

Revised tender
For
Security Services
At
All India Institute of Medical Sciences, Jodhpur

NIT Issue Date : 03rd September, 2015.
NIT No. : Admn/Tender/07/2015-AIIMS.JDH
Last Date of Submission : 28th September, 2015 at 03:00 PM.



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan
Tele: 0291- 2012978, Email: aoadmin@aiimsjodhpur.edu.in
Website: www.aiimsjodhpur.edu.in

ON BEHALF OF THE DIRECTOR, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR (AIIMS, JODHPUR), tenders in sealed cover are invited under **two-bid** system from reputed and experienced agencies for providing Security Services at the given below address.

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 super scribed "**Tender for Security Services for AIIMS, JODHPUR**" and should reach at the office of "**The Administrative Officer, AIIMS, Basni Industrial Area, Phase-II, JODHPUR - 342005**, before **15:00** hrs on or before last date of submission i.e 28th September, 2015. The technical bids shall be opened on the same day at **16:00** hrs at AIIMS, JODHPUR.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from the website www.aiimsjodhpur.edu.in. The tenderer should enclose DD for tender fees Rs. 2,000/- (Two Thousand only) and bid security (EMD) of Rs. 9,00,000/- (Rupees Nine lakhs only) by Demand Draft/ Bank Guarantee in favour of "**All India Institute of Medical Sciences, Jodhpur**" payable at **JODHPUR** along with their technical bid in the Cover-I "Technical Bid".

Any future clarification and/or corrigendum(s) shall be communicated through tender section on the AIIMS, JODHPUR website: www.aiimsjodhpur.edu.in

**Administrative Officer
AIIMS, JODHPUR**

TENDER DOCUMENT**TENDER FOR PROVIDING SECURITY SERVICES TO AIIMS, JODHPUR****Documents Related to Eligibility Criteria****TECHNICAL BID****(In Separate sealed cover-I super scribed as Technical Bid)**

1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.						
2. Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the organization where the job was carried out.				In following format		
S.No.	Name of Organization with complete address & telephone nos. to whom services provided	From	To	Total contract period (in year/month)	Total contract Amount (in Rs.)	Reason for Termination
3. Set-up of your agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (a) Is the agency registered with the Government; please give details with document/evidence. (b) Do you have Labour licence. Please provide details and attach a copy. (c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS, JODHPUR.						
4. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.						
5. Please give EPF No: ESI Code:						

6. Are you governed by minimum wages rules of the Govt. of India If yes, please give details.	
7. Please attach copy of last return of Income Tax	
8. Please attach balance sheet of the agency, duly certified by Chartered Accountant for last three (3) years.	
9. PAN No. (Please attach copy)	
10. Service Tax Registration No. (Please attach copy)	
11. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
12. Power of Attorney/authorization for signing the bid documents if required.	
13. Please submit an undertaking that no case is pending with the police against the Proprietor/ Firm/ Partner/ Company.	
14. Details of the DD of Rs. 9,00,000/- towards bid security (EMD) and a DD for Rs. 2,000/- DD No. Date: Drawn on:	

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.

Enclose:

1. DD No.....
2. Terms & Conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)**Name:**.....**Address:**.....**PhoneNo(O):**.....**E-mail:****Place:**.....**Date:**.....

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

TENDER FOR PROVIDING SECURITY SERVICES TO AIIMS, JODHPUR

S. No.	Description	Percentage [to be read in conjunction with latest rules, Acts, policies etc of the Competent Authorities]	Supervisor [per unit]	Security Guard [per unit]
1	Basic wages plus Variable Dearness Allowance (VDA)	* As per minimum Wages Act, 1948 (Central Government order)	Not to be quoted	
2	ESI, EPF, EDLI, Administrative Charges, leave weekly off, Bonus, HRA, Uniform Allowance etc.	Will be calculated by AIIMS, Jodhpur on the basis of DGR.		

* The maximum consolidated amount to be paid for each post will be governed by Central Government Order on Minimum Wages Act, 1948.

Service Charge (Inclusive of all statutory obligations) in percentage	In Figure	
	In Words	

Declaration by the Bidder:

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

Note:

- As per Office Memorandum No. 29(1)/2014-PPD of Ministry of Finance, Department of Expenditure dated 28th January 2014, any firm quoting 'Nil' charges/ consideration as service charge will be treated as unresponsive and will be summarily rejected.
- No other charges would be payable by Client.
- There would be no increase in rates during the Contract period except provision under the terms and conditions.

(Signature of Tenderer with seal)

Name:

Address:

Phone No (O):.....

E-mail:

Place:.....

Date:.....

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

DRAFT AGREEMENT FORMAT

This agreement is made at JODHPUR on the.....day ofTwo thousand fifteen between **Director, AIIMS, JODHPUR acting through Administrative Officer, AIIMS, JODHPUR, having its office at AIIMS, Basni Industrial Area, Phase-II, JODHPUR-342005** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

Second Part

M/s _____, having its registered office at

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

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

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to security personnel deployed in AIIMS, JODHPUR. The '**Client**' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at AIIMS, JODHPUR site. The '**Client**' shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the '**Client**' reserves its right to:
 - a. Cancel/revoke the contract; and/or
 - b. Impose penalty upto 10% of the total annual value of contract.
6. 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 bond of a scheduled bank in prescribed format shall be furnished by the '**Agency**' at the time of signing of the Agreement.
7. The '**Agency**' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in AIIMS, JODHPUR site.
8. The security personnel provided by the '**Agency**' will not claim to become the employees of AIIMS, JODHPUR and there will be no Employee and Employer relationship between the personnel engaged by the '**Agency**' for deployment in AIIMS, JODHPUR site.
9. There would be no increase in rates payable to the '**Agency**' during the contract period except reimbursement of the statutory wages revised by the Central Govt.
10. The '**Agency**' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

- 11. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the agreement shall be final and binding on the 'Agency'.
- 12. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise?
- 13. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at JODHPUR.

This AGREEMENT will take effect fromday of two thousand fifteen and shall be valid for Two year.

In WITNESS WHEREOF both the parties here to have caused their respective common seals to hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year mentioned above in JODHPUR in the presence of the witness.

For and on behalf of the 'Agency' For and on behalf of the 'AIIMS, JODHPUR'

Signature of the authorized Official
Name of the Official

Signature of the authorized Official
Name of the Official

Stamp / Seal of the 'Agency'

SIGNED, SEALED AND DELIVERED

By the said.....

By the said

.....
on behalf of the Agency in presence of

.....
on behalf of the AIIMS, Jodhpur in presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

ANNEXURE**TERMS & CONDITIONS OF CONTRACT**

(Annexure to Agreement)

A. Scope of Work:

1. Round the clock deployment of security guards (unarmed/women) at various location of AIIMS, Jodhpur. The number of Security Persons will be approximately 250. This number may be increase/decreases upon the requirement of AIIMS, Jodhpur during the period of empanelment/contract. The decision of the AIIMS, Jodhpur in this regard will be final.
2. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel (Preferably Ex-serviceman) who shall safeguard the AIIMS, JODHPUR site, buildings, moveable and immovable assets, equipment's and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
3. The security personnel shall be deployed round the clock in 3 shifts at the AIIMS, JODHPUR to safeguard of the premises.
4. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by Administrative Officer located at AIIMS, JODHPUR site on working and closed days.
5. 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.
6. The Agency shall maintain records of inward and outward movement of men (AIIMS, JODHPUR Employees, Sub Contractor Personals 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 Administrative Officer located at AIIMS, JODHPUR site.
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, JODHPUR site. A mock fire drill may be organized every month.
9. 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

B. Eligibility Criteria:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (such as Private Security Agencies(Regulation) Act 2005) etc. as per law valid at least for 12 months from the date of the opening of tender. The bidder should have license under, Private Security Agency (Regulation) Rules, 2005 issued by the controlling authority under Government of Rajasthan.
2. The Bidder shall have at least 3 years' experience of providing Security services.

3. Having successfully completed at least one work of similar magnitude as per below Mentioned criteria during the last three years:
- a. One similar completed work of not less than Rs. 3,60,00,000/- in one year,
Or,
 - b. Two similar completed works each amounting to not less than Rs. 2,70,00,000/- in one year;
Or,
 - c. Three similar completed works each amounting to not less than Rs. 1,80,00,000/- in one year.

Note:

- i. Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
 - ii. In case the completed work were of composite nature (Housekeeping/Facility Management and Security), then specific split up of financial quantum used for security & surveillance system only, shall be considered.
 - iii. Completed work shall mean work under one contract with extension/s. Work considered should either have been completed.
 - iv. Concluded or should have been more than one year old live contracts with extension/s, if any. In case of running contract, value of payment received till date of issue of certificate shall be the qualifying amount.
 - v. Similar nature of work shall mean providing security, surveillance and maintaining discipline and separation of threats against Assets.
4. The agencies/firm should have at least three years' experience of providing security services on the date of publication of this notice.
5. The bidder should have registered/ Branch office in JODHPUR. If not, an office should be opened in JODHPUR within 30 days of the award of work.
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
7. The firm should provide similar kind of work at least three years in any of the Central Government department/ Autonomous Institutions/Universities/Public Sector undertakings for the Government of India.
8. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid :
- a. PF Registration:
 - b. ESI Registration:
 - c. Service Tax registration:
 - d. Valid License, issued by Regional Labour Commissioner, successful bidder will give an undertaking that he would obtain valid license within 90 days from commencement of award.

If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Jodhpur shall be at liberty to recover losses, if any, from the Security Deposit / EMD of the bidder.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months which may be further extendable upto one year, depending on performance of the Agency and at discretion of Director, AIIMS, JODHPUR.

2. 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.
3. 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.
4. The bidder shall pay Bid Security (EMD) of Rs. 9,00,000/ (Rupees Nine lakhs only) along with the technical bid by Demand Draft in favour of "All India Institute of Medical Sciences, JODHPUR" drawn on any Nationalized Bank/Scheduled Bank and payable at JODHPUR. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
5. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
6. 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 Guarantee in favour of "All India Institute of Medical Sciences, Jodhpur" drawn on any Nationalized Bank/Scheduled Bank and payable at JODHPUR.
7. 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, JODHPUR.
8. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
9. The bid shall be valid and open for acceptance of the Director, AIIMS, JODHPUR for a period of 180 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.
10. 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 Director, AIIMS, JODHPUR 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 Director, AIIMS, JODHPUR shall be final.
11. The quoted rates shall not be less than the minimum wages of Govt of India and shall include all statutory obligations. The service charge quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.
12. AIIMS, JODHPUR shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner 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.

13. The service provider shall submit the bill to the Administrative Officer for re-imburement by 3rd of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by authorized security officer/representatives of AIIMS, Jodhpur on a daily basis. The service provider shall disburse the wages to its staff deployed in the Institute every month through ECS or by cheque and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. The service provider shall ensure that all staff deployed has valid bank account and the same is to be communicated to the Administrative Officer.
14. Payment of bills for services rendered will be on reimbursable basis. Bills when submitted, shall be supported by the following documents:-
- Pre-receipted stamped bill on the Company letter-head giving details of total number of personnel engaged, number of man-days and cumulative total.
 - Reimbursement of amount shall be claimed along with details of payment made to the staff engaged for the previous month.
 - Certificate to the effect that "Conditions as envisaged Government of India / Rajasthan Government Minimum Wages Act and other Statutes on the subject have been complied with."
 - Copies of the remittance such as EPF, ESI etc. shall be enclosed.
 - The company will ensure that all their security personnel should possess bank account and their salaries are remitted to their account.
15. The Director, AIIMS, JODHPUR reserves the right to accept or reject any or all bids without assigning any reasons. Director, AIIMS, JODHPUR 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: - The security services and provision for the required manpower shall be as under:-

- For AIIMS, JODHPUR (Medical College, Hostels & Hospital, Complex & Residential campus);-

Shift	Time	Security Supervisor	Security cum fire Guard	Security Guard	
				Male	Female
First	0600 hrs. – 1430 hrs.	3	3	60	20
Second	1400 hrs. – 2230 hrs.	3	3	60	20
Third	2200 hrs. – 0630 hrs.	3	3	60	10

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

- The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to Administrative Officer, AIIMS, JODHPUR along with testimonials before they are actually deployed for the job.

3. All Security Supervisors should be a ex-serviceman. The Agency shall ensure that the security supervisors deputed are healthy and not more than 60 years of age.
4. 30% security guards out of the total security guards should be a Ex-serviceman. Retired officials from CISF, CRPF, BSF and ITBP can also be deployed against Ex-Serviceman. The Agency shall ensure that the security guards personnel deputed are healthy and not more than 50 years of age. The Agency will get their antecedents, character and conduct verified and submit a copy of Police verification to AIIMS, JODHPUR within one month of engaging new Security personnel.
5. The Agency will issue detailed working instructions to their Supervisory Staff and Security Guards which will be get approved by the Administrative Officer, AIIMS, Jodhpur. This inter-alia implies that, each individual should know his responsibilities.
6. The Company / Agency shall supply uniforms (all weather) with Name plates to the persons engaged by it. The Institute shall not allow any employee of the Company / Agency to work inside the Institute without uniform except in cases where-in specially asked for.
7. The following documents will be maintained by the Security Supervisor of the Agency:-
 - (a) Daily attendance Register
 - (b) Guard Checking Register
 - (c) Daily Orders Register
 - (d) Occurrence Register
 - (e) Roll call Register - By the respective shift in-charge
 - (f) Beat Book - By the respective Security Guard

Note: The Stationery for the above documentation will be provided by the Agency. These documents will be put up to the Administrative Officer, AIIMS, Jodhpur as and when required by him.
8. Uniforms, Gum Boots, Torches, Whistles, Lathis, Raincoats, Name plates and Cycles for the Company Staff will be provided by the Agency.
9. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.
10. 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. The security personal shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of AIIMS, JODHPUR, they shall work under directives and guidance of Administrative Officer, located at AIIMS, JODHPUR site and will be answerable to Administrative Officer. This will, however, not diminish in any way, the agency's responsibility under contract to the AIIMS, JODHPUR.
11. The agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
12. The visitors shall be regulated as per the directions of the **Administrative Officer, AIIMS, JODHPUR** and procedure and records thereof maintained as stipulated the Administrative Officer. Further, the visitors shall be attended with due courtesy.
13. The Agency shall ensure that the engaged guards, as per the description, not only performs within its requisite scope of work but also ensure maintenance, upkeep & safety

of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible for any illegal action by the deployed personnel. Their deployment will be in general shift or round the clock in 3 shifts at AIIMS.

The Agency will provide to all deployed personnel Uniform, Name Badges and Identity Cards. The Agency will also ensure that engaged guards should maintain vigil and remain alert on respective official performances.

14. A senior level representative of the Agency shall visit AIIMS, JODHPUR 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 Administrative Officer, located at AIIMS, JODHPUR, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
15. The Agency shall ensure that any replacement of the personnel, as required by Administrative Officer, AIIMS, JODHPUR for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, JODHPUR. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Administrative Officer, AIIMS, JODHPUR at Agency's own cost.
16. The Agency shall provide reasonably good uniform with name badges & numbers to its personnel deployed at AIIMS, JODHPUR site 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.
17. 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, JODHPUR/MoH&FW/Govt. of India/any State or any Union Territory.
18. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Administrative Officer, AIIMS, JODHPUR. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Officer, AIIMS, JODHPUR.
19. 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, JODHPUR site or for any accident caused to them and the institute 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 Administrative Officer, at AIIMS, JODHPUR 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:-

- i. The Payment of Wages Act 1936
- ii. The Employees Provident Fund Act, 1952
- iii. The Factory Act, 1948
- iv. The Contract Labour (Regulation) Act, 1970
- v. The Payment of Bonus Act, 1965.
- vi. The Employees State Insurance Act, 1948
- vii. The Employment of Children Act, 1938

- viii. The Motor Vehicle Act, 1988
 - ix. Minimum Wages Act, 1948
 - x. Private Security Agencies(Regulation) Act 2005
20. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Administrative Officer, AIIMS, JODHPUR and maintain liaison with the police. FIR will be lodged by Administrative Officer, AIIMS, JODHPUR, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
 21. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Administrative Officer, AIIMS, JODHPUR during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the AIIMS, JODHPUR.
 22. In case of any loss that might be caused to the AIIMS, JODHPUR due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Administrative Officer, AIIMS, JODHPUR shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AIIMS, JODHPUR besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, Administrative Officer, AIIMS, JODHPUR shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
 23. 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.
 24. As and when Administrative Officer, AIIMS, JODHPUR 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 Administrative Officer, AIIMS, JODHPUR. 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 Administrative Officer, AIIMS, JODHPUR 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.
 25. 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 Administrative Officer, AIIMS, JODHPUR an attested photocopy of the attendance record and enclose the same with the monthly bill.
 26. The Administrative Officer, AIIMS, JODHPUR shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
 27. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
 28. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
 29. 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.

30. In case of non-complain/non-performance of the services according the terms of the contract, the Administrative Officer, AIIMS, JODHPUR shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
31. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify AIIMS, JODHPUR 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, JODHPUR premises/facility.
32. The decision of AIIMS, JODHPUR in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
33. In case of any dispute between the Agency and AIIMS, JODHPUR, AIIMS, JODHPUR shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at JODHPUR.
34. 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 Deputy Director, AIIMS, JODHPUR.
35. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
36. 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 'Client' (First Part) and the 'Agency' (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.

**Administrative Officer
AIIMS, JODHPUR**