

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

RISHIKESH-249203

TENDER NO.24/Manpower/123/2016-RISH (Admin.)

Dated : 21-06-2016



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NOTICE INVITING TENDER FOR OUTSOURCING OF JOBS

AT ALL INDIA INSTITUTE OF MEDICAL SCIENCES

RISHIKESH

TENDER COST: Rs. 2,000/-**VAT: Rs. 270/-****TOTAL: Rs 2270/-**

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RISHIKESH
(Forwarding Letter/Undertaking)
(SCHEDULE-'A')

Sr. No. of Tender	
File No.	24/Manpower/ 123 /2016Rish(Admin)
Subject	For providing manpower for one year at AIIMS, Rishikesh
Name of the party in whose favour the Tender form has been issued	All India Institute of Medical Sciences, Rishikesh

The Director,

**All India Institute of Medical Sciences,
Rishikesh - 249201**

(SEAL OF THE OFFICER)

Dear Sir,

1. I/We hereby submit our documents against the above tender for outsourcing of jobs for one year at AIIMS, Rishikesh 249202.
2. I/We now enclosing herewith the FDR/CD/Term Deposit Receipt _____ dated _____ for Rs. ----- drawn in favour of "AIIMS, Rishikesh" towards EMD/Bid Security. (Tender not accompanied with EMD/Bid Security along with Techno Commercial Bid (Part-I) shall be summarily rejected).
3. I/We have gone through all terms and conditions of this tender before submitted the same and agreed to all the terms and conditions, stipulated by the AIIMS, Rishikesh in this connection.
4. I/We have noted that over written entries shall be deleted unless cut & re-written entries are duly initialed.
5. Tender is duly signed (No thumb impression should be affixed) by the proprietor/authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within 7 days from the issue of the letter of acceptance/offer, failing which our/my security money deposited maybe forfeited and our/my name may be removed from the list of contractors at the AIIMS, Rishikesh-249201.

Note:

- All terms and conditions such as statutory liabilities, taxes etc, have been indicated in the quotations failing which it will be presumed that the rates are inclusive of all taxes and other terms and conditions are also as per your requirements.
- The forwarding letter/schedule-A duly signed, as required, form part of the tender shall be submitted alongwith tender documents failing, which the tender shall be rejected.

Yours Sincerely,

**Signature with rubber stamp
of Tenderer with full Address**

1. WITNESS WITH FULL ADDRESS & PHONE NO.

2. WITNESS WITH FULL ADDRESS & PHONE NO.

3. WITNESS WITH FULL ADDRESS & PHONE NO.

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
RISHIKESH**



NOTICE INVITING TENDER FOR OUTSOURCING OF JOBS

The Director, AIIMS, Rishikesh invites sealed tenders under Two-Bid system from reputed agencies/firms, having capacity to provide trained manpower for AIIMS, Rishikesh for a period of one year through open tendering system.

Name of work & file reference	Tender cost (in Rs.)	EMD/Bid Security (in Rs.)
Outsourcing of Jobs for one year at AIIMS, Rishikesh (Two-Bid System) (F.No. 24/manpower/ /2016-Rish(Admin)	Rs.2270/-	Rs. 10,00,000/-

Estimated Cost: ----- (approx.) for one year

The tender form shall be available on AIIMS, Rishikesh website (www.aiimsrishikesh.edu.in) from where it can be downloaded and a demand draft of Rs 2270/- (Rupees two thousand two hundred seventy only) in favour of AIIMS,Rishikesh payable at Rishikesh should be submitted at the time of submission of tender form (**COST OF TENDER FORM**).

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Last date for submission/receipt of tender(s) is upto **14/07/2016** at **03.00 P.M** and technical bids will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on **14/07/2016** at **03.30 PM** in the Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by fax will be entertained.

The pre bid conference would be held on **05-07-2016** at 03.00 PM in the office of Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee.

Tender for Outsourcing of Job

ANNEXURE-I

TERMS & CONDITIONS OF CONTRACT (Annexure to Agreement)

A. Scope of Work:

The Agency shall provide supply of manpower at AIIMS Rishikesh by deploying adequately trained (skilled, semi skilled and non-skilled) and well disciplined Job executor having fair command over Hindi & English in respect of various posts, as mentioned in financial bid. Brief description of the scope of work, job responsibility, qualification and experience are as per eligibility prescribed in Recruitment Rules of AIIMS, New Delhi and can be viewed in its website. The contract is likely to commence from the date of award of work.

The Job executor provided by the Agency will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between AIIMS Rishikesh and the Job executor engaged by the Agency for deployment at AIIMS, RISHIKESH.

The Agency shall ensure that the engaged Job executor, as per the description, not only performs within its requisite scope of work but also ensure sanctity maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, patients, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed job executor.

Depending upon the nature of the work their deployment will be in general shift or round the clock in 3 shifts at the AIIMS. The Agency will provide to all deployed job executor Identity Cards. The Agency will also ensure that engaged job executor should maintain vigil and remain alert on respective official performances.

B. Eligibility Criteria:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess all the required licenses, registrations etc. as per law valid at least for 11 (eleven) months from the date of award of work.
2. The Bidder shall have at least 5 (five) years experience of execution of similar nature of jobs and out of which at least 02 (two) years experience in executing similar jobs in Govt. department/ PSU/autonomies body.
3. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
4. Having successfully completed at least one work of similar magnitude as per below mentioned criteria during the last three years:-
 - (i) One similar work of not less than Rs. 2,40,00,000/- (Rupees two crore forty lakh only) per annum or,

(ii) Two similar works each amounting to not less than Rs. 1,50,00,000/- (Rupees One Crore fifty lakh only) per annum or,

(iii) Three similar works each amounting to not less than Rs. 1,20,00,000/- (Rupees One Crore Twenty lakh only) per annum

(Above work should be in continuation for calculation of total value of above works)

5. Proof of financial turnover with an average minimum of Rs 3,00,00,000/- (Rupees three crore only) per year achieved, in all the last three years. (Balance Sheet duly audited by a Chartered Accountant must be annexed with Technical Bid)

6. The bidder should have their registered office / branch in Rishikesh. If not, an office should be opened in Rishikesh within 30 (thirty) days of the award of work, where an empowered officer/designatory may be posted, who can take decision on any situation relating to the performance of agency's obligation under this contract.

7. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency) & should not be black listed by any organization (Declaration on Rs. 10 notarized stamp paper must be annexed.

8. The bidder shall have the following Registrations and details of the same along with a copy of certificate must be provided in the Technical Bid:

PF Registration:

ESI Registration:

Service Tax Registration:

Valid License issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 60 (sixty) days of the award of the work.

Any other registration as may be required for the performance of such manpower supply/ services.

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

9. Following documents attached along with the Technical Bid, should be duly attested by (Gazette Officers of the Government of India/ Officers of the State Governments) failing which the bid shall be liable to be rejected:

- Copies of Licenses under Labour Legislations viz. ESI, EPF, Lab License etc.
- Copy of Return of Income Tax for the last three financial Years.
- Copy of PAN/GIR, VAT, Trade License, Service Tax Registration.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 11 months from the date of award of work subject to review of performance every three months & may be extendable for further 11 months or for few months (subject to satisfactory performance) at the sole discretion of AIIMS Rishikesh after expiry of contract.

2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Rishikesh on any working day between 10:00 AM to 03:00 PM on payment of non refundable charges of Rs 2270/- (Rupees two thousand two hundred seventy only) or can be downloaded from website www.aiimsrishikesh.edu.in. Those who download the tender document from Website should enclose a DD for Rs 2270/-(Rupees two thousand two hundred seventy only) in favour of "**AIIMS, Rishikesh**", payable at Rishikesh, not later the date of 13/07/2016, along with their bid in the Cover-I containing "Technical Bid".

3. The interested agencies are required to submit the Technical and Financial Bids separately, under two bid systems, 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 outsourcing of job**" should reach AIIMS, Rishikesh before 03:00 PM on or before / /2016. The Technical bids shall be opened on the same day at 03.30 PM at Tender Opening Room, AIIMS, Rishikesh in presence of the bidders or their authorized representatives who choose to remain present. The Tender receive after due date & time will be rejected and no claim shall be entertained whatsoever may be the reason.

4. The pre bid conference would be held on 05-07-2016 at 03.00 PM in the office of Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee.

5. BID PRICES:

- (I) The bidder shall give the total composite price inclusive of all levies and taxes as per price schedule given in Annexure -II. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the institute.
- (II) The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (III) 0% service charge will be treated as non responsive bid in accordance with the circular issued by Ministry of Finance GOI and outrightly be rejected.

6. Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

7. A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

8. **FINANCIAL EVALUATION**

- (I) The financial bid of only those bidders shall be opened who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may likely to be present. The Institute shall inform the date, place and time for opening of financial bid through our website.
- (II) The Financial Bids of unsuccessful bidders would not be opened and destroyed.
- (iii) The rates must be quoted per job basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in "**Annexure-VII: Price Offer**" to be kept in Envelope No.2. Income Tax will be deducted at source from the bills as applicable. The Agency needs to furnish its PAN Number.
- (iv) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- (v) The evaluation and comparison of responsive bids shall be done on the price offered inclusive all statutory payment of both side as indicated in the Price Schedule in **Annexure-"II"** of the Bid documents.
- (vi) The AIIMS Rishikesh does not bind it to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Rishikesh reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.
- (vii) 0% Service Charge bid shall be outrightly rejected in term of Office Memorandum issued by Ministry of Finance Government of India, as a unresponsive bid.
- (viii) The Institute will issue separate cheques of EPF/ESI in favour of EPF/ESI authorities and handover it to the service provider who shall deposit the same to EPF/ESI authorities through challans. The invoices will be adjusted accordingly.

9. 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.

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.

10. All entries in the tender 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 Technical Bid, Financial Bid unless authenticated by full signature of bidder.

11. The bidder shall pay Bid Security (EMD) of Rs 10,00,000 (Rupees Ten lakh Only) along with the Technical Bid by DD/TD/FD/CD in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be put in cover-I containing Technical bid. The EMD has to remain valid for a period of at least six months from the opening of financial bids.

12. The bid security (EMD) without interest shall be returned to the unsuccessful bidders within one week after finalization of contract.

13. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will have to deposit an amount equal to Rs. 25,00,000/- (Rupees twenty five lakh only) towards Security Deposit by way of TD/FD/CD/BG in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and sign a contract Agreement. The validity of Security deposited must be at least 3 months greater than the term of the contract.

14. If the successful bidder fails to furnish the amount of Security Deposit 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, Rishikesh.

15. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to sign the contract on this stipulated time or fails to comply with any of the terms & conditions of the Tender.

16. The bid shall be valid and open for acceptance of the competent authority for a period of 45 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 bidders shall be entertained.

17. 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.

18. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate of service charge after complying with the all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates, the Director, AIIMS, Rishikesh shall decide about the Agency to which the

offer shall be granted based on the report of highest/ Turnover of the firm in last three years. This decision by such authority shall be final & binding.

19. The Director, AIIMS, Rishikesh, have discretionary right to award on the same rate parallel contract to any of the willing agency(ies) found to have quoted the same rates, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.

20. The Agency has to pay all the statutory obligations except Service tax, from the consolidated fixed amount as mentioned in column 02 of financial bid. Rest amount will be paid to concern Job executor by means of A/c payee cheque. Service tax, agency service charges and consolidated fixed amount, all will be recouped after due satisfaction and paid by AIIMS, to the agency after producing relevant records.

21. AIIMS, Rishikesh reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Rishikesh also reserves the right to reject any bid which in its 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.

22. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.

23. This office, however, reserves right to terminate this initial contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm/ Agency.

24. Period to submission of bids, AIIMS Rishikesh may for any reason, Modify the bid documents. These amendment shall be binding on the tendered. These amendment shall be notified in the notice board kept outside the Tender office at AIIMS Rishikesh as well as on its website i.e. www.aiimsrishikesh.edu.

D. Other Terms and Conditions:

1. The job requirement as mention in above Tender documents are Tentative and actual number of requirement may be less. Initially few no. or few categories of job are required which will be demanded as per requirement. No claim can be made on the basis that mention no of job has not been taken from the agency. Payment will be made for the job actually outsourced.
2. **Reservation:** Reservation shall be applicable as per Govt. of India norms as money paid agains job is public money therefore welfare policies of government ought to be adhered to.
3. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as specified in Recruitment Rules of AIIMS, New Delhi. The Agency should verify & submit if any police records that no criminal case are pending against persons supplied by them and should make adequate enquiries about their antecedents,

character conduct and medical fitness. If asked the agency will provide more no. of demanded Job executor.

4. The full particulars of the Job executor to be deployed by the Agency including their names & addresses shall be furnished to the Senior Administrative Officer, AIIMS, Rishikesh along with testimonials before they are actually deployed for the job.
5. The Agency shall not deploy or shall discontinue deploying the Job executor, if so desired by the Senior Administrative Officer, at any time without assigning any reason whatsoever.
6. The Director, AIIMS, Rishikesh shall have the right, to have any person removed who is considered to be undesirable or otherwise and similarly agency reserves the right to change the staff with prior intimation to AIIMS, Rishikesh.
7. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
8. A local representative of Agency shall be In-charge of the Job executor and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed Job executor and prohibition of alcoholic / any form of tobacco consumption etc. They shall work under directives and guidance of the Senior Administrative Officer and will be answerable to the Senior Administrative Officer, for effective performance of their assigned work & administrative convenience & for no other purpose. This will, however, not diminish in any way, the Agency's responsibility under the contract to the AIIMS, Rishikesh. The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act & under other applicable laws.
9. The Agency shall provide necessary undertaking and documentary evidence in this regard.
10. A senior level representative of the Agency shall visit AIIMS, Rishikesh at least once-a-week and review the service performance of its Job executor. During the weekly visit, Agency's representative will also meet the Senior Administrative Officer, AIIMS, Rishikesh, officer dealing with service under the contract for mutual feedback regarding the work performed by his Job executor and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed Job executor will be solely with the agency.
11. The AIIMS Rishikesh shall not be responsible for providing residential accommodation to any of the personnel of the service provider.
12. The Agency shall ensure that any replacement of the Job executor, as required by the Senior Administrative Officer, AIIMS, Rishikesh. With the approval of the Director for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Rishikesh. If the agency wishes to replace any of the Job executor, the same shall be done with prior concurrence of the Senior Administrative Officer, AIIMS, Rishikesh at Agency's own cost.
13. The Agency shall provide Photo Identity Cards to its Job executor deployed at AIIMS, Rishikesh at its own cost and ensure that these cards are to be

constantly displayed, maintained in good condition and their loss should be reported immediately. Entry permit for the particular Bldg/Block, where the Job executor is actually deployed, shall be issued by Administrative Office, AIIMS. Incidentals for the respective categories of Job executor shall be borne / supplied by the Agency at its cost.

14. All the job Executors will perform their duty in proper dress & will maintain and smart turn out.
15. The Agency shall ensure that the Job executor deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Rishikesh/ MoH&FW/ Govt. of India/ any State or any Union Territory. The job executor shall not divulge to any unwanted person any details of office, operational process, and administrative matters etc. which are of serious and confidential nature that can attract legal action. The agency will strictly ensure that any sensitive/confidential nature of information related to the organization is not divulged or disclosed to any unwanted person by the job executor deployed by it.
16. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Senior Administrative Officer, AIIMS, Rishikesh. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Senior Administrative Officer, AIIMS, Rishikesh or other competent authority.
17. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, ESI etc. relating to Job executor deployed by it at AIIMS, Rishikesh site or for any accident caused to them, the AIIMS, Rishikesh shall not be liable to bear any expense in this regard.
18. The Agency will pay his Job executor by means of a/c payee cheques latest by 7th of next month The Senior Administrative Officer, AIIMS, Rishikesh shall recoup and pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month by the 10th day of the month along with attendance sheet, satisfactory performance certificate duly verified by the Senior Administrative Officer, AIIMS, Rishikesh and other requisites. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department. The Agency shall also be responsible for the insurance of its Job executor. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications as may be applicable:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund & MP Act, 1952
 - (c) The Contract Labour (Regulation) Act, 1970
 - (d) The Payment of Bonus Act, 1965
 - (e) The Payment of Act, 1972
 - (f) The Employees State Insurance Act, 1948
 - (g) The Employment of Children Act, 1938
 - (h) The Motor Vehicle Act, 1988

- (i) Minimum Wages Act, 1948
19. Total monthly remuneration will be calculated on the basis of actual deployment of job executors during the month.
 20. The service provider shall be liable and responsible to provide all applicable benefits viz. Provident Fund, ESI, etc. to the staff engaged by him together with all related legal compliance. As far as EPF is concerned, the service provider will deposit the PF contribution with the Regional Provident Fund Commissioner, Dehradun against a sub-code acquired from the office of the Regional Provident Fund Commissioner, Dehradun through challan on separate cheque issued by AIIMS Administration and submit the acknowledgment of payment so deposited to the AIIMS, Rishikesh the service provider will be duty bound, in accordance with ESI act and will get the ESI cards issued by the competent authority in respect of all employees deployed by him and furnish ESI numbers to AIIMS, Rishikesh The default shall attract a penalty at the rate of 2% per month on the monthly wages bill of the concerned month.
 21. The agency shall issue EPF passbook and ESI cards within 60 days of the award of work to every job executor and shall apply the code number allotted by the local ESI/EPF authorities. In case of any violation a penalty of Rs. 500/- per day shall be imposed. Agency shall also submit regular EPF number of its employees before the submission of the first bill for reimbursement. The cost of pass books shall be borne by the agency.
 22. (I) In case of any delay in payment to the job executor and arbitrary deductions from their emoluments, the penalty, as under may be imposed upon the service provider:
 - 1st instance – 25% of service charge per week.
 - 2nd instance – 50% of service charge per week.
 - 3rd instance and onwards – Termination of contract on immediate notice. Nonpayment with penalty entails forfeit of security.

(II). The penalty stated 22(i) above may be revoked by competent authority of AIIMS, Rishikesh.
 23. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Senior Administrative Officer, AIIMS, Rishikesh and maintain liaison with the police. FIR will be lodged by the Senior Administrative Officer, AIIMS, Rishikesh, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed accordingly.
 24. The agency shall ensure that staff appointed by them is fully loyal-to and assist the Senior Administrative Officer, AIIMS, Rishikesh during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the AIIMS, Rishikesh.
 25. In case of any loss that might be caused to the AIIMS, Rishikesh due to lapse on the part of the Job executor discharging their responsibilities will be borne

by the Agency and in this connection, Senior Administrative Officer, AIIMS, Rishikesh shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to AIIMS, Rishikesh besides imposition of penalty. In case of frequent lapses on the part of the Job executor deployed by the agency, Director, AIIMS, Rishikesh shall have full right to terminate the contract and forfeit the security deposit or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.

26. In the event of any Job executor 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.
27. As and when Senior Administrative Officer, AIIMS, Rishikesh requires additional Job executor strength on temporary or emergent basis, the Agency will depute such Job executor under the same terms and conditions. For the same, a notice of two days will be given by the Senior Administrative Officer, AIIMS, Rishikesh. Similarly, if the Job executor deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Senior Administrative Officer, AIIMS, Rishikesh 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.
28. In case any public complaint is received attributable to misconduct /misbehavior/drunken state of job executor and as verified by the competent authority, a penalty of Rs. 500/- for such incident shall be levied and the same shall be deducted from the monthly bill of the agency. Further, the concerned guilty person shall be withdrawn by the agency. Besides legal action as required under relevant rules/acts be also initiated against the guilty persons by the agency.
29. The job executor provided by the Agency shall not claim any benefit/compensation/absorption/regularization of service in AIIMS, Rishikesh. The AIIMS, Rishikesh does not recognize any employee and employer relationship with any of the job executors of the agency.
30. The Agency shall maintain the daily shift-wise attendance record of the Job executor deployed by it showing their arrival and departure time. The Agency shall submit to the Senior Administrative Officer, AIIMS, Rishikesh an attested photocopy of the attendance record and enclose the same with the monthly bill.
31. In case of non compliance/non-performance of the services according the terms of the contract, the Senior Administrative Officer, AIIMS, Rishikesh shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract. It may be minimum 2% of monthly payment.
32. The Agency shall be solely liable for all payment/dues of the Job executor deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc as demonstrated in line with the format attached as ANNEXURE-II. The Agency shall fully indemnify AIIMS, Rishikesh 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, Rishikesh. Any complaint towards non-payment of wages, other liabilities,

statutory obligations will lead to immediate termination of contract with penalty.

33. The Service Charges payable to the agency in providing the requisite Job executor will be claimed on percentage of the gross monthly wages payable to the Job executor. In this regard, gross monthly wages will be calculated on the basis of the actual deployment of Job executor during the month.
34. Where the person supplied by the Agency is a related person of the responsible person of AIIMS, Rishikesh, he/she shall promptly disclose the fact by giving an undertaking on this behalf.

35. PENALTY FOR USE OF UNDUE INFLUENCE

The contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the AIIMS or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or may other contract with the AIIMS for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the AIIMS. Any breach of the aforesaid undertaking by the Contractor or anyone employed by him or acting on his behalf (Whether with or without the knowledge of the Contractor) or the commission of any offence by the contractor or anyone employed by him or acting on his behalf, a defined in Chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption, shall entitle the AIIMS to cancel the contract & forfeit the security.

36. Period of the Contract

The contract for hiring of personnel will be effective from the date as specified in the job award order and shall continue accordingly unless terminated earlier.

37. The decision of the Director AIIMS, Rishikesh in regard to interpretation of the Terms & Conditions of Agreement shall be final and binding on the Service Provider.
38. **Dispute Resolution:** In case of any dispute or differences arising out or or relation to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussion, then the matter may be referred to the competent court of law by either party for jurisdiction.
39. **Jurisdiction of Law:** The laws of republic of India are applicable to this tender document. Courts in Dehradun /Rishikesh shall have exclusive jurisdiction in relation to any disputes arising out from this tender document.

40. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference. Notwithstanding anything contained under this contract, the Institute reserves the right to take immediate corrective action. In case of serious/ repeated/continuous breach of any term of contract by the service provider in addition to imposing any penalty including termination of its services an immediate notice on the risk and cost of the service provider. The institute may exercise this right as per its sole discretion if this situation demands after giving an opportunity of being heard to the service provider.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RISHIKESH**

MANPOWER ESTABLISHMENT

F. No. 24/ /2016-RIS (Admn.)/

Dated:

TENDER FORM FOR PROVIDING MANPOWER

1. Cost of tender: :Rs. 2270/- (Rs. Two thousand two hundred and seventy only)

Affix duly Attested P.P. size recent photograph of the prospective bidder
--

2. Due date for tender submission : _____

3. Opening time and date of tender : _____

4. Name, address of firm/Agency : _____
 With Tel. No.& fax No. _____

5. Registration No. of the firm/Agency : _____

6. Name, Designation, address and Tel : _____
 No. & fax No. of authorized person : _____
 of firm/Agency to deal with. _____

7. Please specify as to whether tenderer: _____
 is sole proprietor/Partnership firm. _____
 Name and address and tel No. & fax _____
 No. of directors partners should _____
 Specified.

8. Copy of PAN card issued by Income : _____
 Tax Deptt.and copy of previous _____
 Financial year's Income Tax Return _____

9. Provident Fund Code No. : _____
 Along with proof

10. ESI Code : _____
 Along with proof

11. Registration no. of the firm/agency under: : _____
 • Contract Labour (R&A) Act, 1970
 • Service Tax no. with its commisionarate

13. Details of Bid Security Deposit
 (a) Amount : _____
 (b) FDR or TDR No. or Bank : _____
 Guarantee in favour of AIIMS,
 Rishikesh.
 (c) Date of Issue : _____
 (d) Name of Issuing authority : _____

14. Any other information : _____

15. 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 abide by them.

(Signature of the bidder)
Name & Address (With seal)
Tel. No.& Fax No

S.No	Total Emoluments including all Statutory deductions	Amount on which EPF to be deducted	EPF Employee contribution	EPF (Employer Contribution)	ESI (Employee Contribution)	ESI (Employer Contribution)	TDS	Total Deduction	Net Amount (In Hand)	Total CTC
1.	Rs, 10,000	Rs, 7,569	Rs, 908	Rs, 1030	Rs, 133	Rs, 360	0	Rs, 2,431	Rs, 7,569	Rs, 10,000
2.	Rs, 12,000	Rs, 9,083	Rs, 1,090	Rs, 1,236	Rs, 160	Rs, 431	0	Rs, 2,917	Rs, 9,083	Rs, 12000
3.	Rs, 14,000	Rs, 10,597	Rs, 1,272	Rs, 1,442	Rs, 186	Rs, 503	0	Rs, 3,403	Rs, 10,597	Rs, 14,000
4.	Rs, 14,500	Rs, 10,976	Rs, 1,317	Rs, 1,494	Rs, 192	Rs, 521	0	Rs, 3,524	Rs, 10,976	Rs, 14,500
5.	Rs, 15,500	Rs, 11,733	Rs, 1,408	Rs, 1,597	Rs, 205	Rs, 557	0	Rs, 3,767	Rs, 11,733	Rs, 15,500
6.	Rs, 26,000	Rs, 15,000	Rs, 1,800	Rs, 2,042	0	0	0	Rs, 3,842	Rs, 22,158	Rs, 26,000
7.	Rs, 27,000	Rs, 15,000	Rs, 1,800	Rs, 2,042	0	0	0	Rs, 3,842	Rs, 23,158	Rs, 27,000
8.	Rs, 41,500	Rs, 15,000	Rs, 1,800	Rs, 2,042	0	0	Rs, 380	Rs, 4,222	Rs, 37,278	Rs, 41,500
9.	Rs, 43,500	Rs, 15,000	Rs, 1,800	Rs, 2,042	0	0	Rs, 400	Rs, 4,242	Rs, 39,258	Rs, 43,500

Note:- 1. Deduction from all “Excluded Employees” as above is subject to their consent & approval of competent authorities under EPF & ESI Laws.
2. The salary structure is under revision by Ministry of Health & Family Welfare, and the Contractor shall bound to pay increased salary as per circular of Ministry in future.

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RISHIKESH**

(In separate sealed Cover-I super scribed as "Technical Bid")

1. Name & Address of the Tenderer Organization/Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office at Rishikesh.							
2. Experience in the work of providing Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, carried out and/or on hand for last five years along with a certificate from the organization where the job was carried out. (As per eligibility criteria No.4 and 5)					In following format		
S. No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Detail of Man Power Provided	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 license. Please provide details and attach a copy. (c) Undertaking of the Agency confirming the availability of the adequate Job executor of requisite qualification and experience for deployment in AIIMS, RISHIKESH.							
4. Are you covered by the labour Legislations, such as, ESI, EPF, Act etc.							
5. Please give EPF Regn No: ESI Code: Act Regn. No:							
6. Are you governed by minimum wages rules of the Government							
7. Please attach copy of last Three year 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 License No. (Please attach copy)							
12. Service Tax Registration No. (Please attach copy)							
					Page 19 of 26		
13. Acceptance of terms & conditions attached (Yes/No). Please sign each page of Tender document as token of acceptance and submit as part of tender.							

14. Power of Attorney/authorization for signing the bid documents	
15. Please submit an undertaking, on notarial stamp paper of Rs. 100/- (Rupees one hundred only) (Performa in given) that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency) and firm / agency is never being black listed by any organization Indicate any convictions in the past against the Company/firm/partner.	
<p>16. Please attach original DD/FD/TD/CD Order of Rs.10,00,000/- (Rupees ten lakhs only) towards bid security (EMD)</p> <p>For Rs. 10,00,000/- FD/TD/CD No. Date: Payable at:</p>	<p>Details of DD for Rs. 2270/- (Rupees two thousand two hundred seventy only) In case tender document is down loaded from website, please furnish following details.</p> <p>For Rs. 2270/- DDNo. Date: Payable at:</p>

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. FD/TD/CD/DD/Pay Order No. _____
2. Terms & Conditions of the contract of Tender document (_____) each page must be signed and sealed.
3. Financial Bid (In separate cover II duly sealed by bidder)

<p>Place:.....</p> <p>Date:.....</p>	<p>(Signature of Bidder with seal)</p> <p>Name:</p> <p>Address</p> <p>Phone No (O):</p> <p>Fax No. (O):</p> <p>E-mail:</p>
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Sign of issuing Authority

ANNEXURE-IV
(ON A STAMP PAPER OF RS. 100/-)

UNDERTAKING

To

**The Director,
All India Institute of Medical Sciences,
Rishikesh,**

Name of the firm/Agency _____ Name of
the tender _____ due date: _____

Sir,

1. I/we hereby agree to abide by all terms and conditions laid down in tender document
2. This is to certify that I/We before signing this bid have read and fully understood all terms and conditions and instructions contained therein and undertake myself/ourselves is abide by the said terms and conditions
3. I/We abide by the provisions of Minimum wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Leave, Relieving Charges, Uniform and allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Ministry of Labour or any other law enacted by the Govt. of India and accepted by the Government of Uttrakahand whichever is higher under the Minimum Wages Act, 1948 as amended by the Government from time to time and shall be fully responsible for any violation.

Signatures of the Bidder
(Name and Address of the Bidder)
Tel. No.& Fax No.

All India Institute of Medical Sciences Rishikesh

F.No. 24/Manpwr/ /2016 (RIS) Admin

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

This agreement is made at Rishikesh on the _____ day of _____ Two thousand Sixteen between **Director**, All India Institute of Medical Sciences, Rishikesh, **acting through Sr. Administrative Officer, AIIMS, Rishikesh, having its office at AIIMS, Virbhadra, Rishikesh-2492013** *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 Off-Roll Manpower Services for AIIMS, RISHIKES at Rishikesh 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, ESI, etc relating to Off-Roll Manpower Services in AIIMS, RISHIKESH. 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, Rishikesh site. The '**Client**' shall have no liability in this regard.
3. Notwithstanding anything contained in this agreement, 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 impose the following penalty after due opportunity of hearing. At first instance of non-compliances, 2% deduction of monthly payment penalty will be impose. For subsequent incident it will be 5% deduction of monthly payment. If it is found that agency is continuously violating the terms & condition of the contract for more than 03 times, the said contract may be Terminated by forfeiting the security Deposit.
6. Security Deposit of an amount of Rs 25,00,000/- (Rupees twenty five lakh only) (refundable without interest after two months of termination of contract subject to other provisions for deduction/forfeiture) in the form of FD/BG/CD/TD 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, RISHIKESH site on or before 7th day of next month and also responsible for fulfillment of all statutory obligations. The agency further undertakes that, unless otherwise provided under any law terms of this agreement no deduction shall be made from the

wages of its employees nor any money shall be demanded from such employees.

8 The personnel provided by the 'Agency' will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in AIIMS, RISHIKESH 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 Any person who happens to be involved in any wrongdoing, indiscipline, creating nuisance or found in any anti-institutional activity at any point of time or having any criminal record must not be engaged by the Agency. The 'Agency' also agrees to comply with all Terms and Conditions of tender document and amendments thereto from time to time which are forming the part of this agreement.

11 Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'. Any waiver by the client shall not adversely affect the enforceability of any terms of this contract by the client at any point of time.

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 Rishikesh/Dehradun.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand sixteen 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 Rishikesh in the presence of the witness:

For and on behalf of the 'Agency'	[For and on behalf of the 'AIIMS, Rishikesh
Signature of the authorized Official	Signature of the authorized Official
Name of the Official	Name of the Official
Stamp / Seal of the 'Agency'	
(in presence of)	(in presence of)
Witness_____	Witness_____
Name_____	Name_____
Address _____	Address_____
_____	_____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY(To be stamped in accordance with Stamps Act of India)

1. This deed of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and Director, All India Institute of Medical Sciences, Rishikesh (hereinafter called the "beneficiary) of the other part.
2. WHEREAS All India Institute of Medical Sciences, Rishikesh has awarded the contract for outsourcing of jobs contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "Contract") to M/s _____ (Name of the service provider) (hereinafter called the "service provider").
3. AND WHEREAS THE service provider is bound by the said contract to submit to the beneficiary Performance Bank Guarantee for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as sated above.
5. After the service provider has signed the aforementioned contract with the beneficiary, the Bank is engaged to pay the beneficiary, any amount up to and inclusive of the aforementioned full amount upon written order from the beneficiary to indemnify the beneficiary for any liability of damages resulting from any defects or shortcomings of the Contract or the debts he may incurred to any parties involved in the Works under the contract mentioned above, whether these defects or shortcoming or debts are actual or estimated or expected. The Bank will deliver the money required by the beneficiary immediately on demand without delay without reference to the service provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service provider. The Bank shall pay to the beneficiary any money so demanded notwithstanding any dispute/disputes raised by the service provider in any suit or proceedings pending before any court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ month form the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the beneficiary agrees to grant a time of extension to the service provider or if the service provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the beneficiary and at the cost of the service provider.
8. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the service provider.
9. The neglect or forbearance of the beneficiary in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the beneficiary for the payment hereof shall in no way relive the Bank of their liability under this deed.
10. The expressions "the beneficiary", "the Bank" and "the Service provider" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-I

Signature _____

Name: _____

Address: _____

Witness-I

Signature _____

Name: _____

Address: _____

Price Bid for providing manpower services at AIIMS, Rishikesh

Percentage of per month Service Charges for
the manpower services to be provided to the
Institute

In Percentage

Note:

1. Rates quoted will include all statutory obligations of the Service Provider under EPF, ESI, Minimum Wages Act, Contract Labour (R&A) Act, weekly-off/replacement charges, cost of uniform, Identity cards of personnel deployed by (As per Annexure -II) the Service Provider, all kind of taxes, (service charges, etc. of the agency) shall be included in service charge.
2. The contract is initially for one year extendable for further one year at a time, maximum for two years subject to satisfactory performance.
3. The bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process.
4. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.**

Signatures of the Bidder
(Name and Address of the Bidder)
Tel. No.& Fax No.