

**TENDER NOTICE**  
FOR  
**SECURITY SERVICES**  
FOR  
**AIIMS, Raipur**

**Date: 12<sup>th</sup> September, 2013**

Tenders in sealed cover are invited under **two-bid** system from reputed and experienced Agencies on behalf of the Director, All India Institute of Medical Sciences, Raipur, for providing Security Services at the premises of **AIIMS, Tatibandh, Raipur-492001**.

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, RAIPUR**" and should reach at the office of "**The Administrative Officer, AIIMS, Tatibandh, Raipur - 492001**", before 15.00 hrs on or before **8<sup>th</sup> October, 2013**. The technical bids shall be opened on the same day at 16.00 hrs at AIIMS, Raipur. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website [www.aiimsraipur.edu.in/](http://www.aiimsraipur.edu.in/) [www.tenders.gov.in](http://www.tenders.gov.in). Those who download the tender document from the website should enclose an additional DD for Rs 2000.00 (Rupees two thousand only) (non-refundable) in favour of "**AIIMS, Raipur**", payable at Raipur, along with their tender bid in the Cover-I "Technical Bid" and the bid security (EMD) of Rs. 3,00,000.00 (Rupees Three lakhs only) should be paid by Demand Draft in favour of "**AIIMS, Raipur**" payable at Raipur. The Tender Enquiry Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer, AIIMS, Raipur.

**Administrative Officer**  
**AIIMS, Raipur**

No. AIIMS/RPR/Tender/Security/2013

**TENDER DOCUMENT****AIIMS, RAIPUR invites****TENDER FOR PROVIDING "SECURITY SERVICES TO AIIMS, RAIPUR"  
(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 organisation where the job was carried out.			In following format		
Sl.No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Total contract period (in Yr/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 establishment registered with the Government; please give details with document/evidence.					
(b)	) Do you have Labour licence. Please provide details and attach a copy. Licence to keep armed guards and licence for guns /shots should also be enclosed.					
(c)	Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS, RAIPUR.					
4	Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.					
5	Please give EPF No: ESI Code: Gratuity Act Regn. No:					
6	Are you governed by minimum wages rules of the Govt of India? If yes, please give details.					

7. Please attach copy of last 3 years Return of Income Tax	
8. Please attach balance sheet of the company [duly certified by Chartered Accountant for last three (3) years]	
9. PAN No. (Please attach copy)	
10. VAT No. (Please attach copy)	
11. Trade Licence No. (Please attach copy)	
12. Service Tax Registration No. (Please attach copy)	
13. 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.	
14. Power of Attorney/authorization for signing the bid documents	
15. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.	
16. Following details of the DD/Pay Order of Rs 3,00,000.00 (Rupees three lakhs only) towards bid security (EMD) and a DD for Rs 2000.00 [in case tender document is downloaded from website]. DD/PO 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.

**Encls:**

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

Place:.....  
Date:.....

**(Signature of Tenderer with seal)**

Name:  
Address  
Phone No (O):  
Fax No. (O):  
E-mail:

**FINANCIAL BID**

**(In sealed Cover-II super scribed "Financial Bid")**  
TENDER FOR PROVIDING "SECURITY SERVICES TO AIIMS, RAIPUR"

Sl. No.	Particulars	Unit	Rate per person per month (In Rs.)	Amount (in Rs)
1	Supervisor (preferably Ex-serviceman)	4		
2	Security Guards (Preferably Ex-serviceman) For 3 shifts of 8.30 Hrs.	75		
3	Add Service Tax			
	Total Amount ( in Rs.)			

it is clarified that the consolidated and all inclusive **quoted rates** should not contain the wages component less than the minimum wages of Govt of India to 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 Central Govt and should contain the break-up in the following manner:-

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)			
2	ESI	4.75% (of Basic +VDA)		
3	EPF	12% (of Basic +VDA)		
4	EDLI (Employees Deposit Link Insurance)	0.5% (of Basic +VDA)		
5	Administrative Charges	1.11% (of Basic +VDA)		
6	House Rent Allowance	20% (of Basic +VDA)		
7	ESI on HRA	4.75% of HRA		
	Total			
8	Leave / weekly off etc.	@4.33 days		
	Total			
9	Bonus	8.33% of Rs. 3500/- (Lower limit)		
	Total			
10	Gratuity			
	Total			
11	Uniform outfit / washing Allowance	10% (of Basic +VDA)		
	Total			
12	Service Charge			
	Total			
13	Service Tax	12.36% of total above		
	<b>Grand Total</b>			

*AIIMS, Raipur may ask to depute additional Security Guards as and when needed.*

**Declaration by the Bidder:**

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

*Note:*

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period except provision under the terms & conditions.

**(Signature of Bidder with seal)**

Place:.....

Date:.....

Name:

Seal:

Address :

Phone No (O):

Fax No.

(O): E-mail:

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

**DRAFT AGREEMENT FORMAT**

This agreement is made at Raipur on the \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand Twelve between the Director, All India Institute of Medical Sciences, Raipur, **acting through Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Tatibandh, Raipur-492001** (*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, RAIPUR at Raipur 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, RAIPUR. 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, Raipur 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 up to 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 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, RAIPUR site.
8. The security personnel provided by the '**Agency**' will not claim to become the employees of AIIMS, RAIPUR and there will be no Employee and Employer relationship between the personnel engaged by the '**Agency**' for deployment in AIIMS, RAIPUR 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 Raipur.

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

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

For and on behalf of the **'Agency'**

For and on behalf of the **'AIIMS, Raipur'**

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the **'Agency'**

SIGNED, SEALED AND DELIVERED  
By the said \_\_\_\_\_  
\_\_\_\_\_ (Name)

By the said \_\_\_\_\_ (Name)

on behalf of the **'Agency'** in presence of

on behalf of the **'AIIMS, Raipur'** in presence of

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**A. Scope of Work:**

Providing Security services at AIIMS, Raipur by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel (Preferably Ex-serviceman) who shall safeguard the AIIMS, Raipur site, buildings, movable and immovable assets, equipments 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.
2. The security personnel shall be deployed round the clock in 3 shifts at the AIIMS, Raipur to safeguard of the premises.
3. The Agency shall be responsible for opening / closing of the building and rooms as necessitated / directed by Administrative Officer located at AIIMS, Raipur site on working and closed days.
4. 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.
5. The Agency shall maintain records of inward and outward movement of men (AIIMS, Raipur 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, Raipur site.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at AIIMS, Raipur site. A mock fire drill may be organized every month.
8. 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. Please note that agencies engaged in the rehabilitation and resettlement of ex-servicemen should be empanelled /registered with DGR.
2. The Bidder shall have at least 3 years experience of providing Security services in State Govt./Central Government/PSU/Autonomous Body under Government/Govt. Hospital.
3. Having successfully completed at least one work of similar magnitude and duration (worth Rs 33,00,000/- (Rupees thirty three lakhs or more per year) in last three years in State/Central Government/PSU/Autonomous Body under Government/ Govt. Hospital.



4. Proof of financial at least three financial years, which must have at least average annual turnover of Rs. 50,00,000/- (Rupees fifty lakhs only) in the last three years.
5. The bidder should have an office in Raipur. If not, an office should be opened in Raipur 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 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 Licence, issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively within 30 (Thirty) days of the award of the work.

*If the bidder fails to obtain the valid licence within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Raipur 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 11 (Eleven) months which may be extended for a period by mutual agreement depending on performance of the Agency and at discretion of the Administrative Officer, AIIMS, Raipur or other authority competent for it.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from Website [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in) / [www.tenders.gov.in](http://www.tenders.gov.in). Those who download the tender document from Website should enclose a DD for Rs 2000/- (Rupees two thousand only) in favour of "**AIIMS, Raipur**", payable at Raipur, along with their bid in the Cover-I containing "Technical Bid".
3. 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 super scribed "**Tender for Security Services**" should reach AIIMS, Raipur before 15.00 hrs on or before **8<sup>th</sup> October, 2013**. The technical bids shall be opened on the same day at 16.00 hrs at AIIMS, Raipur in presence of the bidders or their authorized representatives who choose to remain present.
4. 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.
5. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.

6. The bidder shall pay Bid Security (EMD) of Rs. 3,00,000.00 (Rupees Three. Lakh only) along with the technical bid by Demand Draft in favour of "**AIIMS, Raipur**" drawn on any Nationalized Bank / Scheduled Bank and payable at Raipur. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The Bid Security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 10 % (Ten) of Annual Contract value towards Performance Security Deposit by way of demand draft in favour of "AIIMS, Raipur" drawn on any Nationalized Bank / Scheduled Bank and payable at Raipur. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.
9. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
10. The bid shall be valid and open for acceptance of the competent authority 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.
11. To assist in the analysis, evaluation and computation of the bids, the competent 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.
12. 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, Raipur 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. Such decision by such authority shall be final.
13. The quoted rates shall not be less than the minimum wages of Govt of India 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.
14. AIIMS, Raipur reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Raipur 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:-

**For AIIMS, Raipur (Medical College, Hospital Complex and Residential Complex Site):-**

Shift	Time
First	0600 hrs. - 1430 hrs.
Second	1400 hrs. - 2230 hrs.
Third	2200 hrs. - 0630 hrs.
General	0900 hrs. - 1730 hrs.

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

2. The Agency shall ensure that the security personnel deputed are preferably Ex-serviceman, healthy and not more than **50 years** of age. The Agency will get their antecedents, character and conduct verified and to submit a copy of Police Verification to AIIMS, Raipur before engaging new Security Guard.
3. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Administrative Officer, AIIMS, Raipur 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 Administrative Officer, 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. 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, Raipur, they shall work under directives and guidance of the Administrative Officer and will be answerable to the Administrative Officer. This will, however, not diminish in any way, the Agency's responsibility under contract to the AIIMS, Raipur.
6. The Agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. The visitors shall be regulated as per the directions of the Administrative Officer, AIIMS, Raipur and procedure and records thereof maintained as stipulated the Administrative Officer. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit AIIMS, Raipur 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, AIIMS, Raipur, 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.

9. The Agency shall ensure that any replacement of the personnel, as required by the Administrative Officer, AIIMS, Raipur for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Raipur. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Administrative Officer, AIIMS, Raipur at Agency's own cost.
10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at AIIMS, Raipur 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.
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, Raipur/ MoH&FW / 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 Administrative Officer, AIIMS, Raipur. 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, Raipur.
13. 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, Raipur 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, Raipur 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:-
  - (a) The Payment of Wages Act 1936
  - (b) The Employees Provident Fund Act, 1952
  - (c) The Factory Act, 1948
  - (d) The Contract Labour (Regulation) Act, 1970
  - (e) The Payment of Bonus Act, 1965
  - (f) The Payment of Gratuity Act, 1972
  - (g) The Employees State Insurance Act, 1948
  - (h) The Employment of Children Act, 1938
  - (i) The Motor Vehicle Act, 1988
  - (j) Minimum Wages Act, 1948
  - (k) Private Security Agencies(Regulation) Act 2005
14. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Administrative Officer, AIIMS, Raipur and maintain liaison with the police. FIR will be lodged by the Administrative Officer, AIIMS, Raipur, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
15. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Administrative Officer, AIIMS, Raipur during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the AIIMS, Raipur.

16. In case of any loss that might be caused to the AIIMS, Raipur 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, Raipur shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AIIMS, Raipur besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, Administrative Officer, AIIMS, Raipur shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
17. 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.
18. As and when Administrative Officer, AIIMS, Raipur 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, Raipur. 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, Raipur 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.
19. 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 the Administrative Officer, AIIMS, Raipur an attested photocopy of the attendance record and enclose the same with the monthly bill.
20. The Administrative Officer, AIIMS, Raipur shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
21. 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 Government.
22. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
23. 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.
24. In case of non compliance/non-performance of the services according the terms of the contract, the Administrative Officer, AIIMS, Raipur shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
25. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify AIIMS, Raipur 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, Raipur premises / facility.

26. The decision of AIIMS, Raipur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
27. In case of any dispute between the Agency and AIIMS, Raipur, AIIMS, Raipur shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Raipur.
28. 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 (Admn.), AIIMS, Raipur. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
30. 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.*

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