

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**  
**ANSARI NAGAR, NEW DELHI-110029**  
**STORES SECTION (DO)**

**By Speed Post**

Ref.F.No.XVI-02/RTI/2016-17/St./10

Dated: 09.12.2016

To

Marykutti Paul  
381, Type-III  
Ayur Vigyan Nagar  
New Delhi-110049

**Sub:** Private Security and its responsibility according to their contractual obligations - **Seeking information under RTI Act, 2005 vide letter dated 28.11.2016.**

**Ref:** Letter No.F.35-1283/2016/RTI-Estt.I, dated 05.12.2016.

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Dear Sir,

The undersigned is in receipt of your application on dated 05.12.2016 duly forwarded/ transferred by Administrative Officer, RTI Cell vide letter No.F.35-1283/2016/RTI-Estt-I, dated 05.12.2016 in respect to supply of requisite information under RTI Act, 2005 directly to the applicant. In this regard, reply thereon is submitted as under:

S.No.	Requisite information	Reply thereon
1.	As per the contract agreement of private security services in the AIIMS, is there any provision to reimburse the amount, if anything stolen within the ambit of their duty?	<p><b>Pursuant to existing contract made with private security agencies for specific areas under which Clause 75 of respective contract agreement provides that:</b></p> <p><b><u>"In case of Theft/ Loss of any public and private property at AIIMS: -</u></b></p> <p>i) In case of any theft/loss of any public and private property under the area managed by the Security Agency at AIIMS shall be responsible for all that and to safe-guard the properties, including management, staff, plants and residential areas of the Institute entrusted to the care of the Security Agency's staff at different locations of the AIIMS, including open areas.</p> <p>ii) The Security Agency will indemnify AIIMS for theft, loss, and pilferage of public or private property in the areas entrusted to its control and shall be responsible for all such losses and shall compensate AIIMS in respect thereof within one month of the demand made by AIIMS in this respect where found negligent and provided prescribed and suggested security norms are adopted and followed. Enquiry Committee will be constituted by the DD(A)/Director of (AIIMS), which will enquire the matter of theft, loss and pilferage of the property. The report of the Enquiry Committee will be final and binding on the Security Agency. After getting the enquiry report duly approved by the Competent Authority of the AIIMS, the amount recoverable will be asked to the Security Agency to deposit within one month of demand otherwise the same will be recovered from the payment due to the Security Agency/ Performance Security.</p> <p>iii) The Security Agency submitted an undertaking/ affidavit on non-judicial stamp paper of Rs.100/- duly attested by notary public that complete security of the All India institute of Medical Sciences, Ansari Nagar, New Delhi-110029 premises and property as per scope of work shall be ensured by our Security Agency, as well as any other point considered by our Agency. Our security service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. 50 Lakhs (Rupees Fifty Lakhs). The Insurance charges under Fidelity Bond shall be paid by me/us on loss of the public and private property on account of theft, pilferage and any other manner if any, shall be recoverable from me/us through Fidelity Bond"</p>

2.	If so, what are the procedure to follow to get reimburse and what the time limit of these proceedings?	Post contract management fall under the purview of Security Department, hence requisite information may be obtained from CPIO, Security Department, AIIMS, New Delhi.
3.	You are hereby request to provide me a copy of relevant part of above said contract agreement.	Copy of relevant Clause 75 laid down in contract agreement is enclosed herewith.

Appellate Authority of Stores Section (DO) is Sh. Anil Bhatia, Chief Procurement Officer, 1<sup>st</sup> Floor, Administrative Block, AIIMS, Ansari Nagar, New Delhi-110029

This is for your information please.

Yours Sincerely

( PRADEEP GUPTA )  
Sr. STORES OFFICER (DO)  
& CPIO, STORES SECTION (DO)

Copy for information to:

1. Shri Lalit Oraon, Admn. Officer & Nodal CPIO, RTI Cell.
2. Sh. Deepak Kumar, Dy. Chief Security (Actg.) & CPIO, Security Department: With the request that requisite information in respect of query no.2 above may directly be sent to the applicant.
3. Chief Procurement Officer & Appellate Authority of Stores Section ((DO)
4. Prof. Incharge, Computer Facility: With the request that this RTI reply may be uploaded on AIIMS's website.

MV Sangeet

*[Signature]*  
13.12.16

\*There are no specific minimum wages provisioned in DGR Guidelines for Fire Supervisor (ESM), hence minimum wages of Security Supervisor (ESM) notified by DGR from time to time have been taken into account for Fire Supervisor (ESM). Accordingly, minimum wages of Security Supervisor and Fire Supervisor have been provisioned same in amount.

73. The Security Agency shall submit the following information invariably to make payment through RTGS/NEFT. "The payment in pursuance of watch & ward services will be made through RTGS/NEFT & charges incurred for affecting such electronic transfers will be borne by the Security Agency. The details of present charges for NEFT/RTGS are as under:

<u>NEFT:</u> Up to Rs.1 lakh	--- Rs.5/- per transaction
<u>RTGS:</u> Rs. 1 lakh and above & upto Rs. 5 lakh	--- Rs.25/- per transaction.
Rs.5 lakh and above	--- Rs.50/- per transaction

To make payment through above said mode, the Security Agency has to submit the following information invariably alongwith bills furnishing for payment:

- i) Name of the Beneficiary.
- ii) Bank Account No. of the beneficiary.
- iii) IFCS Code of the Bank/Branch.
- iv) Permanent Account Number (PAN)

Failing which their payment will not be release.

74. Tax deduction (T.D.S.) at Source as per the provisions of Income Tax Department shall be made towards Income tax and other tax as applicable from the bills payable to the Security Agency at rates as notified from time to time by concerned authorities.

75. In case of Theft/ Loss of any public and private property at AIIMS: -

- i) In case of any theft/loss of any public and private property under the area managed by the Security Agency at AIIMS shall be responsible for all that and to safe-guard the properties, including management, staff, plants and residential areas of the Institute entrusted to the care of the Security Agency's staff at different locations of the AIIMS, including open areas.
- ii) The Security Agency will indemnify AIIMS for theft, loss, and pilferage of public or private property in the areas entrusted to its control and shall be responsible for all such losses and shall compensate AIIMS in respect thereof within one month of the demand made by AIIMS in this respect where found negligent and provided prescribed and suggested security norms are adopted and followed. Enquiry Committee will be constituted by the DD(A)/Director of (AIIMS), which will enquire the matter of theft, loss and pilferage of the property. The report of the Enquiry Committee will be final and binding on the Security Agency. After getting the enquiry report duly approved by the Competent Authority of the AIIMS, the amount recoverable will be asked to the Security Agency to deposit within one month of demand otherwise the same will be recovered from the payment due to the Security Agency/ Performance Security.
- iii) The Security Agency submitted an undertaking/ affidavit on non-judicial stamp paper of Rs.100/- duly attested by notary public that complete security of the All India institute of Medical Sciences, Ansari Nagar, New Delhi-110029 premises and property as per scope of work shall be ensured by our Security Agency, as well as any other point considered by our Agency. Our security service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. 50 Lakhs (Rupees Fifty Lakhs). The Insurance charges under Fidelity Bond shall be paid by me/us on loss of the public and private property on account of theft, pilferage and any other manner if any, shall be recoverable from me/us through Fidelity Bond.

c) NOTICE INVITING TENDER/TENDER DOCUMENT:

Notice Inviting Tender/Tender Document vide ref No.XX-375/SO(DO)/Watch & Ward Services/2013-14/St, dated 05.05.2015 containing all terms & conditions and eligibility conditions duly agreed by M/s. Security and Intelligence Services (India) Ltd. shall be part and parcel of this contract of respective Unit-'A'. Copy enclosed at ANNEXURE-II (Page No.30 to 73).

वित्त एवं वृद्ध सेवा अधिकारी  
Financial & Chief A/c. Officer  
आर्य समाज, दिल्ली  
आर्य समाज, दिल्ली

For SIS Ltd.

ARVIND KUMAR SAINI  
Regional Vice President  
3-88, Defence Colony/  
On Ring Road,  
New Delhi-110024