

**TENDER DOCUMENT**

**FOR**

**SECURITY SERVICES**

**AT AIIMS, BHUBANESWAR**

**All India Institute of Medical Sciences  
(AIIMS)**

**Village: Sijua, Patrapada,  
Near Biju Patnaik Police Academy,  
Bhubaneswar-751 019**

(No. AIIMS/ BBSR/ADMN/159 dated 11/05/2013)

**TENDER FOR SECURITY SERVICES**

Sealed two bid tenders are invited from Registered Security Agencies for providing security services for watch and ward of AIIMS, Bhubaneswar for its Campus, Residential Complex, Medical College Complex, Hospital Building Complex, etc. in the prescribed tender documents which may be downloaded from the AIIMS Website: [www.aiimsbhubaneswar.edu.in](http://www.aiimsbhubaneswar.edu.in). Tender documents are also available at AIIMS, Bhubaneswar Office on payment of Rs. 300/- by cash (non-refundable) between 10.00 hrs. to 15.30 hrs. on working days up to 7<sup>th</sup> June, 2013.

Offers in prescribed format duly sealed and superscribed “**Tender for Security Services**” should reach to the undersigned at the above address by **10th June, 2013 at 15.00 hrs.** The Technical Bid will be opened on the same day at 16.00 hrs in presence of quotationer(s) or their authorized representatives. **Terms & Conditions:** As laid down in the tender documents. The Director, AIIMS, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof.

**Administrative Officer,  
AIIMS, Bhubaneswar**

**Price: Rs 300.00**

(Those who download the tender document from Website should enclose a crossed Bank Draft for Rs 300/- (Rupees three hundred) only drawn in favour of Director, AIIMS, Bhubaneswar, payable at Bhubaneswar towards cost of tender paper).

Security Bid of Rs. 50,000/- (Rupees fifty thousand) only should also be paid in the shape of Bank Draft drawn in favour of Director, AIIMS payable at Bhubaneswar.

**All India Institute of Medical Sciences (AIIMS)  
Bhubaneswar**

NIT No. AIIMS/BBSR/Admn/2013/

Date: 11.05.2013

**TENDER DOCUMENT  
FOR  
SECURITY SERVICES FOR AIIMS CAMPUS,  
RESIDENTIAL COMPLEX, MEDICAL COLLEGE COMPLEX, HOSPITAL  
BUILDING COMPLEX, ETC. AT BHUBANESWAR**

All India Institute of Medical Sciences (AIIMS), Bhubaneswar invites sealed tenders under two-bid system from reputed and experienced agencies for providing Security Services addressed to Administrative Officer, All India Institute of Medical Sciences (AIIMS), Village:Sijua, Patrapada, Near Biju Patnaik Police Academy, Bhubaneswar-751 019. The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Security Services" and should reach to the above address **before 1500 hrs on or before 10<sup>th</sup> June, 2013**. The technical bids shall be opened on the same day at 1600 hrs at AIIMS Office, Sijua, Bhubaneswar.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement are enclosed as a part of Tender Document. Those who download the tender document from website should enclose DD for Rs 300.00 along with their tender bid in the Cover-I "Technical Bid". The Bid Security (EMD) of Rs. 50,000.00 (Rupees fifty thousand only) should be paid by Demand Draft in favour of DIRECTOR, AIIMS payable at BHUBANESWAR.

**ADMINISTRATIVE OFFICER  
AIIMS, BHUBANESWAR**

**All India Institute of Medical Sciences (AIIMS)  
Bhubaneswar**

**TENDER DOCUMENT  
FOR  
SECURITY SERVICES FOR AIIMS CAMPUS,  
AIIMS CAMPUS,  
RESIDENTIAL COMPLEX, MEDICAL COLLEGE COMPLEX, HOSPITAL BUILDING  
COMPLEX, ETC. AT BHUBANESWAR**

**TECHNICAL BID  
(In separate sealed Cover-I super scribed as Technical Bid)**

| <b>Sl.</b> | <b>Details to be furnished</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Enclosed/ Not-<br/>enclosed/ Complied/<br/>Not-compiled</b> |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 1.         | Name & Address of the Tenderer Organization/<br>Agency with phone number, email and name and<br>telephone/mobile number of contact person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                |
| 2.         | Experience in the work of providing Security<br>Services. Particulars of experience (Attach<br>certificates, testimonials). This shall cover the<br>details of works of similar nature, approximate<br>magnitude and duration carried out and/or on hand<br>for last 10 years along with a certificate from the<br>agency where the job was carried out.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                |
| 3.         | Set-up of your Organization, clearly indicating<br>details of managerial, supervisory and other staff,<br>also indicate the number of muster roll staff<br>available for performing this service:<br><br>a) Is the establishment registered with the<br>Government; please give details with<br>document/evidence.<br>b) Do you have labour licence. Please provide<br>details and attach a copy.<br>c) Licence to keep armed guards and licence for<br>guns /shots should also be enclosed.<br>d) Undertaking of the Agency confirming the<br>availability of the adequate manpower of<br>requisite qualification and experience for<br>deployment in AIIMS.<br>e) Are you covered by the labour Legislations,<br>such as, ESI, EPF, and Gratuity Act etc.<br>Copies of ESI, EPF, Gratuity Act Regn. No.<br>should be enclosed.<br>f) <u>Enclose group photographs of your muster<br/>roll of security guards and Armed Guard.</u> |                                                                |
| 4.         | Are you governed by Minimum Wages Rules of the<br>Central Govt. If yes, please give details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                |



**FINANCIAL BID**  
**(In sealed Cover-II super scribed "Financial Bid")**

**TENDER DOCUMENT**  
**FOR**  
**SECURITY SERVICES FOR AIIMS CAMPUS,**  
**AIIMS CAMPUS,**  
**RESIDENTIAL COMPLEX, MEDICAL COLLEGE COMPLEX, HOSPITAL BUILDING**  
**COMPLEX, ETC. AT BHUBANESWAR**

| Sl. No. | Particulars                 | Nos. | Rate per person/per month (in Rs. *) | Amount (in Rs.) |
|---------|-----------------------------|------|--------------------------------------|-----------------|
| 1.      | Asst. Security Officer      | 03   |                                      |                 |
| 2.      | Armed Guard                 | 25   |                                      |                 |
| 3.      | Security Guards             | 50   |                                      |                 |
| 4.      | Lady Guards (when required) | 03   |                                      |                 |
| 5.      | Commission of the Agency    |      |                                      |                 |
| 6.      | Service Tax                 |      |                                      |                 |
|         | <b>Total Amount Rs.</b>     |      |                                      |                 |

**\*Break-up of the rate (should be enclosed separately) also be provided along with the copy of the Central Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt. and all statutory covered as per Contract of Labour Act.**

**Declaration by the Tenderer:**

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

**Note:**

- i) **No other charges would be payable by AIIMS, Bhubaneswar.**
- ii) **There would be no increase in rates during the Contract Period except provision under the terms and conditions.**

**Date:**

**(Signature of Tenderer with seal)**

**Name:**

**Seal:**

**Address :**

**Phone No. (O) :**

**Mobile No. :**

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

**DRAFT AGREEMENT**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand thirteen between the All India Institute of Medical Sciences, Bhubaneswar as one part, hereinafter called 'AIIMS, Bhubaneswar' and M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ hereinafter called the 'Agency' for providing Security Services on the other part.

WHEREAS the AIIMS, Bhubaneswar is desirous to engage the Agency for providing Security Services for AIIMS, Bhubaneswar at its AIIMS Campus, Residential Complex, Medical College Complex, Hospital Building Complex, etc. at Bhubaneswar on the terms and conditions stated below:

- 01) The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, ESI, etc relating to security personnel deployed in AIIMS, Bhubaneswar. The AIIMS, Bhubaneswar shall have no liability in this regard.
- 02) The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at AIIMS, Bhubaneswar. The AIIMS, Bhubaneswar shall have no liability in this regard.
- 03) Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- 04) The contract can be terminated by giving three months notice on either side.
- 05) In case of non-compliance with the contract, AIIMS, Bhubaneswar reserves its right to:
  - a) Cancel/revoke the contract; and/or
  - b) Impose penalty up to 10% of the total annual value of contract.
- 06) Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.
- 07) The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in AIIMS, Bhubaneswar.
- 08) The security personnel provided by the Agency will not claim to become the employees of AIIMS, Bhubaneswar and there will be no Employee and Employer

relationship between the personnel engaged by the Agency for deployment in AIIMS, Bhubaneswar.

- 09) There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Central Govt.
- 10) The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
- 11) Decision of AIIMS, Bhubaneswar in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
- 12) In case of any dispute between the Agency and AIIMS, Bhubaneswar, Director, AIIMS, Bhubaneswar shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at BHUBANESWAR/CUTTACK.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand thirteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Bhubaneswar in the presence of the witness:

**AIIMS, Bhubaneswar**

Witness:      1.  
                         2.

**AGENCY**

Witness:      1.  
                         2.

**ANNEX**  
**TERMS & CONDITIONS OF CONTRACT**  
**(Annexure to Agreement)**

**A. Scope of Work:**

Providing Security services at All India Institute of Medical Sciences (AIIMS), Bhubaneswar by deploying required number of Security Personnel at its Campus, Residential Complex, Medical College Complex, Hospital Building Complex, etc. at Bhubaneswar

- 01) The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel who shall be ex-servicemen to safeguard the AIIMS, Bhubaneswar, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, scholars, visitors, guests or any other persons working in its complex.
- 02) The security personnel shall be deployed round the clock in 3 shifts at the AIIMS, Bhubaneswar to safeguard the premises.
- 03) **Number of Asst. Security Officer, Armed Guard and Security Guard mentioned in the Tender documents are provisional. Exact number of personnel will be intimated on phase wise manner to the Agency for deployment.**
- 04) The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by AIIMS, Bhubaneswar on working and closed days.
- 05) The Agency shall 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.
- 06) The Agency shall maintain records of inward and outward movement of men/women (AIIMS, Bhubaneswar Employees, Scholars 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 AIIMS, Bhubaneswar.
- 07) The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert and should well dressed and equipped.
- 08) The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at AIIMS, Bhubaneswar. A mock fire drill may be organized every month.
- 09) The Agency shall keep the AIIMS, Bhubaneswar informed of all the matters of security and co-operate in the investigation of any incident relating to security.

## B. Eligibility Criteria

- 01) The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with DGR who possess the required licenses, or Registered with the Govt. or under the Statute prior to at least for 12 months from the date of the opening of tender.
- 02) The tenderer shall have at least 10 years experience in providing Security services.
- 03) Having successfully completed works of similar magnitude as per following criteria, in last three years in any Govt. Organisation.
  - (i) One similar work of Rs. 50,00,000/- or more.
  - Or
  - (ii) Two similar works, each amounting to not less than Rs. 35,00,000/-.
  - Or
  - (iii) Three similar works, each amounting to not less than Rs. 28,00,000/-.
- 04) Proof of financial turnover with a minimum of Rs. 1 Crore per year achieved, duly attested by Chartered Accountants.
- 05) The bidder should have an office/ branch in proximity of Bhubaneswar (copy of the Proof enclosed).
- 06) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
- 07) The bidder shall have the following Registrations made in Odisha only and details of the same be provided in the Technical Bid:
  - a) EPF Registration
  - b) ESI Registration
  - c) PAN based Service Tax Registration
  - d) Valid License, issued by Regional Labour Commissioner, Govt of India for minimum 50 persons for providing security service.
  - e) Valid TIN.
  - f) Valid Service Tax Registration / Trade License.
- 08) **The offer of bidder will be cancelled straight away , if the bidder quoted the rate(s) less than the Minimum Wages of Central Government & Statutory dues as per Contract of Labour Act and also if the Commission of the Agency quoted for Zero Percentage.**

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

- 01) The initial period of contract shall be for 11 months may be extended further, one year at a time depending on performance of the Agency and at discretion of Director, AIIMS, Bhubaneswar.

- 02) The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Bhubaneswar on any working day between 0930 hrs and 1700 hrs on payment of non refundable charges of Rs 300/- only or can be downloaded from Website. Those who download the tender document from Website should enclose a DD for Rs 300/- along with their bid in the Cover-I containing Technical Bid.
- 03) The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Security Services" should reach AIIMS, Bhubaneswar before 1500 hrs on or before 10<sup>th</sup> June, 2013. The technical bids shall be opened on the same day at 1600 hrs at AIIMS, Bhubaneswar in presence of the bidders or their authorized representatives who choose to remain present.
- 04) All the pages of the tender should be signed by the owner of the firm or his Authorized Signatory. In case the tenders are signed by the Authorized Signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
- 05) A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
- 06) The bidder shall pay Bid Security (EMD) of Rs 50,000.00 (Rupees fifty thousand only) along with the technical bid by Demand Draft in favour of "DIRECTOR, AIIMS" drawn on any Nationalized Bank/Scheduled Bank and payable at BHUBANESWAR. Bids received without Earnest Money Deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
- 07) The Bid Security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
- 08) As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of Demand Draft/ Bank Gurantee in favour of "AIIMS, Bhubaneswar" drawn on any Nationalized Bank/Scheduled Bank and payable at BHUBANESWAR.
- 09) In case you are sending complete sealed tender by post, kindly send it through SPEED POST only.
- 10) Any future clarification and/or corrigendum(s) shall be communicated through tender section on the AIIMS, Bhubaneswar website; [www.aiimsbhubaneswar.edu](http://www.aiimsbhubaneswar.edu).

- 11) The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'AIIMS, Bhubaneswar' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
- 12) The EMD deposited by successful agency will be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his Bid Security (EMD) shall be forfeited unless time extension has been granted by AIIMS, Bhubaneswar.
- 13) The bid shall be valid and open for acceptance of the Competent Authority of AIIMS, Bhubaneswar for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
- 14) To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- 15) After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by Director, AIIMS, Bhubaneswar shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
- 16) The quoted rates shall not be less than the minimum wages of Central Govt. and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.
- 17) AIIMS, Bhubaneswar shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per the Ministry of Labour, Govt. of India above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
- 18) AIIMS, Bhubaneswar reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Bhubaneswar also reserves the right to reject any bid which in his opinion is non responsive or violating any of the

conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

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

1. The security services and provision for the required manpower shall be as under:

| Shift   | Time      | Security Guard | Armed Guard | Asst. Security Officer |
|---------|-----------|----------------|-------------|------------------------|
| First   | 0600-1400 | 15             | 07          | 01                     |
| Second  | 1400-2200 | 15             | 07          | 01                     |
| Third   | 2200-0600 | 15             | 07          | --                     |
| General | 0900-1700 | 05             | 04          | 01                     |

However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of AIIMS, Bhubaneswar to deploy the security personnel in any other number or manner considered to be more suitable by AIIMS, Bhubaneswar in the interest of the AIIMS, Bhubaneswar.

2. The agency shall ensure that the security personnel deputed are Ex-serviceman/trained civilians, healthy and not more than 50 years of age. The agency will get their antecedents, character and conduct verified.
3. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to AIIMS, Bhubaneswar along with testimonials before they are actually deployed for the job.
4. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the AIIMS, Bhubaneswar at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of AIIMS, Bhubaneswar, they shall work under directives and guidance of Officer-in-Charge, AIIMS, Bhubaneswar and will be answerable to Officer-in-Charge, AIIMS, Bhubaneswar. This will, however, not diminish in any way, the agency's responsibility under contract to the AIIMS, Bhubaneswar.
6. The agency shall deploy security guards trained in all facets of security work. The Agency shall provide necessary undertaking and documentary evidence in this regard.

7. The visitors shall be regulated as per AIIMS, Bhubaneswar procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit AIIMS, Bhubaneswar premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the AIIMS, Bhubaneswar Officer dealing with service under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
9. The Agency shall ensure that any replacement of the personnel, as required by AIIMS, Bhubaneswar for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Bhubaneswar. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the AIIMS, Bhubaneswar at Agency's own cost.
10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at AIIMS, Bhubaneswar at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.
11. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Bhubaneswar /Govt. of India/any State/or any Union Territory.
12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the AIIMS, Bhubaneswar. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of AIIMS, Bhubaneswar.
13. Reservations shall be as per GoI Rules/ Guidelines and also its application in respect of outsourced jobs at the AIIMS, Bhubaneswar and the responsibility of implementing the reservation policy shall lie with the Agency.
14. A minimum of 50% of the security engagement should be from the Defence Ex-Servicemen.
15. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar or for any accident caused to them and the AIIMS, Bhubaneswar shall not be liable to bear any expense in this regard.

The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the AIIMS, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications.

1. The Payment of Wages Act, 1936
2. The Employees Provident Fund Act, 1952
3. The Factory Act, 1948
4. The Contract Labour (Regulation) Act, 1970
5. The Payment of Bonus Act, 1965
6. The Payment of Gratuity Act, 1972
7. The Employees State Insurance Act, 1948
8. The Employment of Children Act, 1938
9. Minimum Wages Act, 1948

16. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to AIIMS, Bhubaneswar and maintain liaison with the police. FIR will be lodged by AIIMS, Bhubaneswar, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
17. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the AIIMS, Bhubaneswar during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the AIIMS, Bhubaneswar.
18. In case of any loss that might be caused to the AIIMS, Bhubaneswar due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, AIIMS, Bhubaneswar shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AIIMS, Bhubaneswar besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, AIIMS, Bhubaneswar shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
19. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

20. As and when AIIMS, Bhubaneswar requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the AIIMS, Bhubaneswar. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the AIIMS, Bhubaneswar shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
21. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to AIIMS, Bhubaneswar an attested photocopy of the attendance record and enclose the same with the monthly bill.
22. The AIIMS, Bhubaneswar shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
23. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the minimum wages and statutory wages revised by the Government.
24. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
25. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
26. In case of non compliance/non-performance of the services according the terms of the contract, the AIIMS, Bhubaneswar shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
27. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify AIIMS, Bhubaneswar against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in AIIMS, Bhubaneswar premises/facility.
28. The decision of AIIMS, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

29. In case of any dispute between the Agency and AIIMS, Bhubaneswar, AIIMS, Bhubaneswar shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Bhubaneswar/Cuttack.
30. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Director, AIIMS, Bhubaneswar. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
31. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
32. An agreement shall be signed with the successful bidder as per specimen enclosed.

**Note:** These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between AIIMS, Bhubaneswar and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

\*\*\*