

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

**RISHIKESH-249201**

**TENDER NO. :1008/AIIMS/Tender/Rksh/63**

**Dated : 09/05/2017**



**TENDER DOCUMENT for providing services of sewer man, mason, painter ,  
helper and beldar for cleaning of bushes at ALL INDIA INSTITUTE OF MEDICAL  
SCIENCE, RISHIKESH**

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## **Tender Notice**

**All India Institute of Medical Sciences**

**Rishikesh – 249201 (U.K.)**

Website: [www.aiimrishikesh.edu.in](http://www.aiimrishikesh.edu.in)

The **EXECUTIVE ENGINEER**, AIIMS Rishikesh on behalf of Director AIIMS Rishikesh, invites sealed tender in Single bid (Technical & Price bid) **for providing services of sewer man, mason, painter, helper and beldar for cleaning of bushes at ALL INDIA INSTITUTE OF MEDICAL SCIENCE, RISHIKESH.**

A complete set of tender document may be obtained by interested authorized service provider from Office of superintending Engineer, AIIMS Rishikesh w. e. f. 11.05.2017 from 10.00 A.M. to 5.00 P.M (From Monday to Friday) on payment (Tender cost) of a non-refundable fee of R s. 1145/- (Rupees One Thousand One Hundred Forty-Five Only) in form of Demand Draft in favor of **Director, AIIMS Rishikesh** only or can be downloaded from the website at [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in). The last date of submission of tender will be 25.05.2017 up to 3:00 PM.

## SECTION-I

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- 1 This ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH has initial requirement purely on a temporary basis of 1 mason, 1 helper, 4 sewer man 1 painter and 4 beldar for cleaning of bushes. The requirements may increase/decreases marginally in any/ all the categories or ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH may seek deployment of personnel of any other category as well. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.30,000/- (Rs.Thirty Thousand only)and other requisite documents as specified below at ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.
  
2. The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH's requirements etc. as may be specified in the contract to be signed between the parties. The ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.
  
3. The validity period of the bid will be eleven months from the date of opening of tender documents, which may be extended by the bidders for such period as may be requested by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.
  
4. The various crucial dates relating to **“Tender Document for providing services of sewerman, mason and painter and beldar for cleaning of bushes at ALL INDIA INSTITUTE OF MEDICAL SCIENCE, RISHIKESH”** are cited as under:

(a)	Last Date and time for submission of Tender Document	25.05.2017
(b)	Opening of Bids	25.05.2017

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH reserves the right to change any date/time mentioned in the schedule above under intimation to all concerned.

5. The tender has been invited under **single bid system i.e., price bid**. The interested agencies are required to submit the price bid in a separate sealed envelope super scribing **“Price Bid for Providing services of sewerman, mason, painter and beldar for cleaning of bushes at ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH”** along with the required documents as mentioned in the Section-II. All these are kept in a sealed envelope super scribing **“Tender for services of sewerman, mason and painter and beldar for cleaning of bushes at ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH”**. Bids received in any manner other than as prescribed above shall be liable to be rejected summarily.
6. Intermediaries registered with ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH are not eligible to participate in the bidding process.
7. The Earnest Money Deposit (EMD) of Rs30,000/- (Rs.Thirty thousand only), refundable (without interest), should be necessarily accompanied with the price Bid of the service provider in the form of Demand Draft drawn in favour of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, New Delhi, **failing which the tender shall be rejected summarily**. In the event, the successful bidder fails to sign the agreement with ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH for provision of services as sought in the tender, subsequent to its bid being accepted, the EMD is liable to forfeited. The firms registered under MSME for supplying Manpower Services are exempted for submitting the Earnest Money Deposit(EMD) may be exempted from furnishing the Earnest Money Deposit.

8. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bidders who are eligible based on the eligibility criteria will only be evaluated as per the criteria mentioned in the Section-VI (D). Consequently the bids of non-conforming parties shall not be evaluated and is liable to be summarily rejected. Hence only bidders who satisfy eligibility conditions are requested to apply.
9. The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit @ 5% of the total value of the contract in the form of Bank Guarantee from any Scheduled Commercial Bank drawn in favour of **ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, New Delhi** covering the period of contract . In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful manpower service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.
10. Any incomplete bids or conditional bids or bids with wrong information shall not be considered and is liable to be summarily rejected in very first instance without any recourse to the bidder.
11. 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 white ink is permitted in the Price Bid Form. In such cases, the tender shall be summarily rejected.
12. The price bids shall be opened on the scheduled time and date (At 1500 hrs on 27th June 2016) in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, in the presence of the representatives of the Manpower Service Providers (restricted to two persons from the side of each bidder), if any, who wish to be present on the spot at that time.
13. The price Bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the Section II. All eligibility conditions have to be satisfied on the date of submission of bid and not later.

14. The Competent Authority of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH reserves the right to annul all bids or discontinue this tender process, at any time prior to signing of the contract without assigning any reason otherwise.
15. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Manpower Service Provider described herein.
16. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Service Provider or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Service Provider. While this document has been prepared in good faith, neither ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH or any of their officers or subscribers, whether negligent or otherwise.
17. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding

agreement.

18. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
19. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
20. This document constitutes no form of commitment on the part of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Service Provider selection process.
21. When any proposal is submitted pursuant to this RFP( request for proposal)r, it shall be presumed by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH that the bidder has fully ascertained and ensured about its eligibility to render service as a Manpower Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Manpower Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
22. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.
23. ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH reserves the right to vary/alter/amend



the eligibility criteria for the Manpower Service Provider at any time, in its discretion, before the last date of submission of proposals.

24. The Service providers shall comply with and abide by such directions that ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH may issue from time to time.
25. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH and will not be returned.
26. The proposal shall be valid for a period of eleven months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.
27. Once the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH notifies the successful bidder that its proposal has been accepted, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall enter into separate agreement/contract with the successful bidder and the terms and conditions of provisions of service, etc. shall be specified therein.
29. Any matter relating to the appointment of Manpower Service Provider or the procedure for the appointment of Manpower Service Provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Rishikesh

## SECTION-II

### MINIMUM ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the proposal.

Si No .	Criteria	Supporting Document
1	The Registered office or one of the branch office should be located at Dehradun, haridwar, Roorkee or Rishikesh for last two year.	Self attested copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address at Delhi / New Delhi or in National Capital Region
2	The firm should be registered with the appropriate registration authority and should be in existence for not less than one years before 31/03/2017.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.
3	Preference will be given to those who have experience of serving Govt/PSU sector in case of having same quoted rates.	Certified documents in support of past contracts with Govt /PSU/ Other reputed companies for Man Power Services confirming year and area of activity.
4	They should have their own Bank Account	Certified extracts of the Bank Account containing transactions during last three years of the bidder in relation to manpower services.
5	They should be registered with Income Tax and Service Tax departments;	Attested copy of PAN/GIR Card; Attested copy of Service Tax registration certificate in respect of Manpower Services
6	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.

7	The agency or any of its partners/directors etc should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Annexure-I
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**SECTION-III**

**REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH**

1. He /She should be above 18 years of age;
2. The approximate present requirement and the minimum eligibility criteria under different categories for the personnel to be deployed will be as under:-

<b>A. OFFICE STAFF</b>				
<b>S. N.</b>	<b>Name of the Post</b>	<b>No. of Posts</b>		<b>Minimum Experience</b>
1				
2				
3				
4				

3. His / her antecedents should have been got verified by the agency from the local police authorities.

## SECTION-IV

### TERMS AND CONDITIONS

#### A. GENERAL

1. The contract shall commence from 01.7.2017 and shall continue till 30.06.2018 unless, it is curtailed or terminated by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH earlier owing to reasons of deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or for any other reason or Non-compliance with any relevant labour laws or change in requirements of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH or for any other reasons as stipulated in the contract to be entered into with successful bidder.
2. The contract shall automatically expire on 30.06.2018, unless extended further by the mutual consent of contracting agency and ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.
3. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.
4. The contracting Service provider 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 ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.
5. The ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, at present, has requirement of has initial requirement purely on a temporary basis of 1 mason, 1 helper, 4 sewer man 1 painter and 4 beldar for cleaning of bushes. The requirement of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH may further increase or decrease marginally, during the period of initial contract also and the tenderer/bidder would have to provide additional manpower services, if required on the same terms and conditions.

6. The bidder will be bound by the details furnished by him/ her to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
7. The ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH reserves right to terminate the contract during initial period also after giving a one month's notice to the selected Manpower Service Provider.
8. Place of Duty, Working Hours and Punctuality:
  - a. The personnel so deployed shall have to report for duty at ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH . No extra liability on this account will be borne by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.
  - b. The normal working hours of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH will be from 09.30 a.m. to 6.00 p.m.
  - c. The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
9. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, so that optimal services of the persons deployed by the agency could be availed without any disruption.
10. Security Considerations: The persons deployed by the Man Power Service Provider should

not have any adverse back ground. The agency shall verify the Police antecedents of the persons whom they are recommending. Any person deployed by the service provider shall not indulge in criminal act or should not have criminal cases against him/her. The agency should make adequate enquiries about the character of such persons or later it is found otherwise, the services of the agency can be dispensed with.

11. The Service Provider will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
12. The Manpower Service Provider shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason. In case of delay by the Manpower Service Provider in providing a substitute after expiry of two days absence ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall be compensated @ Rs.500/- (Rs. Five Hundred and Fifty) only per day starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis and which shall be deducted from the monthly bills of the service provider in the subsequent month. ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall not be required to prove any actual loss sustained by it for seeking such compensation
13. The manpower service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job of the agency due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
14. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider has to ensure that all its employees deployed in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH invariably wear ID card during office hours.
15. The manpower service provider shall provide two Sets of Uniform to support staff to his personnel at his own cost. The Service Provider will also ensure that the persons wear the

uniform and keep it neat, clean and tidy.

16. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
18. The Service Provider shall replace within twenty four hour confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
19. ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
20. The Service Provider shall be responsible for any damages done to the property of the Authority by the personnel so deployed. ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH will be free to recover it from the security deposit given by the Service Provider or from any other dues.
21. The Service Provider's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
22. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
23. The Manpower Service Provider shall be responsible for making payment directly to the



deployed manpower by 7<sup>th</sup> of each month.

24. The entire financial liability in respect of manpower services deployed in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall be that of the service provider and ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH will in no way be liable for the same.
25. For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH. **The persons deployed by the service provider in the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH or claim any employment in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.**
27. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc, arising out of the contract awarded in respect of the present tender.
28. The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH. The ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall, in no way, be responsible for settlement of such issues whatsoever.

29. The ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
30. The staff deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH during the currency or after expiry of the contract.
31. In case of termination of this contract on its expiry or otherwise, the staff deployed by the service provider shall not be entitled to and will have no claim for any employment in the regular / or any other capacity in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.

## **B. LEGAL**

32. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for action in accordance with law.
33. The service provider will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH. The ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
34. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

35. The service provider shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH or any other authority under Law.
36. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.
37. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH is put to any loss / obligation, monetary or otherwise, the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. Notwithstanding the above, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall be entitled to seek such remedial action as may be warranted.
38. The Service provider shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, which shall be a condition precedent for payment of its bills.

## **B. FINANCIAL**

39. The Bid should be accompanied with an Earnest Money Deposit(EMD) of Rs.30,000/- (Rupees Thirty Thousand Only ) in the form of Demand Draft / Pay Order drawn in favour of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, **failing which the tender shall be rejected summarily**. The EMD amount will be refunded, without interest, to the unsuccessful bidders.
40. The Earnest Money Deposit in respect of the agencies which do not satisfy the conditions mentioned in the tender shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further , if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
41. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Man Power Service Providers will be liable to be forfeited by the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH besides, annulment of the contract and other legal remedies if any may be pursued against by the agency.
42. The Man Power Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by in respect of the persons deployed and submit the same to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH by 3<sup>rd</sup> of the succeeding month.
43. The Manpower Service Provider will be responsible for making the payment directly to the supplied manpower; since there may be delay in releasing payment by ALL INDIA

INSTITUTE OF MEDICAL SCIENCES, RISHIKESH to the Manpower Service Provider due to contingencies, payment of wages to the supplied manpower by service provider should not be linked with receiving of payment from ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.

44. The successful bidder who is awarded the contract by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH will retain all the documentary proof/papers deposited to the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax. All such documents/papers will be necessarily submitted within seven days by the Man Power Service Provider as and when they are requisitioned by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, failing which compensation of Rs.100/- per day shall be deducted from the monthly bill of the service provider.

45. The ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.

46. Any delay or forbearance on the part of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH or any waiver of its rights or condonation of any acts, on the part of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

**C. Termination of The Contract:-**

The contract may be terminated in any of the following contingencies:

a) On the expiry of the contract period, without any notice;

**OR**

b) On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;

**OR**

c) On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

**OR**

d) On Contractor being declared insolvent by the competent Court of Law without any notice;

**OR**

e) In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months' notice. If the Contractor does not give the requisite notice as mentioned before, then his Performance Bank Guarantee shall be forfeited and Bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period;

“Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period”.

47. In the event or exigencies arising due to the death, infirmity of the Contractor or for any other reason or circumstances, liabilities there of the contract shall be borne by the following on such terms and conditions, E.E. AIIMS Rishikesh may further deem fit in public interest or revoke the contract, to legal heirs, in case of sole proprietor Otherwise S.E. AIIMS Rishikesh shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.

48. No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.

49. The Courts at Rishikesh only shall have the jurisdiction for the purpose of this agreement.

50. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the S.E. AIIMS Rishikesh or his nominee on mutual agreement between both the parties.

51. The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever the S.E. AIIMS Rishikesh shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996, which came into force on

25/01/1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Rishikesh

52. The contractor will be responsible for opening individual EPF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.

53. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with E.E. AIIMS Rishikesh .

**D. CRITERIA FOR EVALUATION OF BIDS:**

54. The evaluation of the price bid will be considered of only those bidders who meet the eligibility criteria as mentioned in the Section II of tender document and provide documentary proof of the same.

55. ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.

56. Bids are evaluated on the basis of lowest cost.



**SECTION-V**

**BIDDER DETAILS FORM**

**For Providing sewerman, mason, painter, helper and beldar for cleaning of bushes ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.**

<b>S.No</b>	<b>Description</b>	<b>Information</b>
<b>1</b>	Name of Tendering Manpower Service Provider	
<b>2</b>	Date of incorporation of company,( Attach ROC Registration Certificate partnership deed or any other relevant document);	
<b>3</b>	Details of Earnest Money Deposit	DD No. _____ date _____ of Rs30,000/- drawn on Bank
<b>4</b>	Name of Director/ Partner	1. 2. 3.
<b>5</b>	Full Address of Reistered office: Telephone No. : FAX No. : E-Mail Address	

<b>6</b>	Full address of Operating Branch/Office . Telephone No.: FAX No.: E-Mail Address:	
<b>7</b>	Banker of the Manpower Service Provider(Attach certified copy of statement of A/c for the last Three years)	
<b>8</b>	PAN No./GIR No. : (Attach attested copy)	
<b>9</b>	Service Tax Registration No .(in respect of Manpower Services) (Attach attested copy)	
<b>10</b>	Employee Provident Fund Registration No (Attach attested copy)	
<b>11</b>	Employee State Insurance Registration No.: (Attach attested copy)	

12. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached):

Sr.No.	Name of the Client, Address, telephone No.	Manpower service provided		Amount Contract (Rs .Lacs)	Duration Contract	
		Type of manpower provided	No.		From	To

14. Submit Experience Certificate from at least three clients, to whom services have been provided by tendering man power service provider in the past. The certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.

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

Signature of authorized person

Date:

Name:

Place:

Seal

**SECTION-VI**

**PRICE BID FORMAT**

(Date)

S.E Office  
AIIMS Rishikesh

Dear Sir/Madam,

**Ref: Tender for providing services of sewerman, mason, painter, helper and beldar for cleaning of bushes at ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH**

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Man Power Service Provider .

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender or any such adjustments as may subsequently be mutually agreed between us and ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH as to any material fact."

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this        Day of    2017

(Signature)

(In the capacity of)

Duly authorized to sign the bid response for and behalf of:

(Name and Address of Company)    (Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

**PRICE BID**

1. Name of tendering Manpower Service Provider:

2. Rate per person per month (8 hours per day excluding ½ hour lunch) inclusive of all statutory liabilities, taxes, levies, cess etc\*\* and service charges, if any:

Sr No	Designation	No. of Persons required	I	II					
			Wages per person #	PF/ESI/Service Charges Etc.				Total per person (4)+(5) + (6) +(7)+(8)	Total (3) * (9)
				PF	ESI	SC Service Charge	ST Service Tax		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1									
2									
3									
4									

# The rates are to be quoted in accordance with the Minimum Wages Act, 1948

PF – Provident Fund shall be paid by the Service Provider as per Rules

ESI- Employees State Insurance shall be paid by the Service Provider as per Rules.

SC – Service Charge to be paid by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH to Service Provider.

ST – Service Tax- As applicable.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

**Notes:**

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which services has been performed by each deployed manpower, on the basis of Attendance duly verified by the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH

**ANNEXURE-I**

**SELF-DECLARATION – NO BLACKLISTING**

(Date)

S.E Office  
AIIMS Rishikesh

Dear Sir,

**Ref: Tender for Selection of Man Power Service Provider for ALL INDIA  
INSTITUTE OF MEDICAL SCIENCES, RISHIKESH**

In response to the Tender Document for Selection of Manpower Service Provider for ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place:

Signatures\_\_\_\_\_

Date:

Name\_\_\_\_\_

Seal of the  
Organization\_\_\_\_\_



