



All India Institute of Ayurveda (AIIA)

**Gautampuri, Sarita
Vihar, Mathura Road,**

New Delhi-110076

Tender Cost of Rs.500/-

LIMITED SINGLE BID TENDER FOR

**Providing Security Services
to the**

All India Institute of Ayurveda (AIIA)

SECTION I

**All India Institute of Ayurveda (AIIA)
Gautampuri, Sarita Vihar, Mathura Road,
New Delhi-110076**

Dated:

TENDER NOTICE

1. Sealed single bid Tender is invited from reputed, experienced and financially sound Private Security Companies /Firms /Agencies having a valid license for providing security services at All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, New Delhi – 110076.
2. The complete tender set may be obtained from Admin Office of AIIA for paying Rs.500/- in form of Demand Draft/Banker Cheque (non-refundable) in favour of **The Director, All India institute of Ayurveda, New Delhi**. However, detailed terms & conditions of said tender may be downloaded from the website “www.ccras.nic.in” and tender cost may be paid in form or DD/ Banker’s (non-refundable) cheque while submitting the tender. Without paying tender cost, bid will be rejected.

3. **Schedule:-**

I	Sale of Tender	:	From 31/12/2015 at 11:00 A.M to 13.01.2016 at 11:00 A.M
II	Last date & time for receipt of filled Tender	:	13/01/2016 (Time 02:00 P.M)
III	Date & Time for opening of Tender	:	13/01/2016 (Time 03:00 P.M)
IV	Place of opening the Tender	:	Academic Block, All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, New Delhi – 110076.

The Tender shall not be accepted after prescribed deadline under any circumstances whatsoever.

3. The interested Companies/ Firms/ Agencies may submit Tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs. One lakhs only) and other requisite documents on or before 13/01/2016 by 02:00P.M in the **Tender Box kept at the Academic block (Admn) of the All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi – 110076.**

4. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all Tenders without giving or assigning any reason or to cancel the quotation. The decision of this Institute in this regard shall be final and binding on all.

**Director,
All India Institute of Ayurveda (AIIA),
Gautampuri, Sarita Vihar, Mathura Road,
New Delhi – 110076.
Email:aiianewdelhi@gmail.com**

SECTION II
SCOPE OF WORK AND GENERAL INSTRUCTIONS
FOR BIDDERS

General Instructions

1. The All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi – 110076 requests well established and financially sound Companies / Firms / Agency having a valid license issued by the Government of NCT Delhi for providing manpower to provide services of security guards to this office.
2. The contract is initially for **six months**. The period of the contract may be further extended for suitable period after the completion of contract provided the requirement of this office for security guards exists at that time. The contract may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office also reserves the right to terminate the contract during its currency at any time after giving one month notice to the successful bidder.
3. This office has an estimated requirement for approximate **40** Security Guards and **02** Supervisors. The requirement of this office may increase or decrease during the period of the contract.
4. The interested Companies/Firms/Agencies is required to submit Earnest Money Deposit (EMD) of Rs 1,00,000/- (Rupees One lakhs only) as **Earnest Money** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form drawn in favour of "**Director, All India Institute of Ayurveda (AIIA), New Delhi**" **without which the Tender will not be considered**. The Earnest Money of successful bidder will be returned only after furnishing of the Performance Security. Further, no interest will be paid on EMD, the Earnest Money of the unsuccessful bidder whose **tender** has not been found suitable will be returned.
5. The interested Companies/Firms/Agencies are required to submit the **tender** in a Sealed Cover containing "**TENDER Bid-confidential**" super-scribed "**Contract for providing security services**" to the **All India Institute of Ayurveda**". The sealed Tender complete in all respect should reach this Institute **by 02.00 P.M on or before 13/01/2016** and dropped in the Tender Box kept at the **Academic Block, All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi – 110076**".

6. The successful bidder shall have to deposit a Performance Security Deposit of Rs.2,00,000/- (Rupees Two lakhs only). The Performance Security Deposit will be furnished in the form of the Bank Guarantee (Annexure – III) drawn in favour of **“Director, All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi – 110076”** from a Scheduled Bank. The Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the successful bidder. The security amount shall be repayable after one month of the expiry/termination of contract after deduction of penalty/other dues, if any. If the firm wants to revoke the contract, it should give at least two months advance notice with sufficient reasons of the contract. Otherwise the security deposit/pending payments will be confiscated.

Scope of Work

7. The All India Institute of Ayurveda (AIIA) is an autonomous organization under the aegis of Ministry of AYUSH. It will be a referral hospital and also impart post graduate, doctoral, post doctoral and super-specialty programme in major streams of Ayurveda. The organization will broadly have two Wings – Hospital and Academic Wings. The Hospital Wing will have various Units like Registration, OPD, IPD, Laboratory, Pharmacy, Radiology, OT etc. The Academic Wing will comprise of Administration, Library, Conference/ Class Rooms, Rooms of senior faculty members etc.

8. Security services will be required to regulate entry in each of the Wings to only authorized personnel of the Institute, as also the patients, their attendants/relatives and other visitors in the different Wings/Units of the Institute. In addition the equipment, material, furniture and other items need to be safeguarded from pilferage, theft etc.

9. The successful bidder shall provide security services by deploying physically fit, adequately trained and well-disciplined security personnel (Ex-servicemen+ civilian) who shall safeguard the premises occupied by the Institute, 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, patients, visitors, guests or any other persons working in the All India Institute of Ayurveda.

10. The security personnel shall be deployed round the clock in 3 shifts as well as in single shift in All India Institute of Ayurveda for safeguard of the Building. One shift will be of 08 (eight) hours.

11. The successful bidder shall be responsible for opening/closing of the building and rooms as necessitated/directed by All India Institute of Ayurveda. 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.

12. The visitors going to the IPD in the Hospital Wing or to the Academic Wing shall be regulated as per instructions/procedure laid down by the Institute and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.

13. The successful bidder shall maintain records of inward and outward movement of men (Employees, Sub Contractor Personnel and also regulation of guests and visitors), materials etc. with proper check on the same as per instructions given from time to time by Director, All India Institute of Ayurveda (AIIA).

14. The illustrative duties of the Security Guard shall be as under:

- (i) Checking and making a record of the of inventory items coming in and going out of the premises(having gate pass/with proper permission);
- (ii) Opening/closing of the building and rooms daily and keep a watch on the house-keeping staff when they perform their daily cleaning operations.
- (iii) To control movement of hired vehicles for the use of officers/staff for visit to places outside the Institute after receipt of proper requisition duly signed by Authorized Personnel;
- (iv) Must bring to notice any fault in the civil/electrical/communication or any other system and simultaneously take up with the concerned authorities for their rectification;
- (v) To keep watch on the Housekeeping staff and ensure that equipment, files/records are not disturbed/ taken away during the cleaning work.
- (vi) They should immediately raise security alarm about any fire incident, short circuit and inform the concerned authorities about any such incident.
- (vii) They should simultaneously try to put down the fire using the fire extinguishers etc
- (viii) They should bring to notice and take prevention steps of any inflammable material which is likely to catch fire on account adequate safety measures or lying close to electrical equipment.
- (ix) The security personnel deployed by the bidding company shall regulate courier services and other suppliers in case no other staff members are available.
- (x) To operate the Water Pumps and ensure that the tanks do not overflow.
- (xi) To keep watch on the lift operators and their movements.
- (xii) To help any official/person in distress either due to security reason, medical reasons or in the event of their being trapped in lift.
- (xiii) Any other task assigned by Institute.
- (xiv) To ensure entry in IPD's is restricted to only to authorized visitors bearing "**Attendant Pass**" and other hospital doctors/personnel.
- (xv) Regulate entry of Visitors to IPD only during the visiting hours laid down.
- (xvi) Ensure that registered patients in the IPD are allowed to leave only after they obtain a 'NOC'.
- (xvii) To ensure that visitors to the Hospital/Academic Wings park their vehicle in the basement and other earmarked areas only.

- (xviii) To ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.

15. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.

Eligibility Criteria

16. The bidder is required to enclose self attested photocopies of the following documents along with the Tender, **failing which their Tender may be summarily/out rightly rejected and may not be considered:**

- (a) Valid license of NCT of Delhi under Private Securities (Regulation) Act 2005 and Delhi Private Security Agencies Rules, 2009;
- (b) Copy of PAN card;
- (c) Copy of the IT return filed for the last three financial years, i.e., 2012-13, 2013-14 & 2014-15;
- (d) Should have executed three similar works costing not less than **Rs.8.00 lakhs** for year or two similar works costing not less than **Rs.12.00 lakhs** or one similar work costing not less than **Rs.15.00 lakhs** per year in Central Govt./ State/ Govt. Department/ PSU/Hospital etc. during the last three years ending 31st March, 2015 [ANNEXURE-I(Part-D)]; (Attach copies of Tax Returns or duly audited Balance Sheet and Profit & Loss A/c or Bank statement duly signed by the bank authority concerned) ;
- (e) Copies of EPF and ESI certificates;
- (f) Copy of the Service Tax registration certificate;
- (g) Affidavit from the firm that it has not been blacklisted/banned by any Government Agency/Department or any other employee Work experience of similar work during past three years i.e., 2012-13, 2013-14 & 2014-15 (**ANNEXURE V**);
- (h) Copy of terms & conditions duly signed.
- (i) Proof of making EPF/ESI payments during the last three years.

17. The conditional bids shall not be considered and likely to be rejected in very first instance.

18. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Bid. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the Bid.

19. The envelope containing single **Tender** shall be opened at 03:00 P.M on **13/01/2016** in the presence of 'tenderers' or their duly authorized representatives who wish to be present. As a token of acceptance of all the terms and conditions mentioned in this document,

the bidder is required to sign all pages of this document and attach the same along with their bid. **Tenders** of unsigned document will be rejected. Tender of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date, time & place to be notified later in presence of bidders or their authorized representatives. The L-1 bidder will be arrived at based on the evaluation criteria laid down for this purpose.

20. 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.

21. To assist in the analysis, evaluation and computation of the bids, the Institute may ask bidders individually for clarification of their quotation. 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.

22. The All India Institute of Ayurveda (AIIA) reserves the right to annul any or all bids without assigning any reason.

23. The bidder shall fill Application form and financial bids as per the format enclosed at **ANNEXURE I & II.**

SECTION III

TERMS AND CONDITIONS

1. The contract shall initially be for *six months* and unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of manpower deployed, unacceptable behavior, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall expire after six months from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
3. The contract may be extended, on the same terms and conditions for a further period not exceeding six months. The modification of the rates shall be subject to the variation of statutory levies and contributions and revision of daily minimum wages prevailing at the time of the extension.
4. This Institute reserves right to terminate the contract during entire period after giving one month's notice to the contracting agency. The contract will remain valid the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the All India Institute of Ayurveda.
5. The successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
6. The successful bidder will be required to pay minimum wages to the manpower supplied as prescribed under the Minimum Wages Act notified by Govt. of NCT of Delhi from time to time. The successful bidder will maintain proper record as required under the Law / Acts.
7. The successful bidder will be bound by the details furnished by him / her to this Institute, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
8. The successful bidder shall ensure that the manpower deployed in the All India Institute of Ayurveda (AIIA) conforms to the physical standards, age and language skills. The security personnel deployed by the bidder 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.

9. The successful bidder shall put in place a comprehensive security system separately for the Hospital and Academic Wings which should include the screening/checking mechanism for patients, their attendants/visitors, employees of the Institute, faculty, doctors etc.

10. The successful bidder should also ensure that the security personnel are duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at All India Institute of Ayurveda. A mock fire drill may be organized every time change of personnel takes place.

11. The Security Guard must be having good physique, smart and pleasant personality. The standards for physical fitness would be:

- (a) Height 170cms (relaxable by 5cms only for original residents by Hills).
- (b) Chest 81cms (85cms after expansion) relaxable by 5cms for original residents of Hills.
- (c) Vision of both eyes should be 6/12. There should be no color blindness.
- (d) Should possess sound health free from defects/deformities/disease.

12. The security guards should at all times and on all occasions be courteous and civil with the employees and the general public. In particular they should

- (i) Help the patients, in any manner required.
- (ii) Help patient disembarking in the Emergency/OPD and guide them to their destination
- (iii) Give direction to the patients, their attendants/relatives within the hospital premises.
- (iv) Help resolve amicably any altercation, dispute, aggressive behavior by a member of the public visiting the Hospital.

13. A local representative of successful bidder 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 All India Institute of Ayurveda (AIIA), New Delhi they shall work under directive and guidance of AIIA and will be answerable to Institute. This will, however, not diminish in any way, the agency's responsibility under contract to the All India Institute of Ayurveda (AIIA), New Delhi.

14. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

15. **The Successful bidder shall furnish the following documents** in respect of the individual security guard who will be deployed by it in this Department before the commencement of work:

- (a) List of security guards and Supervisors short listed by successful bidder for deployment at the All India Institute of Ayurveda containing full details i.e. date of birth, father name, marital status, educational qualifications, address, photograph, identification proof etc;
- (b) Details of physical fitness as laid down in Para 11 (a) to (d); and
- (c) Certificate of verification of antecedents of persons by local police authority.

16. In case, the person employed by the successful bidder commits any act of omission/ commission that amounts to misconduct/indiscipline/incompetence/security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to his notice. The successful bidder shall ensure that security staff appointed by them is fully loyal-to and assist the All India Institute of Ayurveda (AIIA) 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 Institute.

17. In case of any loss that might be caused to the All India Institute of Ayurveda (AIIA) due to lapse on the part of the security personnel discharging security responsibilities will be borne by the successful bidder and in this connection, the Director, All Institute of Ayurveda (AIIA), New Delhi” shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AIIA besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, AIIA shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

18. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to All India Institute of Ayurveda (AIIA) and maintain liaison with the police. FIR will be lodged by, All India Institute of Ayurveda wherever necessary. If need be, joint enquiry comprising both the parties shall be conducted and responsibility fixed.

19. The successful bidder shall provide good uniform as mutually decided with name badges to its personnel deployed at All India Institute of Ayurveda 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, etc shall be borne/supplied by the successful bidder at its cost. The company should also provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

20. The successful bidder shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office. The service provider and security personnel appointed shall keep confidential all information in connection with and related to All India Institute of Ayurveda and shall not reveal the same

to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.

21. The successful bidder shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco chewing, smoking, loitering etc without work. Also ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the All India Institute of Ayurveda.

22. The successful bidder 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 company shall submit to, All India Institute of Ayurveda an attested photocopy of the attendance record and enclose the same with the monthly bill.

23. The successful bidder shall endeavor to provide the service of the same security guards as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by this office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted unless such changes are justified in view o All India Institute of Ayurveda.

24. The successful bidder shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.

25. A senior level representative of the successful bidder shall visit All India Institute of Ayurveda premises at least once-a-week and review the service performance of its personnel. During the weekly visit, representative will also meet the concerned 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.

26. The successful bidder shall provide a substitute in the event of any person remaining absent to more than two days for any reason. Delay by the company in providing a substitute after expiry of two days absence shall attract liquidated damages @ Rs.200 per day per person (per such case) starting from the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.

27. For all intents and purposes, the successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so provided and deployed in this office for contractual services. Bidders shall indemnify the All India Institute of Ayurveda, New Delhi from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter.

28. The successful bidder shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person(s) deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

29. It will be the responsibility of the successful bidder to meet the transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. AIIA will have no liability in this regard at any stage.

30. The man power deployed by the successful bidder shall not have any claims of Master and Servant relationship nor have any principal and agent relationship vis-a-vis All India Institute of Ayurveda. For all practical purpose the bidder shall be employer of such manpower provided to All India Institute of Ayurveda to perform quantified task.

31. The man power deployed by the successful bidder for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular/confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the AIIA. This should be communicated to all the manpower deployed in this Institute by the contractor.

32. Payment shall be made only to the successful bidder and on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the month.

33. No sub-contracting is permissible. The near relatives of all All India Institute of Ayurveda employees either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), Daughter(s), & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

35. The bidders should give a certificate (as per proforma attached in [ANNEXURE-I(Part-C)]) to the effect that none of his/her such relative is working in the AIIA as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will

be forfeited at any stage whenever it is noticed. The purchaser will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

LEGAL

36. The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.

37. Successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to All India Institute of Ayurveda to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

38. The successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.

39. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

40. In case, the successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, then this Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

41. The successful bidder shall have to deposit a *Performance Security Deposit* of Rs. 6,00,000/- (Rs. six lakhs only). The performance security deposit will be furnished in the form of the Bank Guarantee drawn in favour of “Director, All India Institute of Ayurveda, New Delhi” from a Scheduled Bank.

42. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.

43. The contracting agency shall raise the bill, in triplicate, along with attendance sheet duly verified in respect of the persons deployed and submit the same to Director, All India Institute of Ayurveda (AIIA) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

44. The claims in bill will be considered only if the documentary proof of remittance towards EPF, ESIC, Service Tax etc. in respect of previous month (to the authorities concerned) is attached with the bill. A requisite portion of the bill / whole of the bill amount

shall be held up till such proof is furnished. The decision of All India Institute of Ayurveda (AIIA) is final in this regard.

45. There would be no increase in rates payable to the contracting agency during the contract period except reimbursement of the statutory wages revised by the Government which will not be more than DC rates.

46. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

47. The All India Institute of Ayurveda would wholly reimburse the following:

- (i) Wages of security guard/supervisor as fixed by the Institute after selection process;
- (ii) Employees Provident Fund @ 13.61% on Rs. 6500/- (maximum amount) employer contribution;
- (iii) Employees State Insurance @ 4.75% of 1 above (employer contribution);
- (iv) Contractor's /Services Charges; and
- (v) Service Tax liability @12.36% on (i) to (iv).

48. The contracting agency shall deduct the following from the employee:

- (i) Employees Provident Fund @ 12% on Rs. 6500/- (maximum amount) (employee contribution); and
- (ii) Employees State Insurance @ 1.75% of wage paid (employee contribution).

49. The amount payable by the All India Institute of Ayurveda, New Delhi in respect of the employees, the contractor and contribution of the employee is illustrated below:

Sl. No.	Component of Rate
1	Wages
2	Employees Provident Fund @ 13.61% on Rs. 6500/- (maximum amount) employer contribution.
3	Employees State Insurance @ 4.75% of monthly wages (employer contribution)
4	Employees Provident Fund @ 12% on Rs. 6500/- (maximum amount) (employee contribution).
5	Employees State Insurance @ 1.75% of monthly wages (employee contribution).
6	Total payable by employer to employee (1 to 3)
7	Contractor's Administrative/Services charges
8	Service Tax liability @12.36% on (6+7)
9	Total expenditure to be incurred (6+7+8)
10	Net amount payable to employee [1 minus (4+5)]
11	Any other liability (please indicate)

Evaluation Criteria for Tender

50. The firm is required to quote the wages for the security guard/supervisor along with the payment of EPF, ESIC, Service Tax etc. These charges should be in compliance/accordance with the statutory requirements. **These charges will not be taken into consideration while deciding the qualified L1.**

51. **The firm which quotes the overall lowest service charge excluding wages part will be considered as qualified L1 and shall be awarded the contract.**

FORCE MAJEURE

52 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such nonperformance and work under the contract shall be resumed as soon as practicable after such event and may come to an end or cease to exist, and the decision of the All India Institute of Ayurveda (AIIA) as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his opinion terminate the contract.

53. ARBITRATION

- 63.1 Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and jurisdiction will be New Delhi.
- 63.2 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 All India Institute of Ayurveda (AIIA). The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- 63.3 In case of any dispute between the Agency and All India Institute of Ayurveda (AIIA) shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.
- 63.4 An agreement shall be signed with the successful bidder as per specimen at Annexure –IV.

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.

PART-A

TECHNICAL APPLICATION BID

For providing security services in the All India Institute of Ayurveda

1. Name of bidder Company/ Firm / Agency :
(Attach certificate of registration with labour department)
2. Name of proprietor / Director :
of Company/Firm/agency
3. Full Address of Reg. Office :

Telephone No. :
FAX No :
E-Mail Address : Mobile No. :
4. Details of license issued by Govt. of NCT under Private Securities (Regulations) Act 2005 and
Delhi Private Security Agencies Rules, 2009 :
(Attach self attested copy)
5. Full address of Operating/ Branch Office :
Telephone No. :
FAX No. :
E-Mail Address :
6. Banker of Company/ Firm/ agency with :
Full address :
(Attach Latest Bank Certificate regarding :
bank account and credentials) :

Telephone Number of Banker :
7. PAN / GIR No. :
(Attach self attested copy)
8. Service Tax Registration No. :
(Attach self attested copy)
9. E.P.F. Registration No. :
(Attach self attested copy)

10. E.S.I. Registration No. :
(Attach self attested copy)

11. Financial turnover of the bidder **Company**
/ Firm / Agency for the last three Financial
Years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. lakh)	Remarks, if any
2014-15		
2013-14		
2012-13		

12. Give details of the major similar contracts handled by the bidder Company / Firm / Agency on behalf of PSUs and Government Departments during the last two years in the following format. Self attested copies of work orders may also be attached.

Sl. No	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. lacs)	Duration of Contract	
			From	To
1				
2				
3				
4				
5				

(If the space provided is insufficient, a separate sheet may be attached)

13. Details of Earnest Money Deposit :

Rs. :

D.D. / P.O. No. & Date :

Drawn on Bank :

14. Additional information, if any (Attach separate sheet, if required)

Date:

Name:

Place:

Signature of authorized person

Seal :

PART- B

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/ Director/ Authorized Signatory of the
agency/ Firm, mentioned above, is competent to sign this declaration and execute this tender
document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to
abide by them;

3. The information / documents furnished along with the above application are true and authentic
to the best of my knowledge and belief. I / we am / are well aware of the fact that furnishing of any
false information / fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

PART-C

Certificate of Non-Participation of near Relatives in the tender
CERTIFICATE

I _____ S/o _____ R/o-
_____ hereby certify that
none of my relative(s) as defined in Section-III, item (31) of tender document is/are employed in
All India Institute of Ayurveda (AIIA) as per details given in tender document. In case at any stage,
it is found that the information given by me is false/incorrect, Department of AYUSH shall have the
absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____
For and on behalf of the Bidder Name (caps) _____
Designation _____ Date _____

Part-D**(This should be mentioned on the letter head of the agency)****DETAILS OF SIMILAR WORKS COMPLETED**

Sr. No.	Description of Work	Postal Address of Client with Contact Numbers	Contract Value (in Rs.)	Completed Value (in Rs.)	Starting Date	Completion Date
1						
2						
3						
4						
5						
6						
7						
8						

Signature of the authorized signatory
(Please affix company/firm's official rubber stamp)

TENDER BID-Service charges

Tender for providing Security Services to All India Institute of Ayurveda

In addition to the service charges quoted below by the Contractor, the All India Institute of Ayurveda (AIIA) will pay to the selected contractor minimum wages as revised by Delhi Government from time to time and all the statutory obligations of the contractor, such as, Provident Fund, ESI, etc. towards personnel provided at AIIA.

Keeping in view the above mentioned amount as being a fixed factor, the contractor may hereunder indicate only the percentage of service charges (excluding taxes).

SERVICE CHARGES

Percentage of service charges in

figures: _____

words: _____

Signature of the authorized signatory
(Please affix company/firm's official rubber stamp)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

To,

Director
All India Institute of Ayurveda (AIIA),
Gautampuri, Sarita Vihar,
Mathura Road,
New Delhi – 110076

WHEREAS

.....
.....
.....
(Name and address of the supplier) (hereinafter called “ the supplier” has undertaken in pursuance of contract no. Dated to supply (description of goods and services) (hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.,

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the..... Day of..... 20

(Signature with date of the authorized officer of the Bank)

.....
.....

(Name and designation of the officer)

.....
.....

(Seal, name & address of the Bank and address of the Branch)

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

DRAFT AGREEMENT FORMAT

This agreement is made at New Delhi on the _____ day of 2014 between _____ **acting through Shri** _____, _____, **All India Institute of Ayurveda (AIIA), New Delhi** (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 All India Institute of Ayurveda (AIIA), New Delhi 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 All India Institute of Ayurveda (AIIA), New Delhi. The "Agency" will give proof of fulfilling statutory obligations. 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 in All India Institute of Ayurveda (AIIA), New Delhi 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 of Rs. 2 lakh (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 All India Institute of Ayurveda (AIIA), site which will not be less than prescribed DC rates.
8. The security personnel provided by the ‘**Agency**’ will not claim to become the employees of All India Institute of Ayurveda (AIIA), and there will be no Employee and Employer relationship between the personnel engaged by the ‘**Agency**’ for deployment in All India Institute of Ayurveda (AIIA), New Delhi.
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 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 New Delhi.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand ten 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 New Delhi in the presence of the witness:

For and on behalf of the ‘**Agency**’ For and on behalf of the ‘ _____ ’

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 _____

By the said _____

Name _____

Name _____

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

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

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR
TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely _____ M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the Institute of AYUSH, and EMD / SD shall be forfeited.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name _____

Address _____

