

All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,

Rishikesh-249203



Tender document for Hospital Nursing Services

AIIMS, Rishikesh

Ref. No.	:	24/NS/337/2018-Rish(Admn)
Publishing Date	:	20-04-2018 at 9.00 AM
Pre-Bid Meeting	:	09-05-2018 at 3.00 PM
Bid Submission Start Date	:	14-05-2018 at 9.00 AM
Last Date of Bid Submission	:	29-05-2018 at 3.00 PM
Bid Opening	:	30-05-2018 at 3.30 PM

Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in
(for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

TENDER NOTICE
Hospital Nursing Services
AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun
Dated: 20-04-2018

1.E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from reputed, competent and experienced agencies, for providing **Hospital Nursing Services for a period of one year** at AIIMS Rishikesh.

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

3. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0135-2462915.

4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.

5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. Hard Copy of **original** technical bid along with earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected.

7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. And other Central Government Procurement Websites (*subject to its access of AIIMS Rishikesh*).The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.

9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.

10. The pre bid conference would be held on **09-05-2018 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's 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 and submit the same in writing on its letter head.

Administrative Officer
AIIMS, Rishikesh

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

RISHIKESH

(Forwarding Letter/Undertaking)

(SCHEDULE-'A')

File No.	24/NS/ 337/2018-Rish(Admin)
Subject	For providing Hospital Nursing Services 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 249203.
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-249203.

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.

NOTICE INVITING TENDER FOR MANPOWER (NURSING STAFF)

The Director, AIIMS, Rishikesh invites sealed tenders under Two-Bid system from reputed agencies/firms, having capacity to provide trained manpower (NURSING STAFF) 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.)
Manpower (Nursing Staff) for one year at AIIMS, Rishikesh (Two-Bid System) (F.No. 24/manpower (nursing staff)/2017-Rish(Admin))	Rs.1180/-	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 1180/- (Rupees one thousand one hundred eighty only) in favour of AIIMS,Rishikesh payable at Rishikesh should be submitted at the time of submission of tender form **(COST OF TENDER FORM)**.

Last date for submission/receipt of tender(s) is upto **14-05-2018 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 **15-05-2018 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.

Tender for Outsourcing of Job (Nursing Staff)

ANNEXURE-I

TERMS & CONDITIONS OF CONTRACT (Annexure to Agreement)

A. Description of Job and Number of post (Nursing posts):

The indicative rates of remuneration have been worked out by the Institute and indicated against designation. The firms have to quote their administrative/service charges for deploying the required number of manpower. All statutory liabilities like EPF, ESI etc. on account of this manpower will be borne by the Bidder. The Agency shall provide Manpower at AIIMS Rishikesh by deploying adequately trained and well- disciplined personnel having fair command on Hindi & English in respect of the following categories, brief description of the scope of work mentioned against each:-

S.No	Description	Educational Qualifications	No. of Posts	Consolidated Contractual amount per month inclusive of all statutory obligation (in Rs.)
1.	Staff Nurse Grade-II (Nursing Sisters)	<p>I. Matriculation or its equivalent from a recognized university/board</p> <p>II. Certificate in General Nursing and Midwifery from a recognized Staff Institution or equivalent qualification for male nurses.</p> <p>III. Should be registered "A" Grade Nurse and Midwife with Staff Nursing Council or equivalent qualification for male nurses.</p> <p>Desirable: Ability to use computers – hands on experience in office applications, spread sheets and presentation</p>	600 approx.	Rs. 2,40,00,000/-

Number of posts are tentative. Actual number of posts operative will be informed by the Institute. It may increase or decrease as per Institute requirement. **The Competent Authority of AIIMS, Rishikesh has power to relax/amend/change any of the above parameters i.e. posts/number of posts/eligibility qualification/scope of work etc.** The Maximum consolidated contractual amount per month Inclusive of all statutory obligation (in Rs.) is as per guidelines from Ministry of Health & Family Welfare. **However, the Maximum consolidated contractual amount per month Inclusive of all statutory obligation (Rs. Two crores forty lakh only) may be changed (increased/decreased) after approval of the Competent Authority.**

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

Their deployment will be in general shift or round the clock in 3 shifts at AIIMS. The Agency will provide to all deployed personnel **Uniforms, Name Badges and Identity Cards**. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

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 3 (three) years' experience of providing manpower services to Central Govt. department/ PSU of the Central Government of India/Universities/Autonomies Institutions.
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. 4,00,00,000/- (Rupees Four Crores only) per annum or,
 - (ii) Two similar works each amounting to not less than Rs. 3,00,00,000/- (Rupees Three Crore Only) per annum or,
 - (iii) Three similar works each amounting to not less than Rs. 2,00,00,000/- (Rupees Two Crore only) per annum

Note:

- i. Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
 - ii. Completed work shall mean work under one contract with extension/Work considered should either have been completed.
 - iii. Concluded or should have been more than one year old live contracts with extension/s, if any. In case of running contract, value of payment received till date of issue of certificate shall be the qualifying amount.
5. The average annual turnover of services provided by the bidder should not be less than Rs. 5 Crores during the last three consecutive years as per their audit books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services which from the subject matter of the present notice.

Turnover provisions: - (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support to its turnover whatever amount is getting short.

(iv) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

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 90 (ninety) days of the award of the work.

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 a period of 12 months or till regular appointment whichever is earlier. The contract may be further extendable upto one year, depending on performance of the Agency and at the discretion of Director, AIIMS, Rishikesh.

2. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. 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.

3. 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.

4. 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.

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

6. 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.

7. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.

8. The bid shall be valid and open for acceptance of the competent authority for a period of 90 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.

9. 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.

10. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) 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 on the past performance of the firm, and length of experience etc. Such decision by the authority shall be final. The Director, AIIMS, Rishikesh, have discretionary right to award on the same rate parallel contract to the next eligible agency, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.

11. AIIMS, Rishikesh shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of India above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.

12. 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 his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

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

D. Other Terms and Conditions:

14. The initial period of contract shall be for a period of 12 months or till regular appointment whichever is earlier. The contract may be further extendable upto one year, depending on performance of the Agency and at the discretion of Director, AIIMS, Rishikesh.

15. The number and arrangement of deployment of the manpower is without prejudice to the right of Administrative Officer, at AIIMS, Rishikesh to deploy the personnel in any other number or manner considered to be more suitable in the interest of the AIIMS, Rishikesh.

16. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this institute during the currency or after expiry of the contract.

17. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.

18. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

19. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified.

20. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Administrative Officer, AIIMS, Rishikesh along with testimonials before they are actually deployed for the job.

21. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.

22. A local representative of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Administrative Officer and will be answerable to the Administrative Officer. This will, however, not diminish in any way, the Agency's responsibility under 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.

23. The Agency shall provide necessary undertaking and documentary evidence in this regard.

24. A senior level representative of the Agency shall visit AIIMS, Rishikesh at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Administrative Officer, AIIMS, Rishikesh, 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. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the organization is not divulged or disclosed to any person by the personnel deployed by it.

25. The Agency shall ensure that any replacement of the personnel, as required by the Administrative Officer, AIIMS, Rishikesh 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 personnel, the same shall be done with prior concurrence of the Administrative Officer, AIIMS, Rishikesh at Agency's own cost.

26. The Agency shall provide reasonably good uniform, name badges with Photo Identity Cards to its personnel 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 personnel is actually deployed, shall be issued by Administrative Office, AIIMS. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its cost.

27. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Rishikesh/ MoH&FW / Govt.of India / any State or any Union Territory.

28. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Administrative Officer, AIIMS, Rishikesh. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Officer, AIIMS, Rishikesh or other competent authority.

29. The service provider shall submit the bill to the Administrative Officer for re-imburement by 3rd of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by authorized security officer/representatives of AIIMS, Rishikesh on a daily basis. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. 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 except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

30. The service provider shall disburse the wages to its staff deployed in the Institute every month through ECS or by cheque and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. The service provider shall ensure that all staff deployed has valid bank account and the same is to be communicated to the Administrative Officer.

31. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Rishikesh site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Administrative Officer, at AIIMS, Rishikesh for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund & MP Act, 1952
- (c) The Contract Labour (Regulation) Act, 1970
- (d) The Payment of Bonus Act, 1965

- (e) The Payment of Gratuity 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

32. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Administrative Officer, AIIMS, Rishikesh and maintain liaison with the police. FIR will be lodged by the Administrative Officer, AIIMS, Rishikesh, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

33. The agency shall ensure that staff appointed by them is fully loyal-to and assist the 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 AIIMS, Rishikesh.

34. In case of any loss that might be caused to AIIMS, Rishikesh due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, 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 personnel deployed by the agency, Director, AIIMS, Rishikesh shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.

35. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

36. As and when Administrative Officer, AIIMS, Rishikesh requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Administrative Officer, AIIMS, Rishikesh. Similarly, if the personnel deployed by the agency at any time found absent from duty or sleeping or found engaged in irregular activities, the 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.

37. The Agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. The Director, AIIMS, Rishikesh has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.

38. In case of non-compliance/non-performance of the services according to the terms of the contract, the 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.

39. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. 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 and statutory obligations will lead to immediate termination of contract with penalty.

40. The Service Charges payable to the agency in providing the requisite manpower will be in claimed percentage of the total monthly wages payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.

41. The decision of the Director AIIMS, Rishikesh in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

42. The Agency 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 Institute.

43. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.

44. In case of any dispute between the Agency and AIIMS, Rishikesh, the Director, AIIMS, Rishikesh shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Rishikesh & Dehradun.

45. 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 Director, AIIMS, Rishikesh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

46. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

47. An agreement shall be signed with the successful bidder as per specimen enclosed.

48 L1 Clause: L1 will be decided on the basis of lowest percentage of per month service charges quoted by the bidder separately in the .pdf format provided.

Note: *These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (**First Part**) and the 'Agency' (**Second Part**) and any non-compliance shall be deemed as breach of the Contract/Agreement.*

Administrative Officer

AIIMS, Rishikesh

E-tender Enquiry No. F.No 24/NS/337/2018-RISH (ADMN)
(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 agency, duly certified by Chartered Accountant for last three (3) years.							
9. PAN No. (Please attach copy)							
10. GST No. (Please attach copy)							
11. Service Tax Registration No. (Please attach copy)							
12. Acceptance of terms & conditions attached (Yes/No). Please sign each page of Tender document as token of acceptance and submit as part of tender.							
13. 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/- DD/FD/TD/CD No. Date: Payable at:</p>	<p>Details of DD for Rs. 1180/- (Rupees one thousand one hundred Eighty only) In case tender document is down loaded from website, please furnish following details.</p> <p>For Rs. 1180/- DDNo. Date: Payable at:</p>
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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

(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 Administrative Officer, AIIMS, Rishikesh, having its office at AIIMS, Virbhadra, Rishikesh-249201** 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, RISHIKESH 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. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
6. Security Deposit amounting to 10% of the contract value in the form of Fixed Deposit Receipt 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 at AIIMS, RISHIKESH.

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 & AIIMS, RISHIKESH.

9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Central Govt.

10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

11. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

13. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Rishikesh.

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:

<p>For and on behalf of the 'Agency'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency'</p> <p>(in presence of)</p> <p>Witness _____</p> <p>Name _____</p> <p>Address _____</p> <p>_____</p>	<p>[</p> <p>For and on behalf of the 'AIIMS, Rishikesh</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>(in presence of)</p> <p>Witness _____</p> <p>Name _____</p> <p>Address _____</p> <p>_____</p>
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Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

- Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No. : formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid Tender No. : summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.