 2112/Security/2025/AIIMS/State ESM Corp/2828/2827/2826/2829 dated 28/08/2025 (enclosed in Section-11), who have been sponsored by DGR. Unsolicited offer is liable to be ignored:

1. 2828-Chairman cum Managing Director, Himachal Pradesh Ex-Servicemen Corporation, Hamirpur, Himachal Pradesh, PIN 177001 Email-exservice-hp@nic.in	2. 2827-Managing Director, Uttarakhand Purv Sainik Kalyan Nigam Ltd, Andaman Road, Garhi Cantt Dehradun-2480003 Email-agreement@upnl.co.in	3. 2826 Managing Director Uttar Pradesh Purv Sainik Kalyan Nigam Ltd Canal Ring, Devikakhera, PO Dilkusha, Lucknow, Uttar Pradesh 226002 Email-md@upsainiknigam.com,dg m@upsainiknigam.com	4. 2829 Manager Director, Punjab Ex-Serviceman Corporation SCO 89-90, Sector 34 A, Chandigarh 160022 Email: pescos34chd@yahoo.com
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Website: www.aiimsbilaspur.edu.in
Tendering Portal: www.eprocure.gov.in/eprocure/app
Email: storeofficer@aiimsbilaspur.edu.in

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SECTION 1

TENDER NOTICE

NOTICE INVITING LIMITED TENDER FOR PROVIDING DGR SPONSORED SECURITY SERVICES AT AIIMS BILASPUR FOR A PERIOD OF TWO YEARS.

Critical Data Sheet	
Mode of Tender	E- Tender (LTE)
Type of Bid	Two Cover Bid
Tender Publishing Date	As per critical date mentioned in CPP Portal
Pre Bid Meeting	As per critical date mentioned in CPP Portal
Last date and time for submission of Tender	As per critical date mentioned in CPP Portal
Date and time for opening of tender	As per critical date mentioned in CPP Portal
EMD	Rs. 14,75,000/- or DGR Security Agencies will submit a Bid Security Declaration form (as per Section-12) to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they failed to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals documents, they will be suspended for a period of 02 years from being eligible to submit bids/proposals for contracts with the AIIMS Bilaspur, HP.
Performance Security Deposit (Bank Guarantee)	5% of the annual value of Contract
Validity of Bid	270 days after bid Opening
For viewing, quoting the detailed NIT bidders may also visit our website	www.aiimsbilaspur.edu.in https://eprocure.gov.in/eprocure/app

The Executive Director, AIIMS Bilaspur invites Limited Tenders in Two Bid System (i.e., Technical and Financial Bid) **DGR sponsored** agencies for Providing Security Services at AIIMS Bilaspur through on-line e-procurement portal www.eprocure.gov.in. The Tender documents are also available in our website: www.aiimsbilaspur.edu.in. Bidders have to submit the bids online by uploading all the required documents through www.eprocure.gov.in. Bids for this tender will be accepted online only. The DGR Sponsored Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Bidders shall bear all costs associated with the preparation and submission of their bid and AIIMS, Bilaspur will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Executive Director, AIIMS Bilaspur reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Manual bids and conditional bids will not be accepted under any circumstances and will be rightly rejected.

SECTION 2
INVITATION TO LIMITED E-TENDER

To,
M/s.....
.....
.....
.....
.....

Subject: Limited Tender notice for providing security services at AIIMS Bilaspur.

Dear Sir,

The Executive Director, AIIMS Bilaspur invites online Tenders under two bid systems at CPP Portal (<https://eprocure.gov.in/eprocure/app>). Agencies must be empaneled with and sponsored by the Director General of Resettlement (DGR), for providing security services to AIIMS for a period of two years .

Faculty In Charge (Procurement)
For Executive Director, AIIMS, Bilaspur

SECTION 3
FORWARDING LETTER FROM THE BIDDER
(To be uploaded on e-procurement portal)

Date:

From

(Full Name of the bidder firm/bidder).....

Address.....
.....
.....

Phone No:

Website:

Email Id:

To

Executive Director,
AIIMS, Bilaspur, H.P.

Dear Sir,

1. With reference to your E-Tender No dated..... I submit the online Bids under two-bid system for providing security services at AIIMS, Bilaspur.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid documents and agree to abide by them.

3. I/We agree to keep the offer open for acceptance up to 270 days from the date of opening of technical bid and to the extension of the said period by another 30 days in case it is so decided by AIIMS. I/We shall be bound by communication of acceptance of the offer dispatched by AIIMS within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for AIIMS, the offer will remain open for acceptance till the next working day.

4. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

5. I/We do hereby declare that the bidder Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. (*)

(OR)

I/We hereby declare that the bidder Firm was blacklisted/debarred by.....
(here give the name of the Department/Successful bidder) for a period of , which
period has expired on(Full details of the reasons for
blacklisting/debarring, and the communication in this regard, should be given)

(*) (Strike out whatever is not applicable)

6. I/We hereby declare that the contract entered into by the bidder Firm with any Govt. Department/Public sector undertaking or any other client, has not been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.

7. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm has not been forfeited or adjusted by AIIMS or any central/State Govt. or any central/ State PSU /Statutory Corporations, during the last five years, for breach of any terms and conditions.

8. I/We hereby declare that the Bidder Firm, its proprietor/any of the partners, any of the Directors has not been, at any time, convicted by any court for any offense and sentenced to imprisonment for a period of three years or more.

9. I/We certify that all information furnished by the bidder Firm is true & correct and in the event that the information is found to be incorrect/untrue, the AIIMS shall have the right to disqualify the Firm without giving any notice or reason thereof, summarily terminate the contract, without prejudice to any other rights that the AIIMS may have under the Contract and Law.

(Signature of Bidder)
(Authorized Signatory)
(Seal of Bidder Firm)

SECTION 4

ELIGIBILITY CRITERIA OF DGR SPONSORED AGENCIES :-

1. The DGR sponsored agencies (sponsored vide **DGR Sponsored Security Agencies vide DGR letter No. 2112/Security/2025/AIIMS/State ESM Corp/2828/2827/2826/2829 dated 28/08/2025**) only, shall be considered for participation in the Tender.
2. Agency should possess a copy of the sponsorship letter and they will have to attach a copy of the sponsorship letter.
3. Agency should have PSARA Act/License for Operation of security services and attach a copy with the Technical Bid.
4. The Agency should have PAN of Income Tax and attach a copy with the Technical Bid.
5. The Agency shall obtain and submit License from the Labor Deptt. of the concerned State within a period of one month from the date of award of contract.
6. Persons provided by the Security agency, as Supervisors/ Security Guards should be ex- serviceman & as per DGR guidelines, physically fit, energetic and have a basic knowledge of firefighting and first aid. They should also have minimum educational standards as to able to speak, read and write in English /Hindi, and follow the DGR guidelines
7. Copy of ESI and EPF registration number.
8. Copy of GST Registration number.
9. Copy of all other documents as mentioned in Tender Documents, its annexure, schedules.
10. Copy of all credentials, documents & copies of certificate/information called for would be submitted as per tender.
11. Copy of the tender form duly filled-in by the Agency clearly, neatly and accurately. Any alteration, erasers or over-writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of Agency, however, is permitted.
12. The Agency who qualified in the Technical Bid shall produce the original of above documents or any other documents, before opening of the Price Bid, if asked.

SECTION 5

GENERAL INFORMATION TO TENDERER AND QUALIFICATION OF PERSONNEL

- **PLACE OF OPERATION:** AIIMS, Bilaspur
- **BRIEF DESCRIPTION OF WORKS:** The DGR sponsored Security Services providing agency must get themselves fully acquainted with size and location of AIIMS Bilaspur before submission of Tender and rates quoted by them.
- **VOLUME OF WORK AND ELIGIBILITY CRITERIA FOR SECURITY PERSONNEL:**

S.No.	Particulars	Numbers	Age Limit	Educational Qualification	Physical fitness
1	Security Guards without arms/Male	54	18-50 Years	Matriculation from a recognized School / Board. Should have knowledge of Hindi and Local Language. Ex-Serviceman or war widow. Preferably with hospital security related work experience. Security Personnel so engaged shall be trained for providing watch & ward services before joining time. Should have knowledge of Security related matters, Hospital safety and allied Functions.	Person shall have a Good Physique and personality. Weight should be according to Indian standard table of Height and Weight criteria and should be medically fitness as per PSARA Act 2005 and Rules
2	Security Guards without arms/Female	6			
3	Security Supervisor	4	18-55 Years	Should be a minimum 12th Pass. Should be an Ex-Serviceman and retired from Rank of JCO or equivalent post. Preferably with hospital security related work experience. Should preferably have knowledge of security related matters, hospital safety, firefighting and allied function.	
4	Security Guards with Fire Arms with Ammunitions should be provided by the agency and AIIMS Bilaspur has no responsibility of providing the same.	9	18-50 Years	Minimum 10th Pass. Should have knowledge of Hindi Or English and Local language. Should Be Ex- Serviceman Should have a valid gun license Should have knowledge of security related matters.	
Total		73			

- The required strength of Security Guards mentioned above is tentative and actual requirements may increase or decrease. The Agency has to provide the required number of security personnel as sought by the Executive Director or any authorized officer of AIIMS.
- In case the rates are quoted in a manner other than as mentioned in Price Bid, the Tenders are liable to be ignored. The Tenderers should not incorporate any condition in the Tender as Conditional Tenders will be summarily rejected.

SECTION 6

INSTRUCTIONS FOR SUBMITTING TENDER

The instructions to be followed for submitting the Tender are set out below: -

- a. The Tenderers must furnish full, precise and accurate details in respect of information asked for.
- b. Signing of Tender:
 - i. Person or persons signing the Tender shall state in what capacity he or they are signing the Tender e.g. as sole proprietor of a firm or a Secretary/Manager/Director, etc. of a limited Company/ PSU/Corporation of Central/State Govt. In case of limited Company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the Company/Corporation shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.
 - ii. The person signing the Tender, or any documents forming part of the Tender, on behalf of another or on behalf of registered firm shall be responsible to produce a proper power of attorney duly executed in his favor, stating that he has authority to bind such other person or the registered Firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said power of attorney his tender shall be liable to summarily rejected.
 - iii. The Power of Attorney should be signed by the person/authorities who by his signature can bind the Company in the case of Company/PSU/Corporation of Central/State Govt. Each page of the entire tender document must also be signed by the Tenderer/ authorized person.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. As per the directives of the Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2. REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. To search for a tender published on the CPP Portal.

3.1. Once the bidders have selected the tenders they are interested in, they May download the required documents/tender schedules. These tenders can be moved to the respective 'MyTenders' folder This would enable the CPP Portal to intimate the bidders through SMS / e-mail if there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

Bidders should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use the "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

5. SUBMISSION OF BIDS

- 5.1. Bidders should log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
- 5.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable if the price bid has been given as a standard Price Bid xls Format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the Price Bid xls file, open it and quote the rate and scan the same file in xls format and upload the same file online at CPP Portal (<https://eprocure.gov.in/eprocure/app>) if the Price Bid/xls file is found to be modified by the bidder, the bid will be rejected.
- 5.4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.6. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. And the date & time of submission of the bid with all other relevant details.

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

A. ASSISTANCE TO BIDDERS

5A.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender

5A.2 Any queries relating to the process of online bid submission or queries relating to the CPPP portal in general may be directed to the 24x7 CPP Portal Helpdesk. 5A.3 The contact number for the helpdesk is 1800 233 7315.

6. CONTRACT PERFORMANCE GUARANTEE.

The Tenderer shall be responsible to deposit **Bank Guarantee (B.G) to the amount equivalent to 5% of Annual value of contract.**

7. SCANNED COPY OF DOCUMENTS REQUIRED TO BE UPLOADED ONLINE ON CPP Portal (<https://eprocure.gov.in/eprocure/app>) WITH TENDER:

7.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

The documents are to be annexed with Technical Bid only. The intending Tenderer should submit the following documents (in a sequence clearly indicating the name of documents) with Technical Bids duly signed by the Tenderer/Authorized signatory.

Document-I	Scanned copies of Empanelment Certificate of DGR.
Document-II	Scanned copy of Income Tax PAN Number.
Document-III	Attested copies of Power of Attorney, if relied upon.
Document-IV	Scanned copies of Memorandum and Articles of Association/Bye-laws/Certificate of Registration/Incorporation as the case may be.
Document-V	Scanned copy of PSARA Act/License for operation in the AP.
Document-VI	Scanned copy of ESI/EPF registration Nos.
Document-VII	Scanned copy of GST Registration number.
Document-VIII	Scanned copy of forwarding letter as mentioned in Section 3
Document-IX	Scanned copy of all other documents as mentioned in Tender Documents, its annexure, schedules

(a) Scanned copy of all credentials, documents & copies of certificate/information called for would be submitted as per tender.

(b) Scanned copy of the tender form duly filled-in by the tenderer clearly, neatly and accurately. Any alteration, erasers or over-writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

(c) The Tenderer who qualified in the Technical Bid shall produce original of above documents or any other documents, before opening of the Price Bid.

B) Price Bid:

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Schedule of price bid in the form of BOQ_XXXX .xls:

The below mentioned (Section 10) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this

BoQ_XXXX.xls as it is and quote their percentage rate in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and the tenderer is liable to be banned from doing business with AIIMS Bilaspur.

8. SUBMISSION OF TENDER:

- 8.1. The Tender shall be submitted online in two parts viz. Technical-Commercial Bid and Financial Bid.
- 8.2. In Financial Bid, bidders are requested to quote their rate in the format provided and upload the scanned file.
- 8.3. The Techno-commercial Bid shall include the following:
 - 8.3.1. Scanned copy of the Tender Document along with all its Annexure & Appendices duly signed on each page by the Tenderer
 - 8.3.2. Scanned copy of list of Documents as required and clause 7 (Document required to be attached with Tender).
- 8.4. Tenders which do not comply with these instructions or conditional Tenders shall be summarily rejected.
- 8.5. It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the Tender.
- 8.6. The tenderer shall be a DGR approved and sponsored agency and could quote up to a maximum limit of 10% only on service charges excluding GST on DGR approved wages.

9. OPENING OF TENDERS AND EVALUATION OF BIDS:

The Technical bids will be opened online on CPP Portal after the time, date and place as indicated in the Tender Documents. The Agency will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Technical Bid. Price Bid of only those Agencies shall be opened whose Technical Bid qualifies as per eligibility mentioned. The Agency Technically qualified will also be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Price Bids.

L-1 CLAUSE: -

1. The Agency shall quote its service charges for providing the security services on the percentage rate on DGR minimum wages applicable at the time of submission of Tender.
2. The Agency is not entitled to claim any enhancement of percentage rate on minimum wages applicable during the tenure of the Contract.
3. The financial bids shall be opened with prior intimation to technically qualified DGR Security Agency s.
4. Rates should be quoted in price with inclusive all additional charges and exclusive GST (as per applicable).
5. L-1 Agency will be decided on the basis of minimum Price quoted by the DGR Security Agency (excluding taxes). In the eventuality of all the DGR sponsored agencies quoting the same rates, the Principal Employer will award the contract to the senior most sponsored agency.

Note: - In case of any dispute regarding award of tender, decision of the competent Authority of AIIMS Bilaspur would be the final.

10. **CORRUPT PRACTICES:** Any bribe, commission or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Institute shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of or on behalf of the Tenderer will also make his Tender liable to rejection.

11. AIIMS, Bilaspur reserves the right to reject any or all the Tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his Tender by a letter/fax/e-mail.
12. In case of any clear indication of cartelization, AIIMS, Bilaspur shall reject the tender(s) and forfeit the Bank Guarantee or EMD as the case may be.
13. AIIMS, Bilaspur will not enter into any negotiation even with the Lowest Tenderer.
14. If the information given by the Tenderer in the Tender Documents and its Annexure and Appendices is found to be false/incorrect at any stage, AIIMS shall have the right to disqualify/summarily terminate the Contract.
15. Executive Director, AIIMS, Bilaspur reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender.

SECTION 7

TERMS & CONDITIONS GOVERNING CONTRACT FOR PROVIDING SECURITY SERVICES BY SUPPLYING SECURITY GUARDS FOR AIIMS BILASPUR.

1. DEFINITIONS:

- 1.1. The terms 'Contract' shall mean and include the invitation to tender incorporating also the General Information to tenderers, the tender, its annexures, appendices, acceptance of tender and such general and special conditions as may be added to it.
- 1.2. The terms 'AIIMS' and the 'Institute' wherever occurs shall mean the AIIMS, Bilaspur, and will include its Executive Director and assignees.
- 1.3. The term 'Agency' shall mean and include the person or persons, Registered Firm or Company or PSU/Corporation of Govt with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.4. The term 'Security Guard' shall mean Security Guards/Armed Guards/Supervisors to be provided by the Agency.
- 1.5. The term "DGR Wages" shall mean the rates of wages promulgated by the DGR from time to time.
- 1.6. The term "senior most Agency" shall mean the seniority allotted by the DGR in the Sponsorship letter.

2. PARTIES TO THE CONTRACT

- 2.1. The parties to the Contract are contractors/Agency and the AIIMS Bilaspur represented by the Executive Director and / or any other person authorized and acting on his behalf.
- 2.2. Notice or any other action to be taken on behalf of AIIMS may be issued/ accepted by the Executive Director or any other officer so authorized and acting on his behalf.
- 2.3. The person signing the tender or any other document(s) forming part of the tender, on behalf of any other person or a registered firm shall be deemed to warrant that he has authority to bind such other person or the registered firm, as the case may be, in all matters pertaining to the contract. If, at any stage, it is found that the person concerned had no such authority, AIIMS may, without prejudice to other civil/ criminal remedies, terminate the contract and hold the signatory liable for all costs and consequences/damages.
- 2.4. The Agency shall not during the currency of the contract, make, without the prior approval of AIIMS any change in the constitution of the firm. The Agency shall notify, to the AIIMS the death/resignation of any of the Director(s) immediately on the occurrence of such an event. On receipt of such notice AIIMS shall have the right to terminate the contract at its discretion.

3. SUBLETTING

- 3.1. The Agency shall not sublet, transfer or assign the contract or any part thereof. In the event of the Agency contravening this condition AIIMS is entitled to terminate the contract and to get the balance terms under the contract executed at the risk and cost of the Agency and the Agency shall be liable for all loss or damage which AIIMS may sustain in consequence or arising out of such replacing of the contract without prejudice to any other right the AIIMS may have under the contract and law.

4. RELATIONSHIP WITH THIRD PARTY

All transactions between the Agency and the third party shall be carried out as between two principals without reference to AIIMS in any event. The Agency shall also undertake to make third parties fully aware of the position aforesaid.

5. LIABILITY OF AGENCY

- 5.1. All persons employed by the Agency shall be engaged by them/him as his/their own employees in all respects and all the responsibilities/obligations to fulfill/compliance of provisions of Contract Labour (R&A) Act 1970 or the Indian Factories Act or the Employees Compensation Act or Employees Provident Fund & Misc. Provision Act', and Minimum Wages Act and various other applicable statutory enactments shall be that of the Contractor/Agency.
- 5.2. The Agency shall indemnify AIIMS against all the claims whatsoever in respect of his

- personnel under Employees Compensation Act or EPF & MP Act, ESI Act or any other statutory modifications thereof or otherwise for or in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not. The Agency/Contractor shall coordinate with ESI authorities to get the family treatment card for Security Guards.
- 5.3. Agency shall also comply with all Rules and Regulations/Enactments made by the State Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.
- 5.4. The tenderer should be registered with EPFO as an independent employer having a separate code number as required for an employer under the provisions of EPF & MP Act, 1952 and EPF scheme framed there under. The contractor/Agency shall be liable for making contributions, in accordance with the provisions of the Employees Provident Fund & Miscellaneous Provisions Act 1952, and the scheme framed there under and under Provisions of ESI Act, 1948 in respect of Security Guard employed by contractor. The contractor shall recover the amount payable by such employees towards EPF, the amount of the member's contributions together with an equal amount of his contributions and also Administrative Charges to the concerned EPFO authorities. The contractor shall furnish copies of challans along with the certificate cum statement as proof of deposit of EPF & ESI failing which the bills of the contractors will not be released. If on account of default of the Contractor, in making/depositing such payments or for any other reason AIIMS makes such contribution on behalf of the Contractor AIIMS shall be entitled to set off against the amount due to the Contractor, the Contributions made by it on account of his default in making payments, or otherwise in respect of the Security Guard employed by the Agency.
- 5.5. The Agency shall maintain and submit following Records and Returns prescribed under the EPF Act 1952 and the Scheme framed there under to the Authority designated under the said Act and to the AIIMS Bilaspur
- Form 2 : Nomination and Declaration Forms to be submitted for new entrants.
 - Form 3 : The Contribution Card for the currency period – Annually.
 - Form 3A: Contribution Card for the currency period from 1st April to 31st March- Annually
 - Form 4: Contribution Card for Employees other than monthly paid Employees Annually
 - Form 5 : Return of Employees qualifying for the Membership.
 - Form 5A : Return of Ownership to be sent to the Regional Commissioner
 - Form 6 : Return of the Contribution Card and Annual Statement of Contribution.
 - Form 6A : Consolidated Annual Contribution Statements. Form
 - 10: Form of Maintenance of Accounts.
 - Form 11 : Balance Sheet
 - Form 12 A Statement of Contribution – Monthly.
- 5.6. The penalties are detailed in Section 8 Point 31.
- 5.7. The Agency/Contractor will not tag any Condition whatsoever, including payment of its bills, with the timely disbursement of wages to the security guards engaged for AIIMS.
- 5.8. The contractor shall, within 7 days of the closure of every month, submit to the Principal Employer (AIIMS), a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (AIIMS) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the R.P.F Commissioner.
- 5.9. The Contractor shall maintain an Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident

Fund Commissioner and to the AIIMS Bilaspur or Officer authorized by him or acting on his behalf.

- 5.10. If the Contractor/Agency fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and the Scheme framed there under and also to the Executive Director AIIMS Bilaspur or an Officer acting on his behalf, AIIMS will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor
- 5.10.1. The Agency shall be solely responsible for the redress of grievances/resolution of disputes relating to persons deployed by them. AIIMS shall, in no way, be responsible for settlement of such issues whatsoever. AIIMS shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Contractor/Agency in the course of their performing the function/duties or payment towards any compensation.
- 5.10.2. For all intents and purposes, the Agency shall be the 'Employer' within the meaning of different Labour Legislation in respect of personnel so employed and deployed in the AIIMS. The persons deployed by the Agency in the AIIMS shall not have claims of any Master and Servant relationship nor have any Principal and Agent relationship with or against AIIMS.
- 5.10.3. In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the AIIMS. Agency should make this known to persons deployed by him.
- 5.10.4. The personnel deployed by the Contractor/Agency shall be the employees of the Agency and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, ad hoc, regular/confirmed employees of AIIMS during the Contract or after expiry of the Contract.
- 5.10.5. Any liability arising out of accident or death of any personnel while on duty shall be borne by the Agency.
- 5.10.6. The Agency shall during the period of contract pay not less than the minimum wages prescribed by the DGR to the guards engaged by him, throughout the term of the contract. Minimum wages shall mean the rates notified by appropriate authority and prevailing at the time of submission of tenders for the work and as amended from time to time. The Agency shall also maintain such records and submit periodical returns regularly to the authority as may be prescribed under the various Acts and the Scheme and the Rules framed there under and to the Executive Director, AIIMS Bilaspur or any officer authorized by AIIMS. The Agency shall also make available such returns/ records as may be prescribed and or demanded for inspection by any officers authorized by AIIMS.
- 5.10.7. Agency shall produce necessary records to prove that it had complied with the provisions of EPF & MP Act and shall produce No Dues Certificate from EPFO/RPFC so that the PSG (Performance Security Guarantee) /BG (Bank Guarantee) may be refunded. The Agency shall maintain necessary records and registers like wages book, wage slip, register of unpaid wages, register of fines and deductions etc, as prescribed under the different Acts.
- 5.10.8. Executive Director, AIIMS Bilaspur reserves the right to withhold 20% of the amount from the monthly bills of the Agency for any financial liability under the contract. The amount so deducted will only be refunded/adjusted when the Agency produces proof for fulfilling statutory obligations as stipulated in different Labour Acts/ Rules/ Instructions/ Circulars etc, applicable to the Contract.
- 5.10.9. Tenderer whose tender is accepted by AIIMS shall immediately apply for license to the Licensing Authority concerned in terms of Section 12 of the Contract Labour (R&A) Rules-1971 before entering upon any work under the contract. The Agency shall also obtain a temporary license whenever required under relevant Rules in cases where he

intends to employ more persons in number than that mentioned in the regular license for short durations not exceeding 15 days. The Agency shall also renew the regular license at least two months before expiry of the regular license. The Agency shall also get the temporary licence renewed whenever necessary. If for any reason the application for a licence is finally rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the Agency and the decision of the Executive Director, AIIMS, Bilaspur in this behalf shall be final and binding on the Agency. Agency shall abide by all the provisions of the Contract Labour (R&A), Act-1970 and the Rules framed there under The Agency shall be directly responsible for any liability arising against them. Any liability arising on AIIMS out of the contract, AIIMS is entitled to recover the same from the bills of the Agency.

6. Bribe, Commission, Gift etc.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Agency, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative of AIIMS, or any person on his or their behalf, for showing any favour or forbearing to show any disfavor to any person in relation to the Contract, shall make the Agency liable for termination/debar, as the case may be, of this Contract or any other Contract with AIIMS and the Agency shall be liable to reimburse AIIMS of any loss or damage resulting from such cancellation. Canvassing on the part or on behalf of the Tenderer will also make his Tender liable for rejection.

7. PERIOD OF CONTRACT:

- 7.1. The contract shall initially remain in force for a period of one year and may be extended for an additional year, with a maximum period of two years.
- 7.2. The Executive Director, AIIMS Bilaspur reserves right to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the Contractor/Agency at their last known place of residence/ business and the Agency shall not be entitled to any compensation by reason of such termination. The action of the Executive Director, AIIMS Bilaspur under this clause shall be final, conclusive and binding on the Contractor/Agency and shall not be called in question.

8. PAYMENT PROCEDURE AND BIOMETRIC ATTENDANCE SYSTEMS:

- 8.1. The payment of salaries to the security personnel will be mandatorily linked to AIIMS, Bilaspur provisioned Biometric System wherever the bio-metric system is installed or biometric installed by DGR agency. The Security Agency will additionally maintain a register in which day to day deployment of personnel will be recorded. In case any security personnel are unable to mark their attendance due to unavoidable reasons in the biometric system, the Security Agency shall get the same certified with recorded reasons from concerned Officer In-Charge of security before the end of their shift on the same day and submit a copy of the same for reconciliation during verification of bills. In case of non-functional Biometric System of a particular area due to any technical fault or in areas where AIIMS bio-metric system is still not installed, the recorded data from Attendance Register of the security personnel will be taken into account for processing of bills in all respects for making the payment.
- 8.2. Service Providers will submit monthly bills to the Faculty Incharge Security via DD (A) along with captured attendance by the 3rd of every month. The Faculty Incharge Security via DD (A) will verify the attendance bills and forward to the Accounts Section along with a report/recommendation of Security Monitoring Committee by 5th of every month for vetting as per terms & conditions laid down in service contract provisions. The Security Agency shall disburse the wages to its staff deployed at AIIMS, Bilaspur by 7th of every month through ECS irrespective of the status of

payment of the current bill submitted by the agency. Concurrent audit of the monthly bills submitted by the security provider will be conducted by the Finance Department.

8.3. Bills in detail may be drawn as per column given below:

- i) Name/ EPF Code & IP No. (if any)
 - ii) Basic +VDA
 - iii) ESI (3.25% of Basic +VDA), if applicable
 - iv) EPF @12% +EDLI 0.5% + Admin Charges 0.5% total 13 % of Basic +VDA Limit up to 15000
 - v) House Rent Allowance (HRA 8% of Basic plus VDA or Rs. 1800/- whichever is higher)
 - vi) ESI on HRA =3.25 % OF HRA,if applicable
 - vii) Uniform Outfit: (5% of Basic +VDA)
 - viii) Washing Allowance (3% of Basic +VDA)
 - ix) Relieving Charges
 - x) Bonus, if applicable as per Bonus Act.
- Total of above (i to x)
Service Charges (As applicable)
GST (if applicable)

8.4. The Security Agency shall submit a detailed checklist and certificate along with each bill to the effect that the payments have been made to the employees as per approved wages, acquaintance roll and all labour laws obligations have been complied with including payment of overtime allowance. In order to confirm the correctness of payment accounts to the right party, the Security Agency has to submit adequate documentary proof of depositing EPF (including Employer's/Employee's share of contribution for Provident Fund, Pension Fund, EDLI, Admn- Charges etc.), ESI contributions and GST of preceding month in concerned authorities along with bills. Documentary proof of EPF, ESI contributions should be in the individual name of security personnel. The Security Agency shall submit an affidavit on non-judicial stamp paper of Rs.50/- that they have deposited EPF & ESI contributions of actual numbers of personnel in concerned authorities mentioned in the bill and all the security personnel have been issued Salary Slip with full details.

8.5. In case of any dispute with the Security Agency, at least 90% of the payment against the verified bills raised by the Security Agency shall be released by AIIMS, Bilaspur against deposition of a bank guarantee for an equivalent amount to ensure payment of salaries of security personnel till such time the dispute is resolved. The Security Agency shall ensure that all staff deployed must have a valid Bank Account and payment to be made through their accounts every month. Certified copy of payment has to be submitted along with relevant documents by the 15th of every month. The Security Agency shall furnish Bank details with valid Bank Account Numbers of each security personnel who would be deployed at AIIMS, Bilaspur. The Security Agency has to give an undertaking (mutually agreed format), duly countersigned by In-charge security or officer deputed by him regarding payment of wages as per rules and laws in force, before receiving the 2nd payment and onwards.

8.6. The contractor shall make payment to the Security Personnel employed by it as promulgated by the DGR from time to time. The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments. All Statutory Payments will be made as per applicable rates.

- 8.7. The contractor shall make all the payments to the security personnel engaged by them through electronic mode only.
- 8.8. The AIIMS shall not be liable for payment of any interest on any bill outstanding for payment.
- 8.9. This shall further be ensured by the contractor that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.
- 8.10. AIIMS reserves the right to claim from the contractor any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

9. Liability of Agency for losses suffered by AIIMS

- 9.1. The Agency shall be liable for all costs, damages, charges and expenses suffered or incurred by the AIIMS due to the Agency's negligence and un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to AIIMS, or in particular to any property belonging to AIIMS due to any act, whether negligent or otherwise, of the Agency or his employees. The decision of the Executive Director, AIIMS Bilaspur regarding such failure of the Agency and their liability for the losses, etc, suffered by the AIIMS, and the quantification of such losses, shall be final and binding on the Agency.

10. SUMMARY TERMINATION OF THE CONTRACT:

- 10.1. In the event of the Agency having been adjudged insolvent or goes into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Executive Director , AIIMS Bilaspur shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Agency and to claim from the Agency any resultant loss sustained or cost incurred by AIIMS.
- 10.2. AIIMS shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Agency or of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the Agency and/or forfeit the Bank Guarantee or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by AIIMS due to the contractor's negligence or un-workman like performance of any of the services under the contract.
- 10.3. The Agency shall be responsible to supply competent security personnel/guards under the contract in accordance with the instructions issued by the Executive Director, AIIMS Bilaspur or an Officer acting on his behalf. If the Agency fails to supply the requisite number of security personnels, the Executive Director, AIIMS Bilaspur shall at his entire discretion, without terminating the contract be at liberty to engage other Agency at the risk and cost of the Agency who shall be liable to make good to AIIMS all additional charges, expenses, cost or losses that AIIMS may incur or suffer thereby. The Agency shall not, however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Executive Director, AIIMS Bilaspur shall be final and binding on the Agency.
- 10.4. The decision of the Executive Director, AIIMS Bilaspur in respect of damages, losses, charges, costs, or expenses shall be final and binding on the Agency.
- 10.5. AIIMS shall not be liable for payment of any interest on the BG (Bank Guarantee) or any depreciation thereof for the time it is held by AIIMS.

11. RECOVERY OF LOSSES SUFFERED BY THE AIIMS:

- 11.1. AIIMS shall be at liberty to reimburse themselves for any damages, losses, charges, costs, or expenses suffered or incurred by him due to Agency negligence and un- workmanlike

- performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due, to the Agency under this or any other contract with AIIMS. In the event of the sum which may be due from the Agency, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Agency as aforesaid, shall be deducted from the BG furnished by the Agency. If this sum also is not sufficient to recover the full amount claimed by AIIMS, the Agency shall pay to AIIMS on demand the remaining balance of the aforesaid sum claimed.
- 11.2. The Executive Director, AIIMS Bilaspur will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum of value of loss and also in regard to the liability of the Agency for such loss of the amount, to be recovered from them. The decision of the Executive Director, AIIMS Bilaspur in this regard shall be final and binding on the Agency.
- 11.3. In the event of the default on the part of the Agency in providing Guard and/or their failure to perform any of the services mentioned in this tender efficiently and to the entire satisfaction of the Executive Director, AIIMS Bilaspur or any officer acting on his behalf, Executive Director, AIIMS Bilaspur shall without prejudice to other rights and remedies, under this tender have the right to recover by way of Liquidated damages from the Agency a sum of rupees one hundred per day. The parties to the Contract having read that the amount of Liquidated damages specified above represents a genuine estimate of the loss likely to be caused to AIIMS. The decision of the Executive Director, AIIMS Bilaspur on the question whether the Agency have committed such default or have failed to perform any such service efficiently and are liable to pay Liquidated damages and as to the quantum of such Liquidated damages, shall be final and binding on the Agency.
- 11.4. **SET-OFF:** Any sum of money due and payable to the Agency (including BG returnable to Agency) under this contract may be appropriated by AIIMS and set off against any claim of AIIMS under this contract or any other contract made by the Agency with AIIMS.
- 11.5. **INDEMNITY:** The Agency shall defend, indemnify and hold AIIMS during and after the terms of the contract harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising or resulting from violation of any laws by the Agency or its personnel or in any way connected with the acts, amenities, negligence, breach of this agreement and failure to perform obligations under this contract.

12. GENERAL CONDITION

- 12.1. The Agency shall strictly abide by the Rules, Regulations and Laws of India.
- 12.2. The Security Agency will provide guards round the clock. The Agency shall ensure the safety and security of the AIIMS personnel and properties in AIIMS campus at Bilaspur by deploying guards in Three shifts of eight hours.
- 12.3. The Security Agency will undertake to provide the armed/ unarmed personnel to the AIIMS and the Security Agency will be directly responsible for payment of their salaries not less than the rates of minimum wages as notified by the DGR from time to time.
- 12.4. The Agency shall quote its service charges for providing the security services on the percentage rate on minimum wages applicable at the time of submission of Tender. The Agency is not entitled to claim any enhancement of percentage rate on minimum wages applicable during the tenure of the Contract.
- 12.5. In case the DGR wages are revised upward, the service charges will be applicable on the revised wages but the percentage of rates quoted will remain the same.
- 12.6. AIIMS shall have no liability/obligation to employ directly or indirectly any personnel deployed by the Security agency, in the services of AIIMS.
- 12.7. In case of any negligence, connivance or direct/ indirect involvement of any personnel deployed by Agency for security and safety of the property of the AIIMS or there being occurred any theft, pilferage, misappropriation, bungling of stocks/stores or any other loss to

AIIMS's property for whatsoever reason the Agency will be responsible and liable to compensate the losses as evaluated by Executive Director, AIIMS Bilaspur or any other authorized officer of AIIMS. The decision of the Executive Director, AIIMS Bilaspur or any other authorized officer of the AIIMS shall be final and binding on the Agency.

- 12.8. If AIIMS considers that the replacement of a particular guard supplied by the Security agency is necessary, this will be done by the Security agency on receipt of the request from the AIIMS.
- 12.9. The AIIMS will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel deployed by the Security Agency. The Security Agency will be the employer of the guards and the AIIMS will have no concern/liability whatsoever in respect of their service.
- 12.10. The guards deployed by the security Agency shall have no lien or claim in any manner on AIIMS during or after cessation of this contract. In case, the guards resort to litigation in any court for any reason, the security agency will be solely responsible towards the verdict of the court, at its own cost. The security Agency is liable for expenses, losses and damages, if any, due to filing of any claim or suit or any such proceedings by the agency employees against AIIMS and AIIMS is entitled to deduct the sum from the pending or future bills of the security agency.
- 12.11. The guards of the Security agency will not take part in any activity of AIIMS employee's Union/Association or form Union in the premises.
- 12.12. Only trained and experienced guards will be deployed in AIIMS. The Agency shall also provide the nominal roll of the guards along with their photographs to AIIMS. Each guard will be provided with an identity card by the security Agency, which will have to be shown by them on demand by any of the officers/staff of AIIMS. The Agency personnel should not be drug addicted/or use liquor in the AIIMS's premises. The Agency shall also provide undertakings about security personnel's free from illicit drug addicted status.
- 12.13. The guards deployed by the Security agency will help to deal with the anti- social elements, bad character and will also provide protection to AIIMS staff/ officers.
- 12.14. The Security Agency will pay the wages/ advances and any other payments regularly to the guards deployed directly to their Bank accounts and submit relevant records to AIIMS.
- 12.15. The Agency is liable to provide its own personnel. If any of the erstwhile Contractor Upon termination of the contract, the Agency is liable to remove all his personnel from the premises of the AIIMS failing which AIIMS will be entitled to stop all payments due to the Agency.

13. The Agency shall provide such a number of Security guards personnel whenever asked to do so at short notice during day or night by the Executive Director, AIIMS, Bilaspur or any other authorized officer of the Institute.

14. SUBMISSION OF HARD COPY OF TENDER DOCUMENT

As a condition precedent for issuing the Acceptance Letter, successful tenderer shall submit the hard copy duly signed by the tenderer or authorized signatory, as the case may be, within seven days from the date of communication of AIIMS advising the tenderer to furnish the same.

15. FORCE MAJEURE.

The Agency will not be responsible for delays which may arise on account of reasons beyond their control of which the Executive Director, AIIMS Bilaspur shall be the final Authority. Strikes by persons deployed by the Agency on account of any dispute between them as to wages or otherwise will not be deemed to be a reason beyond the Agency's control and Agency shall be responsible for any loss or damage which AIIMS may suffer on this account.

16. Arbitration & Dispute Resolution:

(a) Any dispute or difference arising out of or relating to this service 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 Executive Director, AIIMS, Bilaspur.

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

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of the service contract, neither party shall be entitled to suspend the work /service to which the dispute relates on account of the arbitration and payment to the Security Agency shall continue to be made in terms of the service contract. Arbitration proceedings will be held at Bilaspur only.

17. LAWS GOVERNING THE CONTRACT

The contract shall be governed and interpreted in accordance with the laws of India for the time being in force. In case of any dispute arising out of this contract, the same will be dealt in the court of Law of competent jurisdiction at Bilaspur, HP only.

SECTION 8

SCOPE OF WORK/ REQUIREMENTS/PENALTY

1. Scope of Work of the Security Agency

All India Institute of Medical Sciences, Bilaspur is being established under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) of Govt. of India. AIIMS-Bilaspur (Himachal Pradesh), was approved under Phase-V of the Pradhan Mantri Swasthya Suraksha Yojana (PMSSY), by the Union Cabinet on December 04, 2019. The Institute is to be established over a span of about 247-acre (99.96 hectares) of land on National Highway – 205 (Shimla-Kangra), in the village Kothipura of District Bilaspur, Himachal Pradesh. AIIMS-Bilaspur intends to develop patterns of teaching in undergraduate and postgraduate medical education in all its branches to demonstrate a high standard of medical education to all medical colleges and other allied institutions in India.

The Hon'ble Prime Minister of India, Shri Narendra Modi inaugurated the AIIMS, Bilaspur on October 05, 2022. The Security service is already provided by private security agency through approx. 206 security personnel deployed in different areas of the Institute. The AIIMS-Bilaspur intends to deploy the ex-servicemen through DGR to ensure effectiveness of security services in the premises of AIIMS, Bilaspur in sensitive areas as peripheries, boundary areas, main entry gate, emergency dept and Psychiatry Department etc.

To meet the requirement AIIMS-Bilaspur intends to outsource services of highly skilled ex-servicemen who possess the eligibility criteria conforming to the terms and conditions set out in this tender document. The detail is enumerated in subsequent pages/paragraphs of this tender document

The security Agency shall provide 24x7 watch and ward service in different sensitive areas. The security personnel while being firm in discharge of their duties are required to be courteous, polite and gentle. There would be zero tolerance for abusive language and rude behavior by security personnel.

The security agency shall ensure protection to both public and private property, personnel, inhabitant of the institute, prevent trespass in the assigned areas with/without arm, perform watch, illicit Drugs trafficking, use, supply, sale/ purchase including night patrolling on the various points and prevent the entry of anti-social elements, unauthorized persons and vehicles into the campus and building in the assigned area(s).

The securities to be deployed shall be deputed in sensitive areas as peripheries, boundary areas, main entry gate, emergency dept and Psychiatry Department etc. and other areas as decided by the institute from time to time.

2. Duties and Responsibilities of Security Personnel The following duties and responsibilities are location specific for AIIMS, Bilaspur.

- i. **General Instruction:** The Contractor shall deploy all security personnel at the Institute facility in the manner and as per the instructions of the Institute and the Private Security Agencies (Regulation) Act- 2005 and must comply with and follow all the provision of State laws as & where applicable. The Contractor must follow all the rules and regulations for deployment of all the security Guards in AIIMS premises.
- ii. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel.

- iii. They shall safeguard the AIIMS, Bilaspur site, buildings, movable and immovable assets, equipment and other items against any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex / premises. The security personnel shall be deployed round the clock in 3 shifts at the AIIMS Bilaspur to safeguard the premises.

3. SHIFT TIMINGS: -

The security to be posted as per requirement and need of the institute in the campus. It is required to have 24 × 7 in 3 shifts and general shifts in some areas. It may vary and the tenderer shall be directed by the competent authority from time to time.

- Prolongation of the duty hours (more than 8 hrs. at a stretch) shall not be permitted in general. Any such reported instances shall invite punitive financial penalty by AIIMS. In exceptional emergency cases. The arrangement may be made after obtaining concurrence of AIIMS Bilaspur.
 - The Security Agency shall also prepare/maintain Duty roster with breakup details of location area every month for deployment of security personnel in different locations/ areas and Security Officer will ensure to verify/check the same every month as per deployment. The Security personnel shall be available all times at the place of their duties as per the **duty roster** without an interruption and they shall not leave their place of duty without prior permission of the Security Officer.
4. The Agency shall be responsible for opening / closing of the building and rooms as necessitated / directed by Competent Authority located at AIIMS, Bilaspur site on working and closed days.
 5. The Agency shall inspect the building to ensure that water taps / lights / ACs are not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.
 6. The Agency shall maintain records of inward and outward movement of men (AIIMS, Bilaspur Employees, Sub Contractor Personnel and also regulation of guests and visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Security Officer located at AIIMS, Bilaspur site. The officers and staff of AIIMS will keep the Identity Cards with them and the same are to be checked by the security personnel.
 7. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
 8. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at AIIMS, Bilaspur site. A mock fire drill to be organized every three months. The Security Supervisors and Security Guards should be trained to extinguish fire with the help of fire extinguisher cylinders and other fire fighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
 9. The Security Supervisor of particular assigned areas/buildings under their charges shall be responsible for the overall security arrangements. Respective Security Supervisors shall have a weekly interaction with the Competent Officers or their designated representative to provide and obtain feedback on the quality of service rendered.

10. All Security Supervisors will ensure that the instructions of the AIIMS Management conveyed through Security officer/officer in charge are strictly adhered to without any lapse. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
11. No equipment/engineering materials/consumables are to be taken out of the building without proper gate passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of store material. The specimen signature and telephone numbers of the above stated officer will be available with the security personnel.
12. Deployment of Security Supervisors, Security Guards, Gunmen and Security Guards Civilian will be with the concurrence of Security Officer of the AIIMS and the same will be monitored personally by the Security Officer from time to time and will be responsible for its optimum utilization.
13. The Security supervisors, Security Guards Gunmen and Security Guards Civilian will also take round all the important and sensitive points of the premises as specified by the Institution through Security officers.
14. The Security Guards on patrolling duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises and other movable items left installed therein and to intimate the concerned officers and report.
15. The security should ensure that 'stray animals' movements like pigs, cattle, cows, dogs etc. do not enter the premises.
16. In emergency situations, Security Supervisors, and Security Guards deployed shall also participate as per their role defined in the disaster plan of AIIMS. Security guards/Supervisors should be sensitized for their role in such situations.
17. The Security Supervisors of specific blocks/floors/areas shall interact with the respective area/department heads/in charge for regular interaction on a weekly basis. They shall take instruction and redress the complaint as may be raised in the said meeting.
18. Any other provisions as deemed fit may be incorporated in the contract/agreement. The same shall also be binding on the Security Agency.
19. The security through men/infrastructure deployment will ensure proper security entry and exit points in various areas of AIIMS Campus
20. The Contractor shall ensure that all security personnel are fully conversant with the premises and with the activities of the Institute and its related security requirements.
21. **CODE OF CONDUCT:** The Contractor shall ensure that their security personnel
 - a) Are always smartly turned out and vigilant.
 - b) Are punctual and arrive at least 15 minutes before the start of their shift.
 - c) Take charge of their duties properly and thoroughly.
 - d) Perform their duties with honesty and sincerity.
 - e) Read and understand their post and site instructions and follow the same. Extend respect to all the Officers and staff of the office.

- f) Shall not drink alcohol on duty, or come drunk and report for duty.
- g) Will not gossip or chit chat while on duty.
- h) Will not leave the post unless their reliever comes.
- i) Will never sleep while on duty post.
- j) Will not read newspapers or magazines or spend time on social media/ mobile/ YouTube., while on duty.
- k) Will immediately report if any untoward incident/misconduct or misbehavior occurs.
- l) When in doubt, approach the concerned person immediately.
- m) Will take periodic rounds around the premises.
- n) Security personnel will not leave the post without the knowledge of the Shift-in- charge. If necessary, the needful arrangement will be made by the Supervisor.
- o) Security personnel should get themselves checked whenever they complete their shift duty.
- p) Are extremely courteous with very pleasant mannerism.

22. CONFIDENTIALITY

- a) The phone number and movement plan of the Institute will not be given to anyone.
- b) The following information about the Institute will not be given to anyone.
 - i. Any confidential and patient related information.
 - ii. Location and movement plans.
 - iii. Meeting and conference schedules.

23. DUTIES & RESPONSIBILITIES:

A. SECURITY SUPERVISOR: -

i. Duties & Responsibilities:

- a. Should be able to control over the security personnel deployed
- b. Work in shifts round the clock.
- c. To supervise the work of Security and security guard.
- d. Carry out activity of protecting the premises from any unauthorized entry, and action.
- e. To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization.
- f. To bring to the notice of the Senior Officer, the violation of any law noticed during the course of discharge of his duties.
- g. To keep record of security related information received at the control room and make reports on the important incidents.
- h. Any other responsibility given by the Security Officer/officer in charge.
- i. Any repair requiring change of parts or cameras or its peripherals will be promptly brought to the notice of the IT Department.
- j. He will visit the control room on a daily basis for effective supervision of the control room and duty operator.
- k. Any other responsibility given by the Security Officer/officer in charge

B. SECURITY GUARD WITHOUT ARMS:-

i. Duties & Responsibilities:

- a. Working shifts round the clock.
- b. Carry out activity of protecting the premises from any unauthorized entry, and action.
- c. To provide private security to another person or property or both.

- d. To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.
- e. To bring to the notice of Security Supervisor & Senior Officer the violation of any law noticed during the course of discharge of his duties.
- f. Any other responsibility given by the Security Officer/officer in charge.

C. SECURITY GUARD WITH ARMS: -

i. Duties & Responsibilities:

- a. Working shifts round the clock.
- b. carry out activity of protecting the premises from any unauthorized entry, robbery, theft etc.
- c. To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.
- d. To bring to the notice of the Security Supervisor and security control room the violation of any law noticed during the course of discharge of his duties.
- e. Any other responsibility given by the Security Officer/officer in charge.

24. The responsibilities/Duties of security personnel at designated places of AIIMS Campus are mentioned below:

A) Main Entry Gates: -

- a. There are four main vehicular gates and few pedestrian entry/exit points in the campuses: -
- b. Guards with communication devices should be posted at the gates.
- c. Guards for any eventuality and with communication devices should be posted at the gates.
- d. Traffic entering should be regulated with signage (provided by the AIIMS, Bilaspur on request as required).
- e. Screening of vehicles with inverted mirrors.
- f. Recording of registration number of vehicles (entry as well as exit) as and when required.
- g. The Security Agency shall ensure that the main gates (both entry and exit) are operational near the Emergency/Casualty 24x7 and as well as in other areas.
- h. All the Commercial vehicles exiting the institute should be checked for entry authorization as well as gate pass at the time of exit for preventing pilferage, thefts, illegal and anti-social elements.

B) Traffic & Road side Management: -

- a) There should be dedicated guards/personnel with identifiable dress to act as traffic marshal for managing the traffic flow will be deployed by the Security Agency.
- b) Provide support in implementation of integrated traffic management system to be developed by parking contract/Institute, which facilitates patient's movements in minimal time, keeping the residential areas free from unauthorized entry by patients/visitors/relatives and their vehicles.

In addition, the Security Staff should: -

- i. Enforce one-way movement of traffic in consultation with the Security officer.

- ii. Ensure that vehicles are parked at designated parking places/slots only.
- iii. Identify areas where no parking is to be allowed and enforce no parking restriction.
- iv. Remove vehicles parked at unauthorized places in co-ordination with the person in charge.
- v. Advise pedestrians to use footpaths and prevent jaywalking.
- vi. Identify areas for pedestrian crossing, establish zebra crossing and ensure that vehicles give the right way to pedestrians at zebra crossing.
- vii. Keep all footpaths and open areas free from squatters at night. All such persons are to be shifted to night shelter.

C) Emergency/Casualty Areas Services: -

- a. The Emergency Department/Casualty is where people under life threatening conditions are brought in. The atmosphere in this area is usually charged and volatile. At all times a large number of relatives accompany the patient/s. Therefore, the security services here have to be polite but firm and capable of crowd control. Entry at the main gate will also need to be regulated so that only those who require assessment in an emergency enter the area. Security should be able to further restrict their entry at the two gates of the main emergency or any other point/area fixed by the institute. In addition, there are needs of controlling entry, and frisking of suspected persons and their belongings in these areas. Similar security is also required at the gates of Pediatric, Obstetrics and Gynecology Emergencies. In addition, security personnel are required to be present inside these areas where doctors/nurses function so as to avoid any unpleasant incident.
- b. The Security Agency will ensure that the law and order is maintained in high order in the emergency services area round the clock to avoid any violence and assault on staff and doctors. For this, the security agency shall deploy tall, well-built security personnel preferably experienced in handling such situations.

D) Entry Gates of Hospital and Medical College: -

The following security checks to be carried out: -

- a) HHMD to be provided for proper security check by the Security Agency.
- b) Entry of the attendant and patients should be with the passes and admission slip (issued by AIIMS, Bilaspur).
- c) Staff entry will be allowed after inspection of their identity card.
- d) A proper gate pass is to be obtained in case any material equipment is going out of the gates and record of outgoing material is to be maintained and the same procedure is to be carried out for all the stores.

E) Material Movements

- a) **Incoming Material-** Check the documents carefully and receive the items with the due Entry and forward to the concerned persons.
- b) **Outgoing Material-** Before sending the material, have proper check as per Challans/ gate

- pass. Do not send out any material without the seal and sign of the authorized person.
- c) Returnable and Non-returnable Items record has to be maintained-A periodic status report, i.e. weekly report will be generated by security and submitted to the concerned Department for follow up action on items that have not returned on due dates.
 - d) All material coming in and going out to be recorded correctly as per Challans/ gate pass.
 - e) Materials coming into the premises must be accompanied by a proper Challans.
 - f) No item will be taken out without written permission of the authorized person.
 - g) Documents for material incoming and outgoing should be implemented with a list of authorized signatories office rubber stamps.

F) Patrolling Procedure

- a) The guard must ensure that once the office is closed all the unwanted lights and Air- conditioning units are put off.
- b) Security should not switch off the computers, which are left on.
- c) He will keep a watch on the activities of the casual labours, daily wage workers and contractors.
- d) The patrolling team must patrol throughout the campus at frequent intervals throughout the day and night i.e. 24 ×7. The patrolling team and the supervisor must ensure that no anti-social-elements, anti-social-persons, anti-social- activities, un-authorized persons, visitors, vehicles, constructions, demolitions excavations, rough driving, tree cutting, material movement, beggars, drunken persons presence in the AIIMS, premises, The patrolling team also must make sure that no smoke, fire, flood, water leakages, in the AIIMS premises. If any person violates campus peace, Institute, law and order are immediately removed from the campus and necessary police action against him/her/them. The patrolling team must make sure that there is no Crime against women on campus. The campus must be a safe working environment for all women.
- e) If he finds anything unusual /untoward, a written report must be given to the concerned authority after the necessary action is taken.

G) Changing Over and Taking Over

- a) He will go through the log and entries of the previous shift and discuss the progress plan with the reliever.
- b) Both the security guards /Supervisors will check the entire building thoroughly.
- c) Reliever guard should check all the documents, which are related to the security before taking over charge.
- d) They should check all the systems, which are in the facility/under security.
- e) Occurrence report register to be maintained.
- f) Reliever guard checks the previous shift guard before taking over charge.

H) Clean Desk Policy

All the staff should ensure that their desks are clean before they leave for the day i.e., no important Items are left on the tabletop.

I) Fire Control

- a) Security should know where the fire extinguishers are located/ installed and be able to operate them immediately in case of any fire accidents.
- b) Check the life of the fire extinguishers, i.e., due date of next recharge. If the due date is over, give a written complaint to the institute.
- c) In case of fire, prompt action is taken by the security personnel to safeguard the life and property

of the institute.

- d) In the event of any fire, rush to the spot of the fire, muster all manpower available and take control office fighting operations.

J) Emergency Procedure

- a) The Security should have all the address and contact numbers of the nearest police station. Hospital, Ambulance and Fire Brigade.
- b) Security will immediately report if any untoward incident /misconduct or misbehavior occurs, to the Contractor and Institute.
- c) Security person should know the entire emergency exists doors and main entry gates, so that he can take suitable action at a short notice.
- d) Identify the emergency and its gravity emergency.

25. GENERAL

Communication System:- Communication system necessary for maintaining communication shall be covered by wireless system/walky-talky system, mobile phones etc. and if required the same to be provided by the Security Agency at entry gates and other sensitive parts in the premises.

26. The security Agency will ensure that its security personnel will perform only one eight- hour shift in one day.

27. An undertaking shall be taken by the Security Agency from their security personnel that they will not seek employment with any other organization during their deployment at AIIMS.

28. **Coordination Meetings:** - Security Officer will hold coordination meetings with the Security Agencies of respective areas under Hospital side, Medical, Nursing College, Hostels and Residential Complex from time to time.

29. **Liaison with Police:** - The Security Agencies will regularly liaise with the SHO Police, Bilaspur.

30. The decision of the technical evaluation committee is final and binding.

31. **TOOLS AND EQUIPMENTS:** - The contractor shall provide the under mentioned security equipment & tools to his deploy security staff at AIIMS, Bilaspur, HP deployed at his own cost for proper management of security in the AIIMS, Bilaspur, HP Premises. All security guards and supervisors should be trained in Fire Fighting by the agency. All security guards and supervisors as first responders should actively support and coordinate the fire safety and disaster mock drills organized by the Institute. The full Uniform and ID card should be provided by the agency. The tools and equipments to be provided by the agency:

Sr. No	NAME OF THE EQUIPMENTS	MINIMUM NUMBERS
1.	Torches with batteries(steel)(Rechargeable)	05 in nos.
2.	Search lights (Rechargeable)	10 in nos.
3.	Door Frame Metal Detector	05 in nos.
4.	Radio walky-talky -The sets must cover must cover all parts of the campus	30 in no. 's. with charger and extra spare battery for each walkie talkie.

5.	Id-card-for all the security staff.	01 in no. for each person
6.	Baton (cane- approximate 3 feet length)	01 per Four(04) guards
7.	Ceremonial dress-10 pairs & Traffic lights and jacket	As and when required only.
8.	Rain coat(standard)-for all the security staff	01 in no. for each person once in a year
9.	Helmet(steel) with protector	05 in nos.
10..	Biometric Finger Print Time and Attendance System (for attendance of the security Guard)Backup	01 in nos.
11.	Loud speaker (Mega phone)	03 in nos.
12..	Mobile- SIM card with incoming & outgoing call. The SIM card and the mobiles must be in the name of agency up to the last day of contract period	05 nos with sim cards.
13..	Stationary Items	Based on consumption.
14.	Hand held metal detector	06 in Nos
15.	Metal Barricades movable 6 ft	08 in nos.
16.	Portable speakers with microphone	05 in nos.
18..	LED Safety Batons	06 in nos.

Equipment should not be older than one year from the date of issuing of LOA

32. PENALTY:

The following penalties may be imposed on the "DGR Security Agency" on the recommendations of the In-charge security on recommendation of Security Monitoring Committee. The cumulative penalties shall be compiled and forwarded by the Faculty In-charge Security/ In-charge security along with monthly bills submitted by the Security Agency so that amount of penalties shall be deducted from the payment of monthly bills by Accounts Section.

No	Offences	Penalties (In Rupees)
a.	Security personnel not found displaying photo ID	Rs.100/- per instance/ personnel
b.	Security personnel not in proper uniform	Rs.500/- per instance/ personnel
c.	Security personnel indulging in chewing tobacco/ drinking alcohol/ sleeping or any other misconduct at AIIMS, Bilaspur campus	Rs.1000/- with removal of the offender plus statutory action/ penalty, if any
d.	Violence against healthcare personnel on duty if security lapse substantiated after enquiry by AIIMS, Bilaspur/ police	1st instance: 1% of cumulative bill for that month and termination of the services of the security guards with warning to the security officer on duty. 2nd instance: 3% of the cumulative bill for that month and termination of the services of security guards and security officers on duty. 3rd instance: 5 % of the cumulative bill for that month and

		termination of the services of security guards, security officer and Senior Security Supervisor. 4th instance: termination of service contract.
e.	Non-functioning or unavailability of wireless handsets at posts approved by AIIMS, Bilaspur	Rs.200/- per handset per day
f.	Under deployed vis-a-vis approved deployment reflected in daily attendance register.	For security guards (without arm): Rs. 500/- per guard (2-5% shortage in a shift) Rs.1000/- per guard (more than 5% shortage in a shift in a particular area) For all other categories of security personnel Rs.2000/- per security personal per shift
g.	Found absent from post without information	Rs.500/- on each instance.
h.	Absence of personal gears (baton, reflective jacket, whistle etc.)	Rs.200/- per instance per security personnel
i.	Use of mobile phone/listening to music/not alert	Rs. 500/- per instance per security personnel
j.	Non-payment of wages by 7th of each month.	For the first instance: 1% of cumulative bill for that month For the second instance: 3% of cumulative bill for that month For the third instance: 5% of cumulative bill for that month Beyond three months consecutively, the service contract shall be terminated and performance bank guarantee forfeited.
k.	Double shift in continuation, in any of the area of AIIMS without prior approval of In-charge security.	Rs.500/- per personnel.
l.	Security Personnel found without mask or not maintaining social distancing amongst their own staff in accordance with govt. instructions in vogue.	Rs.500/- on first instance and Rs. 1000/- for every subsequent instance, if ordered.
m.	Security personnel found taking meals break during 8-hour normal shift and no reliever on site.	Rs. 500/- per instance
n.	Any security personnel found habitual offender for any of the above-mentioned individual offences on more than three occasions (except point d – violence against healthcare personnel were, immediate termination will be done after first incident itself)	Removal from the rolls of security providing agency to AIIMS.
o.	Incidents of unsatisfactory Performance / mismanagement on part of service provider, not covered in penalties mentioned above and duly substantiated after enquiry by AIIMS, Bilaspur.	Rs.5000/- per instance. The service contract shall be terminated after third such instance.
p.	Security guards found indulging into influencing or misguiding patients/ attendants or involved into tout practices.	Rs. 5000/- per instance and termination
q.	Security guards found indulging into indecent behavior with women.	Rs. 5000/- per instance, termination and legal action.
r.	Security personnel indulging in smoking at AIIMS, Bilaspur campus	Rs. 200/-on first instance and second instance security personnel to be terminated.
s.	Misbehavior by the deployed staff with AIIMS Employee or Patient/Patient relative/Visitor	Rs.1000/ Per incident
t.	For any other breach, violation or contravention of any terms and conditions contained herein	Rs 5,000 per day
u.	Services remain consistently unsatisfactory for a period of more than 2 weeks	Up to 5% of the annual contract value or as decided by the Institute
v.	Deployed staff is found to be below 18 years of age	Rs. 1,000/ per instance with communication to suitable authorities
w.	Service provider found engaged in corrupt practices/tempering of record.	Rs. 25000/ per person with communication to suitable authorities.
x.	Taking bribe/money for providing job or misconduct /fraud of similar nature etc.	Termination of contract and Blacklisting of service provider plus Penalty up to 1% of Annual Contract Value
y.	Staff deployed without having essential qualification	Rs. 10000/ per employee including recovery of the whole amount

		paid to such employee along with his immediate termination.
z.	Not submitting/delay in providing any record demanded by AIIMS Bilaspur including access to digital/Biometric record.	Rs. 25,000/ Per instance
aa.	Not marking Biometric attendance by employee	Rs. 1,000/ Per instance
ab.	Withholding and any information regarding, employment/ termination of employee	Rs. 5,000/ Per instance
ac.	Employment of persons involved/convicted in heinous crimes, narcotics cases and offence involving moral turpitude.	Rs.5,000/ Per person and removal of such person.
ad.	Any violation of terms of NIT not specifically given above	Rs. 5,000/ Per instance
ae.	Any Other misconduct/ irregularity/deficiency	Penalty as deemed appropriate by the institute
af.	Unauthorized meeting/ procession/ strike by the employees without prior intimation/notice	Up to 1% of Annual Contract value in case of service provider and salary for each day per instance will be deducted in case of each worker who had not reported on duty based on number of days.
Ag.	Sexual Harassment Allegation/Involvement, proved guilty.	Termination of employee(s) involved and action as per law.
Ah.	Theft of institute property	Termination of the employee involved plus Penalty equivalent to one month salary of the person(s) involved and value of property loss by the institute to be paid by the employee or service provider.
Ai.	Deficiency in contribution of ESIC and EPFO	Warning and Recovery of dues on 1st Instance. Penalty as decided by the committee authorized by the institute on subsequent instance along with recovery of dues with interest as applicable.
Aj.	Submission of Fake documents of contribution of ESIC and EPFO.	Recovery of dues or any fine imposed by any authority along with interest as applicable. Penalty as decided by the committee authorized by the institute which may include termination of contract & action as per law.
Ak.	Any involvement of employee(s) in Scam for providing the Jobs	Termination of employee(s) involved and Fine of rupees 25000/- per person and action as per law.
Al.	Involved in making patient registration slips and medical consultation during duty.	Fine of Rs. 500 and warning & termination after third warning.
Am.	Employment of personnel without prior approval from competent authority/authorized person.	Immediate termination of the personnel employed without payment of any dues & fine of Rs.5000 per person.
An.	If any offence is repeated, the penalty will be levied twice of the penalty amount on second instance, thrice the penalty amount on third instance and the concerned employee may be removed from services wherever penalty for 2 nd instance and 3 rd instance not fixed.	

Section 9
Agency Details

I. Name and address of the tenderer, e-mail id and contact Number:

1	Specify whether tenderer is Proprietary concern/Regd.Partnership firm/Company)	
2	Name(s) of Prop/Partner(s)/Director(s) Along with Date of birth(s)	
3	E-mail id & Contact No.	
4	Address	

II. COMPOSITION OF TENDERER: It must be stated whether the tenderer is a Proprietorship concern or Registered partnership firm or a Company. The name and date of birth of Proprietor or Partners or Directors of the company, as applicable must be given in above Table.

III. BUSINESS IN WHICH THE TENDERER IS EMPLOYED:

The nature of business in which the tenderer or partner of the tender's firm are engaged should be stated together with particulars of where Head Office and Branches, if any, are located along with details of sister concern.

1	Name, address of the Head Office & nature of business.	
2	Name & address of the Branch(es) and sister concern(s),if any.	

SECTION 10

FINANCIAL BID TERMS & CONDITIONS

(PDF of the same to be uploaded with Excel BoQ in Financial Bid)

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.
2. Service provider agencies have to fill the percentage (%) of service charges on the total monthly bill for all categories of human resources provided. The rate of service charge is to be the same for all categories of post. **No other charges would be payable by the Institute.**
3. TDS will be deducted as per Govt. norms.
4. The Lowest Bidder (L1) shall be determined on the basis of service charges quoted by the bidders. The service charges should be not be less than 3.85% excluding GST of the consolidated wage and maximum two digits after decimal points is to be taken for evaluation. The service charge is also to be at Percentage common to all categories. The Bidder has to comply with all the provisions of the labour laws and all other applicable rules/regulation/laws. In the event of tie (more than one DGR sponsored agency/bidders quoting same service charges) the senior most will be awarded as per list supplied by DGR in Section-11
5. That I/We undertake that the information given in this tender are true and correct in all respects.

Yours faithfully,

()

Signature of Tenderer (Capacity in which signing)

SECTION-11
SPONSORSHIP LETTER FROM DGR

107

Tele & Fax : 011-20862565
E-mail : security4dgr@desw.gov.in
drzwcdm@desw.gov.in
drznudm@desw.gov.in



REGISTERED POST
Directorate of Resettlement
West Block IV, R.K.Puam
New Delhi
PIN : 110066

No 2112/Security/2025/ AIIMS/State ESM Corp/2828/2827/2826/2829

28 Aug 2025

To,
Lt Col Vishwas Pradeep Paranjpe
Deputy Director (Admin)
AIIMS, Bilaspur
Himachal Pradesh- 174001

Tele No.- +01978-280490
Email : dda@aiimsbilaspur.edu.in

SPONSORSHIP FOR PROVISION OF ESM MANPOWER FOR SECURITY

- Reference your Letter No. AIIMS-BLS/G/2024-25/488 dated 25 Aug 2024.
- The details of sponsorship are as follows:-

2828- Chairman cum Managing Director Himachal Pradesh Ex-Servicemen Corporation, Hamirpur, Himachal Pradesh PIN - 177001 E-mail - exservicehp@nic.in Telephone- 01972-224438 Mobile- 9418088163	2827- Managing Director Uttarakhand Purv Sainik Kalyan Nigam Ltd. Andaman Road, Garhi Cantt Dehradun - 248003 E-mail - agreement@upnl.co.in info@upnl.co.in Telephone -- 0135-2750913 Mobile -6396919695, 9485191377	2826- Managing Director Uttar Pradesh Purv Sainik Kalyan Nigam Ltd Canal Ring Road, Devikhera, PO Dilkusha, Lucknow, Uttar Pradesh- 226002 E-mail - md@upsainiknigam.com , dgm@upsainiknigam.com Telephone - 0522-2975644 0522-2975655 Mobile - 9621450731	2829- Managing Director Punjab Ex-Servicemen Corporation SC O 89-90, Sector 34-A, Chandigarh-160022 E-mail - pesco34chd@yahoo.com Telephone - 0172-2660630 Mobile - 6239500824
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Location: AIIMS, Bilaspur (Himachal Pradesh)
Approximate No. of ESM : 73
Duration of Contract : 2 years
Authority to Monitor : Directorate Resettlement Zone C/o HQ Northern Command, Udhampur

- The sponsored agency is required to establish contact with the employer by 09 Sep 2025.
- DGR Guidelines for functioning of Security Agencies and wage structure can be accessed at www.dgrindia.gov.in.
- CPSUs are requested to intimate the number of guards allotted to the State ESM Corporations for updation of our records within one week of materialization of contract.
- CPSUs are requested to forward fresh Requisition form dully filled to this office 06 months prior to the completion of ongoing contract of Security Agency for fresh sponsorship.
- This has the approval of D.G.R.
- The seniority order of Security Agencies is 2828 (Seniormost), 2827, 2826 and 2829 (Juniormost).
- The Public Sector Undertakings are requested to check the Empanelment certificate issued by DGR and PAN Card of the ESM corp Pvt Ltd/individual company (as per the details given in the sponsorship letter) prior to award of the contract to them.
- In case of similar lowest financial bids from two or more sponsored security agencies, the seniormost sponsored agency shall be taken as LT.

Jt Director
For DGR

THIS IS A SYSTEM GENERATED DOCUMENT DOES NOT REQUIRE SIGNATURE
This sponsorship is valid for 90 days from date of issue i.e. upto 25 Nov 2025

SECTION-12

Bid Security Declaration Form

(On the letter head of the DGR Security Agency)

Date.....

(E-tender ID:.....)

To The Executive Director,
AIIMS Bilaspur HP.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid, or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to DGR Security Agency s.

C) if I/we withdraw or modify our bids during the period of validity, or if we are awarded the contract and failed to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals documents, we will be **suspended for a period of 02 years** from being eligible to submit bids/proposals for contracts with the AIIMS Bilaspur HP.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful DGR Security Agency , upon the earlier of (i) the receipt of your notification of the name of the successful DGR Security Agency , or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of DGR Security Agency)

Date onday of (Insert date of signing)

Corporate Seal (where appropriate)

Please Note:- The above Undertaking duly signed and Stamped by the Authorized Signatory of the Agency, must be attached with the technical bids.